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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): June 28, 2010 (June 24, 2010)

Republic Services, Inc.

(Exact name of registrant as specified in charter)

Delaware
(State or other jurisdiction of incorporation)

1-14267	65-0716904
(Commission File Number)	(IRS Employer Identification No.)
18500 North Allied Way Phoenix, Arizona (Address of principal executive offices)	85054 (Zip Code)

(480) 627-2700
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))

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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

CEO Transition

At a meeting of the Board of Directors held on June 24, 2010, Republic Services, Inc. (the "Company") accepted the retirement of James E. O'Connor as Chief Executive Officer of the Company, effective January 1, 2011. Following his retirement, Mr. O'Connor will remain a director and non-executive Chairman of the Board of Directors until the next annual meeting of stockholders in May 2011. Also on June 24, 2010, the Company elected Donald W. Slager, current President and Chief Operating Officer of the Company, to be the Company's Chief Executive Officer and President, effective January 1, 2011. At this meeting, the Board of Directors also increased the size of the Board from twelve to thirteen members and appointed Mr. Slager as a director of the Company effective immediately.

Mr. Slager, 48, has served as the President and Chief Operating Officer of the Company since its merger with Allied Waste Industries, Inc. ("Allied") in December 2008. Prior to that, Mr. Slager served as President and Chief Operating Officer of Allied from January 2005 and as Executive Vice President and Chief Operating Officer of Allied from June 2003. Mr. Slager was Senior Vice President Operations of Allied from December 2001 to June 2003. Previously, Mr. Slager served as Vice President — Operations of Allied from February 1998 to December 2001, as Assistant Vice President — Operations of Allied from June 1997 to February 1998, and as Regional Vice President of the Western Region of Allied from June 1996 to June 1997. Mr. Slager also served as District Manager for the Chicago Metro District of Allied from 1992 to 1996. Before Allied's acquisition of National Waste Services in 1992, he served at National Waste Services as General Manager from 1990 to 1992 and in other management positions with that company since 1985. From September 2009 to the present, Mr. Slager has served on the board of directors of UTi Worldwide, Inc., an international, non-asset-based supply chain services and solutions company.

Mr. Slager brings to the Board of Directors more than 30 years of experience in the waste and recycling industry, including 25 years with the Company or Allied. He has served as Chief Operating Officer of the Company or Allied since 2003. Mr. Slager's proven track record as a leader and extensive experience in the industry position him well to serve on the Board of Directors and as Chief Executive Officer and President of the Company.

Mr. O'Connor's Retirement Agreement

On June 25, 2010, James E. O'Connor and the Company entered into a Retirement Agreement (the "Retirement Agreement") setting forth his and the Company's rights and obligations upon his retirement as Chief Executive Officer of the Company on January 1, 2011. The Retirement Agreement provides that Mr. O'Connor's Amended and Restated Employment Agreement that was effective May 14, 2009 (the "Employment Agreement") will remain in effect until his retirement on January 1, 2011, and waives the requirement of the Employment Agreement that Mr. O'Connor provide one year's notice prior to his retirement. Pursuant to the terms of the Retirement Agreement, the Company will provide Mr. O'Connor with the compensation and benefits that he is entitled to under his Employment Agreement for a termination of employment on account of retirement, extend his continued health benefits from three years until the earliest of his 65th birthday, his death, or his eligibility for comparable health coverage through another employer, and pay him an additional $1,800,000 in recognition, among other things, of his long and valued service to the Company. The Retirement Agreement provides that Mr. O'Connor will provide the Company with a general release of claims. As a result of entering into the Retirement Agreement, the Company will recognize additional expense of approximately $6.1 million ratably over the remainder of the 2010 calendar year, which amount is comprised of approximately $3.9 million associated with accelerated vesting of equity previously granted to Mr. O'Connor, approximately $0.4 million associated with acceleration of his 2009-2011 long-term incentive award, and $1.8 million arising out of the additional retirement payment.

The above summary of the Retirement Agreement is not complete and is qualified in its entirety by reference to the terms of the Retirement Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Mr. Slager's Amended and Restated Employment Agreement

On June 25, 2010, Donald W. Slager and the Company entered into an amended and restated Employment Agreement (the "Slager Agreement"), which superseded the Employment Agreement between Mr. Slager and the Company that was entered into as of January 31, 2009 and effective as of December 5, 2008.

The Slager Agreement provides that Mr. Slager will become the Chief Executive Officer of the Company and continue as its President on January 1, 2011 (the "Transition Date") when Mr. O'Connor, the Company's current Chief

Executive Officer, retires. Under the Slager Agreement, Mr. Slager's duties, responsibilities, compensation and benefits remain the same until the Transition Date. On the Transition Date, the Slager Agreement increases Mr. Slager's annual base salary from $875,000 to $1,000,000 and his target annual bonus percentage from 120% to 125%. Pursuant to the terms of the Slager Agreement, Mr. Slager received shares of restricted stock with a value of $2,000,000 on June 25, 2010, which will vest 25% on each anniversary thereof, provided Mr. Slager is employed by the Company on such date (or as otherwise provided in the Slager Agreement), and which will be in lieu of a discretionary annual grant of restricted stock for 2011.

The above summary of the Slager Agreement is not complete and is qualified in its entirety by reference to the terms of the Slager Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

Appointment of Mr. Walbridge as Executive Vice President — Operations

On June 24, 2010, the Company elected Kevin C. Walbridge, current Senior Vice President, Midwestern Operations of the Company, as the Company's Executive Vice President — Operations, effective October 1, 2010.

Mr. Walbridge, 49, joined the Company in 1997 and has served as Senior Vice President, Midwestern Operations since December, 2008. From 1997 to December, 2008, Mr. Walbridge served as Region Vice President — Central Region of the Company.

On June 28, 2010, Mr. Walbridge and the Company entered into an Offer Letter (the "Offer Letter") to be effective as of October 1, 2010. The Offer Letter provides that Mr. Walbridge's Employment Agreement with the Company that was effective as of December 5, 2008 (the "Walbridge Agreement") will continue in accordance with its terms except as modified in the Offer Letter. The Offer Letter provides that Mr. Walbridge will become Executive Vice President — Operations of the Company on October 1, 2010, at which time his salary will increase from $400,000 to $475,000. Also, the Offer Letter provides that Mr. Walbridge will be eligible for an equity award in early 2011, valued at $186,500, and that the Company will make a contribution of $65,000 in 2011 into Mr. Walbridge's deferred compensation account.

The above summary of the Offer Letter and the Walbridge Agreement is not complete and is qualified in its entirety by reference to the terms of the Offer Letter and the Walbridge Agreement, respectively, a copy of which is filed as Exhibit 10.3 and Exhibit 10.4, respectively, and is incorporated by reference herein.

A copy of the press release dated June 28, 2010 announcing Mr. O'Connor's retirement, Mr. Slager's appointment as Chief Executive Officer, President and director and Mr. Walbridge's appointment as Executive Vice President — Operations of the Company is attached as Exhibit 99.1 to this report and incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 24, 2010, the Board of Directors amended and restated the Company's Bylaws to increase the maximum size of the Board from twelve to thirteen members. A copy of the Amended and Restated Bylaws of Republic Services, Inc. is filed as Exhibit 3.1 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
3.1	Amended and Restated Bylaws of Republic Services, Inc., as of June 24, 2010
10.1	Retirement Agreement, dated June 25, 2010, by and between James E. O'Connor and Republic Services, Inc.
10.2	Amended and Restated Employment Agreement, dated June 25, 2010, by and between Donald W. Slager and Republic Services, Inc.
10.3	Offer Letter, dated June 28, 2010, by and between Kevin C. Walbridge and Republic Services, Inc.
10.4	Employment Agreement, effective December 5, 2008, by and between Kevin C. Walbridge and Republic Services, Inc.
99.1	Press Release, dated June 28, 2010

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SIGNATURES

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

Date: June 28, 2010

REPUBLIC SERVICES, INC.

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

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

AMENDED AND RESTATED BYLAWS OF REPUBLIC SERVICES, INC.

(Amended as of June 24, 2010)

ARTICLE I
OFFICES

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

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

ARTICLE II
MEETINGS OF STOCKHOLDERS

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

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

Section 2.3 Notice of Meetings. Notice of each meeting of stockholders shall be given to each stockholder of record entitled to vote at the meeting at the stockholder's address as it appears on the stock books of the Corporation. The notice shall state the time and the place, if any (or the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person), of the meeting and shall be given not less than ten (10) nor more than sixty (60) days before the day of the meeting. Notice may be given personally, by mail or by electronic transmission in accordance with Section 232 of the General Corporation Law of the State of Delaware (the "General Corporation Law"). If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. In the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is being called. Whenever notice is required to be given hereunder, a waiver of notice by the stockholder entitled to notice, in writing or by electronic transmission, whether before or after the time stated in the notice, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting except when a person attends for the express purpose of

objecting, at the beginning of the meeting, to the transaction or any business because the meeting is not lawfully called or convened. Notice shall be deemed to have been given to all stockholders of record who share an address if notice is given in accordance with the "householding" rules set forth in Rule 14a-3(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 233 of the General Corporation Law. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, (and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person at such adjourned meeting) thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty (30) days or a new record date is fixed for the adjourned meeting, in which case a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

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

Section 2.5 Officers at Stockholders' Meetings. At any meeting of stockholders, the Chairman of the Board, or in his or her absence, the President, or if neither such person is available, then a person designated by the Board of Directors, shall preside at and act as chairman of the meeting. The Secretary, or in his or her absence a person designated by the chairman of the meeting, shall act as secretary of the meeting and keep a record of the proceedings thereof.

Section 2.6 List of Stockholders Entitled to Vote. At least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be prepared by or for the Secretary. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting, or (ii) during ordinary business hours at the principal place of business of the Corporation. Such list shall also be available for inspection at the meeting, during the whole time thereof, and may be inspected by any stockholder who is present. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.6 or to vote in person or by proxy at any meeting of stockholders.

Section 2.7 Fixing Date for Stockholders of Record. In order that the Corporation may identify the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be less than ten (10) days nor more than sixty (60) days before the date of such meeting; and (2) in the case of any other action (other than a record date for determining stockholders entitled to express consent to corporate action without a meeting), shall not be more than sixty (60) days prior to any other action. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice of the meeting is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, shall be determined pursuant to Section 2.11 of these Amended and Restated Bylaws (the "Bylaws"). The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

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

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

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

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

(d) Except as otherwise provided by these Bylaws, each director shall be elected by the vote of the majority of the votes cast with respect to that director's election at any meeting for the election of directors at which a quorum is present, provided that if, as of the tenth (10th) day preceding the date the Corporation first mails its notice of meeting for such meeting to

the stockholders of the Corporation, the number of nominees exceeds the number of directors to be elected (a "Contested Election"), the directors shall be elected by the vote of a plurality of the votes cast. For purposes of this Section 2.8(d) of these Bylaws, a majority of the votes cast shall mean that the number of votes cast "for" a director's election exceeds the number of votes cast "against" that director's election (with "abstentions" and "broker nonvotes" not counted as a vote cast either "for" or "against" that director's election).

In order for any incumbent director to become a nominee of the Board of Directors for further service on the Board of Directors, such person must submit an irrevocable resignation, contingent on (i) that person not receiving a majority of the votes cast in an election that is not a Contested Election, and (ii) acceptance of that resignation by the Board of Directors in accordance with the policies and procedures adopted by the Board of Directors for such purpose. In the event an incumbent director fails to receive a majority of the votes cast in an election that is not a Contested Election, the Nominating and Corporate Governance Committee, or such other committee designated by the Board of Directors pursuant to these Bylaws, shall make a recommendation to the Board of Directors as to whether to accept or reject the resignation of such incumbent director, or whether other action should be taken. The Board of Directors shall act on the resignation, taking into account the committee's recommendation, and publicly disclose (by a press release and filing an appropriate disclosure with the Securities and Exchange Commission) its decision regarding the resignation, and, if such resignation is rejected, the rationale behind the decision within ninety (90) days following certification of the election results. The committee in making its recommendation and the Board of Directors in making its decision each may consider any factors and other information that they consider appropriate and relevant.

If the Board of Directors accepts a director's resignation pursuant to this Section 2.8(d), or if a nominee for director is not elected and the nominee is not an incumbent director, then the Board of Directors may fill the resulting vacancy pursuant to Article III, Section 3.13 of these Bylaws.

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

counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 2.10 Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.11 Consent of Stockholders in Lieu of Meeting.

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

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date, which written notice shall include all information that would be required to be delivered pursuant to Section 2.12 of these Bylaws if the stockholder had been making a nomination or proposing business to be considered at a meeting of stockholders. The Board of Directors shall promptly, but in all events within 10 days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the

Board of Directors within 10 days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or to any officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

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

Section 2.12 Notice of Stockholder Business and Nominations.

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

(2) Without qualification or limitation, for any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to paragraph (a)(1)(C) of this Bylaw, the stockholder must have given timely notice thereof in writing to the Secretary and such other business must otherwise be a proper matter for stockholder action. To be timely, a

stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above. To be in proper form, a stockholder's notice (whether given pursuant to this paragraph (a)(2) or paragraph (b)) to the Secretary must: (A) set forth, as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, (ii) (a) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by such stockholder and such beneficial owner, (b) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (c) any proxy, understanding, or relationship pursuant to which such stockholder has a right to vote any shares of any security of the Corporation, (d) any short interest in any security of the Corporation (for purposes of this Bylaw a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (e) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder that are separated or separable from the underlying shares of the Corporation, (f) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (g) any performance-related fees (other than an asset-based fee) that such stockholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder's immediate family sharing the same household (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such ownership as of the record date), and (iii) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and

regulations promulgated thereunder; (B) if the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest of such stockholder and beneficial owner, if any, in such business and (ii) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder; (C) set forth, as to each person, if any, whom the stockholder proposes to nominate for election or reelection to the Board of Directors (i) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (ii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such item and the nominee were a director or executive officer of such registrant; and (D) with respect to each nominee for election or reelection to the Board of Directors, include a completed and signed questionnaire, representation and agreement required by Section 2.13 of these Bylaws. The foregoing notice requirements of this Section 2.12 shall be deemed satisfied by a stockholder with respect to business other than a nomination if the stockholder has notified the Corporation of his, her or its intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(3) Notwithstanding anything in the second sentence of paragraph (a)(2) of this Bylaw to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased effective at the annual meeting and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered

to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

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

(c) General. (1) Only such persons who are nominated in accordance with the procedures set forth in this Bylaw shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Bylaw. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Bylaw and, if any proposed nomination or business is not in compliance with this Bylaw, to declare that such defective proposal or nomination shall be disregarded. Notwithstanding the foregoing provisions of this Bylaw, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Bylaw, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act

for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of the stockholders.

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

(3) Notwithstanding the foregoing provisions of this Bylaw, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Bylaw; provided, however, that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to paragraph (a)(1)(C) or paragraph (b) of this Bylaw(other than, as provided in the penultimate sentence of (a)(2) of this Bylaw, matters brought properly under and in compliance with Rule 14a-8 of the Exchange Act, as may be amended from time to time). Nothing in this Bylaw shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock if and to the extent provided for under law, the Certificate of Incorporation or these Bylaws.

Section 2.13 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.12 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (a) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein and (c) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

ARTICLE III
DIRECTORS

Section 3.1 Number and Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The number of directors that shall constitute the whole Board shall be fixed from time to time by resolution of the Board of Directors and shall consist of not more than thirteen (13) members. At the first annual meeting of stockholders and at each annual meeting of stockholders thereafter, the respective terms of all of the directors then serving in office shall expire at the meeting, and successors to the directors shall be elected to hold office until the next succeeding annual meeting. Existing directors may be nominated for election each year for a successive term, in the manner provided in these Bylaws. Each director shall hold office for the term for which he is elected and qualified or until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death. The Board of Directors may from time to time establish minimum qualifications for eligibility to become a director. Those qualifications may include, but shall not be limited to, a prerequisite stock ownership in the Corporation.

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

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

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

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

Section 3.6 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing or by electronic transmission, and such consents are filed with the minutes of the Board of Directors or of such committee.

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

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

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

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

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

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

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

death, removal or resignation of a director, the newly appointed director shall hold office for the term to which his predecessor was elected or until his successor is elected.

ARTICLE IV
COMMITTEES

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

ARTICLE V
THE OFFICERS

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

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

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

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

Section 5.5 Removal. Any officer may be removed at any time, with or without cause, by the Board of Directors, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation.

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

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

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

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

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

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

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

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

ARTICLE VI
CERTIFICATES OF STOCK, TRANSFER OF STOCK AND REGISTERED STOCKHOLDERS

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

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

of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

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

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

ARTICLE VIII
AMENDMENT OF BYLAWS

Section 8.1 General. These Bylaws may be made, altered, or repealed, or new bylaws may be adopted by the stockholders or the Board of Directors.

Exhibit 10.1

RETIREMENT AGREEMENT

June 25, 2010

To: **James E. O'Connor**

Re: Retirement

Your employment with the Company[1] will end on January 1, 2011 as a result of your retirement pursuant to Section 25 of your May 14, 2009 Amended and Restated Employment Agreement ("Employment Agreement"). To make sure that your retirement occurs on mutually acceptable terms, the Company is prepared to make certain commitments to you in exchange for certain promises you will make to the Company. By signing this Retirement Agreement ("Agreement") you will be accepting the Company's offer and entering into a legally binding agreement on the terms stated below effective on the date the Company signs this Agreement.

Retirement Date

You acknowledge and agree that, on **January 1, 2011**, you will retire as Chief Executive Officer and your employment with the Company will end (your "Retirement Date"). You will remain Chairman of the Board of Directors of Republic Services, Inc. ("Republic") until the conclusion of your current Board term at the completion of Republic's annual stockholders' meeting currently scheduled for May 2011. You also agree that on January 1, 2011, you will resign as officer and director of all Republic subsidiaries and affiliates for which you are then serving as officer or director. All of the terms and conditions of your Employment Agreement remain in full force and effect until January 1, 2011 at which time your Employment Agreement will expire and your rights and obligations will be determined solely under this Agreement, except as set forth below. If you have a termination of employment for any reason prior to January 1, 2011, this Agreement shall have no effect.

Benefits

Following your Retirement Date, the Company will provide you the following:

- The Company shall pay to you any accrued but unpaid Base Salary that you have earned through your Retirement Date including all accrued but unused vacation days;
- For purposes of the Company's Synergy Incentive Plan ("SIP"), you will remain eligible to receive your Synergy Bonus in the maximum amount of **$15,000,000** in accordance with and subject to the terms and conditions set forth in the SIP;
- The Company shall continue to pay for and provide all health benefits in which you and your family were entitled to participate at any time during the 12-month period prior to

[1] In this Agreement, the "Company" means Republic Services, Inc., its subsidiary, affiliated, predecessor and successor corporations and entities, and its and their past and present officers, directors, agents and employees.

your Retirement Date, until the earliest to occur of (a) your 65th birthday, (b) your death, or (c) the date on which you become covered by a comparable health benefit plan by a subsequent employer. The Company will not continue any other group insurance coverage, such as long-term disability or accident coverage, beyond your Retirement Date because these plans are not considered health plans;

- No sooner than the sixth month anniversary of your Retirement Date and no later than December 31, 2011, the Company shall pay to you, in a lump sum cash payment, **$4,800,000**;
- The balance of all amounts credited or eligible to be credited to your deferred compensation account (the "Deferred Compensation Account") under the Deferred Compensation Plan (including all Company contributions, whether or not vested), will be payable to you in accordance with the Deferred Compensation Plan and any elections thereunder;
- No sooner than the sixth month anniversary of your Retirement Date and no later than December 31, 2011, the Company shall pay to you a lump sum cash gross-up payment equal to the amount of **$5,200,000** to reimburse you for all income and other taxes imposed with respect to the payment of your deferred compensation that was credited or eligible to be credited to your Deferred Compensation Account on or before December 31, 2006 and all income and other taxes arising as a result of said gross up payment;
- All of your stock option, restricted stock and restricted stock unit awards that are outstanding as of your Retirement Date shall fully vest upon your Retirement Date and your termination shall be treated as retirement for purposes of such awards;
- The Company shall pay you the amount of your 2010 annual bonus that the Compensation Committee determines is payable to you based upon actual results for 2010 within 60 days after the end of 2010;
- No sooner than the sixth month anniversary of your Retirement Date and no later than December 31, 2011, the Company shall pay you the amount of your target long term incentive award for 2009-2011;
- The Company shall pay you one-third of the amount of your long term incentive award for 2010-2013 that the Compensation Committee determines would be payable to you had you remained employed through the end of 2013 based upon actual results within 60 days after the end of 2013;
- Within 60 days after your Retirement Date, the Company shall pay or reimburse you, in a lump sum cash payment, for any out-of-pocket expenses reasonably incurred by you pursuant to Section 2(k) of your Employment Agreement prior to your Retirement Date, which would have been payable if you had not retired, provided that you provide proper documentation to the Company within 30 days following your Retirement Date;

- No sooner than the sixth month anniversary of your Retirement Date and no later than December 31, 2011, the Company shall pay to you a lump sum cash retirement payment of **$1,800,000** to reward you for your long service to the Company; and
- Pursuant to the Company's practices, you will be reimbursed for the reasonable expenses you incur to continue to attend Board meetings from January 1, 2011 through the end of your current term.

For purposes of this Agreement, all of the benefits described above collectively shall be referred to as the "Severance Benefits". All payments under this Agreement will be reduced by all applicable withholding and employment taxes. If you die before receiving any payments due to you under this Agreement, the remaining payments will be paid to your beneficiary.

Release of Claims Against The Company

You agree to deliver to the Company a signed and enforceable general release of all claims against the Company other than with respect to employee pension, health or medical benefit plans, rights to indemnification under the director and officer liability insurance policy, or under the bylaws or certificate of incorporation of the Company ("General Release"). You agree to execute the General Release in a form provided by the Company no earlier than your Retirement Date and no later than 30 days following your Retirement Date.

The General Release does not apply to any claims that cannot be released as a matter of law, such as those that: (1) arise after the date you sign the General Release, (2) are for ERISA plan benefits, or (3) may be asserted in an administrative charge filed with a governmental law or regulatory enforcement agency (although you do release any right to monetary recovery or reinstatement right in connection with any such charge). The General Release also does not apply to any claim for breach of this Agreement or any provisions of your Employment Agreement that survive as described in the following section.

The General Release will contain the following language:

"I knowingly and willingly release the Company from any kind of claim I have arising out of or related to my employment and/or the termination of my employment with the Company. This general and complete release applies to all claims for relief, whether I know about them or not, that I may have against the Company as of the date of execution of this document. This Release of claims includes, but is not limited to any claims under: federal, state or local employment, labor, civil rights, equal pay, or anti-discrimination laws, statutes, case law, regulations, and ordinances; federal or state Constitutions; any public policy, contract, tort or common law theory; any statutory or common law principle allowing for the recovery of fees or other expenses, including attorneys' fees. The claims that I am releasing include, but are not limited to, claims under: the Age Discrimination in Employment Act; Family Medical Leave Act; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Sarbanes-Oxley Act (18 U.S.C. Section 1514A), as amended; the Employee Retirement Income Security Act of 1974, as amended; the Americans with Disabilities Act of 1990, as amended. This Release does not apply to any claims that cannot be released as a matter of law, such as those that (1) arise after the date I sign this Release, (2) are for ERISA plan benefits, or (3) may be asserted in an administrative charge filed

with a governmental law or regulatory enforcement agency (although I do release any right to monetary recovery or reinstatement right in connection with any such charge). This Release also does not apply to any claim for breach of my June 25, 2010 Retirement Agreement ("Retirement Agreement") or any provisions of my May 14, 2009 Amended and Restated Employment Agreement that survive as described in the Retirement Agreement."

Integration of Employment Agreement; Survival of Certain Provisions

Unless you have a termination of employment for any reason prior to January 1, 2011, effective on such date this Agreement shall supersede and replace all benefits, rights and obligations under your Employment Agreement, other than Sections 5 ("Gross-Up Payment") 7 ("Restrictive Covenants"), 8 ("Confidentiality"), 9 ("Specific Performance; Injunction"), 10 ("Nondisparagement"), 11 ("Future Cooperation"), 15 ("Assignment; Third Party Beneficiary"), 16 ("Severability; Survival"), 17 ("Indemnification"), and 26 ("Code Section 409A"), all of which shall remain in full force and effect.

Severability; Entire Agreement; Governing Law; No Oral Modifications; No Waivers

If a court of competent jurisdiction determines that any of the provisions of this Agreement are invalid or legally unenforceable, all other provisions of this Agreement shall not be affected and are still enforceable. This Agreement and the General Release together constitute a single integrated contract expressing our entire understanding regarding the subjects it addresses. As such, it supersedes all oral and written agreements and discussions that occurred before the time you sign it except as to any obligations you may owe to the Company or the Company may owe you, as described in the "Integration of Employment Agreement; Survival of Certain Provisions" section above that remain in effect. This Agreement may be amended or modified only by an agreement in writing signed by an executive officer of the Company. The failure by the Company to declare a breach, or to otherwise assert its rights under this Agreement, shall not be construed as a waiver of any of its rights under this Agreement. The laws of the State of Arizona shall govern the interpretation, validity, and effect of this Agreement.

Code Section 409A

The 409A provisions of Section 26 of your Employment Agreement are incorporated herein by reference and apply to the payments under this Agreement and, any reimbursement, to the extent it constitutes a deferral of compensation within the meaning of 409A, will be subject to the rules that apply to your continued health benefits.

Acknowledgements And Certifications

You acknowledge and certify that:

- you have read and you understand all of the terms of this Agreement and are not relying on any representation or statement, written or oral, not set forth in this Agreement;
- you are signing this Agreement knowingly and voluntarily;
- you have consulted with an attorney before signing this Agreement; and

- you and the Company agree that there is good and sufficient mutual consideration for each of the terms and conditions in this Agreement.

IF YOU SIGN THIS DOCUMENT BELOW, IT BECOMES A LEGALLY ENFORCEABLE AGREEMENT EFFECTIVE ON THE DATE SIGNED BY THE COMPANY.

June 25, 2010
Date

/s/ James E. O'Connor
James E. O'Connor

June 25, 2010
Date

REPUBLIC SERVICES, INC.

By: /s/ Michael P. Rissman

Its: Executive Vice President and General Counsel

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is effective as of June 25, 2010 (the "Effective Date") by and between Republic Services, Inc. (the "Company") and DONALD W. SLAGER ("Employee").

Employee and the Company are parties to that Employment Agreement dated as of the effective time of the merger of Allied Waste Industries, Inc., a Delaware corporation into RS Merger Wedge, Inc., a Delaware corporation and wholly-owned subsidiary of Republic Services, Inc., a Delaware corporation (the "Merger") pursuant to the Agreement & Plan of Merger dated as of June 22, 2008 (the "Effective Time") (the "2008 Employment Agreement").

As of the date hereof, Employee is an employee of the Company and is considered a valued employee such that the Company desires to retain him.

The Employee and the Company desire to enter into this Agreement to amend, restate and continue the provisions of the 2008 Employment Agreement on and after the Effective Date as set forth herein, including certain additional provisions which shall become effective on January 1, 2011 (the "Transition Date") which is the date on which the Company's Chief Executive Officer will retire and the Employee will become the Company's Chief Executive Officer.

In consideration of the premises set forth above, the mutual representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment**.

(a) Retention. The Company agrees to employ the Employee prior to the Transition Date as its President and Chief Operating Officer and on and after the Transition Date as its Chief Executive Officer and President. Employee agrees to accept such employment, subject to the terms and conditions of this Agreement. After the Transition Date, the Board of Directors of the Company may in its sole discretion, after consulting Employee, designate someone other than the Employee to serve as its President (reporting to Employee), and such action shall not constitute Good Reason under Section 3 of this Agreement.

(b) Employment Period. This Agreement shall commence on the Effective Date and, unless terminated in accordance with the terms of this Agreement shall continue in effect on a rolling two-year basis, such that at any time during the term of this Agreement there will be two years remaining (the "Employment Period"). Notwithstanding the evergreen nature of the Employment Period, the Company may terminate Employee at any time in accordance with the provisions of Section 3 of this Agreement.

(c) Duties and Responsibilities. During the Employment Period and prior to the Transition Date, Employee shall serve as President and Chief Operating Officer and on and after the Transition Date, Employee shall serve as Chief Executive Officer and, if applicable,

President. On or before the Transition Date, Employee shall be appointed as a member of the Board of Directors of the Company and shall thereafter be nominated for election and re-election while he is serving as Chief Executive Officer. As Chief Executive Officer, Employee shall report to the Board of Directors of the Company. Employee shall have such authority and responsibility and perform such duties as may be assigned to him from time to time at the direction of the Board of Directors of the Company, and in the absence of such assignment, such duties as are customary to Employee's office and as are necessary or appropriate to the business and operations of the Company. During the Employment Period, Employee's employment shall be full time and Employee shall perform his duties honestly, diligently, in good faith and in the best interests of the Company and shall use his best efforts to promote the interests of the Company. All executive officers of the Company shall report to the Chief Executive Officer, and Employee shall, in such capacity, have the authority and responsibility to assign appropriate duties to such other executive officers as are necessary or appropriate for the business and operations of the Company.

(d) Other Activities. Except upon the prior written consent of the Company, Employee, during the Employment Period, will not accept any other employment. Employee shall be permitted to engage in any non-competitive businesses, not-for-profit organizations and other ventures, such as passive real estate investments, serving on charitable and civic boards and organizations, and similar activities, so long as such activities do not materially interfere with or detract from the performance of Employee's duties or constitute a breach of any of the provisions contained in Section 7 of this Agreement, provided that the Employee may only serve as a director of a for-profit corporation with the advance written approval of the Company's Board of Directors.

2. **Compensation**.

(a) Base Salary and Adjusted Salary. In consideration for Employee's services hereunder and the restrictive covenants contained herein, Employee shall continue to be paid for the 2010 Fiscal Year an annual base salary (the "Base Salary") of $875,000 payable in accordance with the Company's customary payroll practices. The Employee's Base Salary shall be increased to $1,000,000 effective on the Transition Date. With respect to any Fiscal Year during which Employee is employed by the Company for less than the entire Fiscal Year, the Base Salary shall be prorated for the period during which the Employee is so employed. Notwithstanding the foregoing, Employee's annual Base Salary may be increased, but not decreased (taking into account prior increases) without Employee's consent at anytime and from time to time to levels greater than the levels set forth in the preceding sentence at the discretion of the Board of Directors of the Company to reflect merit or other increases. The term "Fiscal Year" as used herein shall mean each period of twelve (12) calendar months commencing on January 1st of each calendar year during the Employment Period and expiring on December 31st of such year.

(b) Annual Awards. In addition to the Base Salary, Employee shall be eligible to receive Annual Awards in an amount equal to a target of 120% for the 2010 Fiscal Year and 125% for Performance Periods after the 2010 Fiscal Year, of the Employee's Base Salary in effect for the Performance Period with respect to which such Annual Award is granted, as established pursuant to the terms of the Company's Executive Incentive Plan, as amended (the

"Executive Incentive Plan"). The Annual Award shall be based on the achievement of such Performance Goals as are established by the Compensation Committee of the Board of Directors pursuant to the Executive Incentive Plan. The achievement of said Performance Goals shall be determined by the Compensation Committee of the Board of Directors. Except as otherwise provided in Sections 3 and 24, with respect to any Fiscal Year during which Employee is employed by the Company for less than the entire Fiscal Year, the Annual Award shall be prorated for the period during which Employee was so employed. The Annual Award shall be payable within sixty (60) days after the end of the Company's Fiscal Year. To the extent of any conflict between the provisions of this Agreement and the Executive Incentive Plan, the terms of this Agreement shall control.

(c) Merit and Other Bonuses. Employee shall be entitled to such other bonuses as may be determined by the Board of Directors of the Company or by a committee of the Board of Directors as determined by the Board of Directors, in its sole discretion.

(d) Existing Stock Options and Shares of Restricted Stock. The Company has issued to Employee options to purchase shares of the Company's Common Stock pursuant to the terms of various Option Agreements and the terms of the 2007 Stock Incentive Plan (the "Outstanding Option Grants"). The Company has also granted to Employee restricted shares of the Company's Common Stock pursuant to the terms of the Company's 2007 Stock Incentive Plan (the "Outstanding Restricted Stock Grants"). The options issued or to be issued under the Outstanding Option Grants shall continue to be subject to the terms of the Option Agreements, except to the extent otherwise provided for in this Agreement. The shares of restricted stock granted or to be granted under the Outstanding Restricted Stock Grants shall continue to be subject to the terms of the Executive Restricted Stock Agreements, except to the extent otherwise provided for in this Agreement. Upon execution of the 2008 Employment Agreement, the Employee received shares of restricted stock with a value of $1,000,000, which vest 100% on the third anniversary thereof provided the Employee is employed on such date or as otherwise provided herein ("Special Restricted Stock Award").

(e) New Grant. As of the Effective Date, the Company shall grant to Employee a number of shares of restricted stock equal to $2,000,000 divided by the per share closing price on the Effective Date (rounded up to the next whole share), which will vest 25% on each anniversary of the Effective Date provided the Employee is employed on such date except as otherwise provided herein, and which will be in lieu of a discretionary annual grant of restricted stock for Fiscal Year 2011.

(f) Other Stock Options. Employee shall be entitled to participate and receive option grants under the 2007 Stock Incentive Plan and such other incentive or stock option plans as may be in effect from time-to-time, as determined by the Board of Directors of the Company.

(g) Other Compensation Programs. Employee shall be entitled to participate in the Company's incentive and deferred compensation programs and such other programs as are established and maintained for the benefit of the Company's employees or executive officers, subject to the provisions of such plans or programs.

(h) Other Benefits. During the term of this Agreement, Employee shall also be entitled to participate in any other health insurance programs, life insurance programs, disability programs, stock incentive plans, bonus plans, pension plans and other fringe benefit plans and programs as are from time to time established and maintained for the benefit of the Company's employees or executive officers, subject to the provisions of such plans and programs.

(i) Expenses. Employee shall be reimbursed for all out-of-pocket expenses reasonably incurred by him on behalf of or in connection with the business of the Company, pursuant to the normal standards and guidelines followed from time to time by the Company. Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense or reimbursement described in this Section 2(h) does not constitute a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any expense or reimbursement described in this Section 2(h) shall meet the following requirements: (i) the amount of expenses eligible for reimbursement provided to Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee in any other calendar year, (ii) the reimbursements for expenses for which Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, (iii) the right to payment or reimbursement on in-kind benefits hereunder may not be liquidated or exchanged for any other benefit and (iv) the reimbursements shall be made pursuant to objectively determinable and nondiscretionary Company policies and procedures regarding such reimbursement of expenses.

(j) Long Term Awards. Employee shall be entitled to participate in the Executive Incentive Plan (or any successor plan maintained by the Company) for purposes of receiving Long Term Awards pursuant to the terms of this Agreement and the Executive Incentive Plan (or such successor plan).

(k) Synergy Incentive Plan. Employee is currently a participant in the Synergy Incentive Plan. A schedule of the maximum awards that the Employee is eligible to receive under the Synergy Incentive Plan is attached as Schedule 2(k). Awards under the Synergy Incentive Plan shall not be considered Annual Awards, Long Term Awards, or equity awards or otherwise taken into account for purposes of Sections 3, 4 or 24 of this Agreement, but instead, such awards shall be governed by the terms of the Synergy Incentive Plan.

(l) Vacation. The Employee shall continue to be entitled to four (4) weeks paid vacation ("Vacation Time") for each full calendar year of employment. For the calendar year in which the Employee's Date of Termination occurs, the amount of Vacation Time to which the Employee is entitled shall be prorated. Vacation Time of up to two (2) weeks not taken during the calendar year in which it is accrued may be carried over to subsequent years with no more than six (6) weeks Vacation Time available in any Fiscal Year.

(m) Insurance. At all times during the term of this Agreement, and for ten (10) years thereafter, the Employee shall be covered under the Company's directors' and officers' liability insurance, but only to the same extent as other senior officers.

(n) Aircraft. It is the intention of the Board of Directors that the Employee have full access and use of the corporate aircraft as set forth in the March 2009 Corporate Aircraft Policy. The Company's March 2009 Corporate Aircraft Policy will apply to Employee during the term of this Agreement and will not be changed without Employee's consent unless unforeseen and unexpected circumstances arise that require the policy to be modified.

3. **Termination**.

(a) For Cause. The Company shall have the right to terminate this Agreement and to discharge Employee for Cause (as defined below), at any time during the term of this Agreement. Termination for Cause shall mean, during the term of this Agreement, (i) Employee's willful and continued failure to substantially perform his duties after he has received written notice from the Company identifying the actions or omissions constituting willful and continued failure to perform, (ii) Employee's conviction or plea to a felony, misdemeanor or any other crime, (iii) Employee's actions or omissions that constitute fraud, dishonesty or gross misconduct, (iv) Employee's breach of any fiduciary duty that causes material injury to the Company, (v) Employee's breach of any duty causing material injury to the Company, (vi) Employee's inability to perform his material duties to the reasonable satisfaction of the Company due to alcohol or other substance abuse, or (vii) any violation of the Company's policies or procedures involving discrimination, harassment, substance abuse or work place violence. Any termination for Cause pursuant to this Section shall occur only after notice is given to Employee in writing which shall set forth in detail all acts or omissions upon which the Company is relying to terminate Employee for Cause and, in the case of (i) or (vii), after which the Employee has failed to cure any actions or omissions which provide the Company with a basis to terminate the Employee for Cause.

Upon any determination by the Company that Cause exists to terminate Employee, the Company shall cause a special meeting of the Board of Directors to be called and held at a time mutually convenient to the Board of Directors and Employee, but in no event later than ten (10) business days after Employee's receipt of the notice that the Company intends to terminate Employee for Cause. Employee shall have the right to appear before such special meeting of the Board of Directors with legal counsel of his choosing to refute such allegations and shall have a reasonable period of time to cure any actions or omissions in the case of (i) or (vii) which provide the Company with a basis to terminate Employee for Cause (provided that such cure period shall not exceed 30 days), provided that Company shall not terminate the Employee until the end of the 30 day period. A majority of the members of the Board of Directors must affirm that Cause exists to terminate Employee. In the event the Company terminates Employee for Cause, the Company shall only be obligated to continue to pay in the ordinary and normal course of its business to Employee his Base Salary plus accrued but unused Vacation Time through the termination date and the Company shall have no further obligations to Employee under this Agreement from and after the date of termination.

(b) Resignation by Employee Without Good Reason. If Employee shall resign or otherwise terminate his employment with the Company at anytime during the term of this Agreement, other than for Good Reason (as defined below), Employee shall only be entitled to receive his accrued and unpaid Base Salary and unused Vacation Time through the

termination date, and the Company shall have no further obligations under this Agreement from and after the date of resignation.

(c) Termination by Company Without Cause and by Employee For Good Reason. At any time during the term of this Agreement, (i) the Company shall have the right to terminate this Agreement and to discharge Employee without Cause effective upon delivery of written notice to Employee, and (ii) Employee shall have the right to terminate this Agreement for Good Reason effective upon delivery of written notice to the Company. For purposes of this Agreement, "Good Reason" shall mean: (i) the Company has materially reduced the duties and responsibilities of Employee (x) prior to the Transition Date from the duties and responsibilities of the Employee as President and Chief Operating Officer at the Effective Time and (y) on and after the Transition Date from the duties and responsibilities of the Employee as Chief Executive Officer at the Transition Date, (ii) the Company has breached any material provision of this Agreement and has not cured such breach within 30 days of receipt of written notice of such breach from Employee, (iii) the Company does not provide health, life, disability, incentive or equity benefits which are substantially comparable in the aggregate to the level of such benefits and incentive compensation provided on the Effective Time, other than due to a reduction in such level of benefits to the extent such reduction applies to other senior executives of the Company and provided that any particular plan containing such benefits may be amended or terminated, (iv) Employee's office is relocated by the Company to a location which is not located within the Arizona County of Maricopa, (v) Employee has not become the Chief Executive Officer as of the Transition Date, or (vi) the Company's termination without Cause of the continuation of the Employment Period provided in this Agreement. Notwithstanding the foregoing, the Employee's termination of employment pursuant to this Agreement shall not be effective unless (x) the Employee delivers a written notice setting forth the details of the occurrence giving rise to the claim of termination for Good Reason within a period not to exceed 90 days of its initial existence and (y) the Company fails to cure the same within a thirty (30) day period.

Upon any such termination by the Company without Cause, or by Employee for Good Reason, (i) the Company shall pay to Employee: all of Employee's accrued but unpaid Base Salary and accrued but unused Vacation Time through the date of termination in a lump sum within sixty (60) days of termination; (ii) the Company shall pay to Employee Base Salary for three (3) years from the date of termination when and as Base Salary would have been due and payable hereunder but for such termination; (iii) the Company shall continue providing medical, dental, and/or vision coverage to the Employee and/or the Employee's family, at least equal to that which would have been provided to the Employee if the Employee's employment had not terminated, until the earlier of (1) the date the Employee becomes eligible for any comparable medical, dental, or vision coverage provided by any other employer, or (2) the date the Employee becomes eligible for Medicare or any similar government-sponsored or provided health care program (whether or not such coverage is equivalent to that provided by the Company); (iv) all stock option grants, restricted stock grants and restricted stock unit grants (other than the Special Restricted Stock Award), to the extent they would have vested during the Fiscal Year of termination, will immediately vest and become unrestricted, if not vested previously, and any such options will remain exercisable for the lesser of the unexpired term of the option without regard to the termination of Employee's employment or three (3) years from

the date of termination of employment; (v) the Special Restricted Stock Award will immediately fully vest; (vi) all Annual Awards shall vest and be paid on a prorated basis in an amount equal to the Annual Awards payment that the Compensation Committee of the Board of Directors determines would have been paid to Employee pursuant to the Executive Incentive Plan had Employee's employment continued to the end of the Performance Period multiplied by a fraction, the numerator of which is the number of completed months of employment during such Performance Period and the denominator of which is the total number of months in the Performance Period, within sixty (60) days after the end of the Company's Fiscal Year; (vii) all Long Term Awards shall vest and be paid on a prorated basis in an amount equal to the Long Term Awards payment that the Compensation Committee of the Board of Directors determines would have been paid to Employee pursuant to the Executive Incentive Plan had Employee's employment continued to the end of the Performance Period multiplied by a fraction, the numerator of which is the number of completed months of employment during such Performance Period and the denominator of which is the total number of months in the Performance Period, within sixty (60) days after the end of the Company's Fiscal Year in which the Performance Period ends; (viii) as of the termination date Employee shall be paid, in accordance with the terms of any deferred compensation plan in which Employee was a participant and any elections thereunder, the balance of all amounts credited or eligible to be credited to Employee's deferred compensation account (including all Company contributions, whether or not vested); (ix) the Company shall continue director and officer liability insurance for ten (10) years; and (x) the Company shall provide outplacement services which may include administrative support for up to one (1) year, provided that such amount may not exceed $50,000 (collectively, the foregoing consideration payable to Employee shall be referred to herein as the "Severance Payment"). Other than the Severance Payment, the Company shall have no further obligation to Employee except for the obligations set forth in Sections 10, 17, and 25 of this Agreement after the date of such termination; provided, however, that Employee shall only be entitled to continuation of the Severance Payment as long as he is in compliance with the provisions of Sections 7, 8, 10 and 11 of this Agreement.

(d) Disability of Employee. This Agreement may be terminated by the Company upon the Disability of Employee. "Disability" shall mean any mental or physical illness, condition, disability or incapacity which prevents Employee from reasonably discharging his duties and responsibilities under this Agreement for a period of 180 consecutive days. In the event that any disagreement or dispute shall arise between the Company and Employee as to whether Employee suffers from any Disability, then, in such event, Employee shall submit to the physical or mental examination of a physician licensed under the laws of the State of Arizona, who is mutually agreeable to the Company and Employee, and such physician shall determine whether Employee suffers from any Disability. In the absence of fraud or bad faith, the determination of such physician shall be final and binding upon the Company and Employee. The entire cost of such examination shall be paid for solely by the Company. In the event the Company has purchased Disability insurance for Employee, Employee shall be deemed disabled if he is completely (fully) disabled as defined by the terms of the Disability policy. Disability shall not be deemed to occur unless it constitutes a "disability," as such term is defined in Code Section 409A. In the event that at any time during the term of this Agreement Employee shall suffer a Disability and the Company terminates Employee's employment for such Disability, such Disability shall be considered to be a termination by the Company without Cause or a

termination by Employee for Good Reason and the Severance Payment shall be paid to Employee to the same extent and in the same manner as provided for in Section 3(c) above, except that (i) payments of Annual Salary shall be mitigated by payments under Company-sponsored disability payments and (ii) the Employee will not be entitled to outplacement services.

(e) Death of Employee. If during the term of this Agreement Employee shall die, then the employment of Employee by the Company shall automatically terminate on the date of Employee's death. In such event, Employee's death shall be considered to be a termination by the Company without Cause or a termination by Employee for Good Reason and the Severance Payment shall be paid to Employee's personal representative or estate to the same extent and in the same manner as provided for in Section 3(c) above (except that Employee will not be entitled to outplacement services) and without mitigation for any insurance policies held by Employee. Once such payments have been made to Employee's personal representative, beneficiary or estate, as the case may be, the Company shall have no further obligations under this Agreement to said personal representative, beneficiary or estate, or to any heirs of Employee.

4. **Termination of Employment by Employee for Change of Control**.

(a) Termination Rights. Notwithstanding the provisions of Section 2 and Section 3 of this Agreement, in the event that there shall occur a Change of Control (as defined below) of the Company and either within six months before as set forth in Section 4(c) or within two years after such Change of Control Employee's employment hereunder is terminated by the Company without Cause or by Employee for Good Reason, then the Company shall be required to pay to Employee (i) the Severance Payment provided in Section 3(c), except that the Severance Payment described in the unnumbered paragraph in Section 3(c)(ii) shall be paid in a single lump sum sixty (60) days after termination if termination occurs within two years after such Change of Control, and (ii) the product of three (3) multiplied by the sum of (x) the target Annual Award for the year prior to termination, plus (y) the target Long Term Award for the performance period ending in the year prior to termination, payable in a single lump sum sixty (60) days after termination. To the extent that payments are owed by the Company to Employee pursuant to this Section 4, they shall be made in lieu of payments pursuant to Section 3, and in no event shall the Company be required to make payments or provide benefits to Employee under both Section 3 and Section 4.

(b) Change of Control of the Company Defined. For purposes of this Section 4, the term "Change of Control of the Company" shall mean the occurrence of any of the following:

(i) an acquisition (other than directly from the Company) of any voting securities of the Company (the "Voting Securities") by any "Person" (as the term person is used for purposes of Section 13(d) or 14(d) of the Exchange Act), immediately after which such Person has "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the then outstanding common stock of the Company ("Shares") or the combined voting power of the Company's then outstanding Voting Securities; *provided, however,* in determining whether a Change of Control has occurred pursuant to this subsection (a), Shares or Voting Securities which are acquired in a "Non-Control

Acquisition" (as hereinafter defined) shall not constitute an acquisition which would cause a Change of Control. A "Non-Control Acquisition" shall mean an acquisition by (a) an employee benefit plan (or a trust forming a part thereof) maintained by (1) the Company or (2) any corporation or other Person of which a majority of its voting power or its voting equity securities or equity interest is owned, directly or indirectly, by the Company (for purposes of this definition, a "Related Entity"), (b) the Company or any Related Entity, or (c) any Person in connection with a "Non-Control Transaction" (as hereinafter defined);

(ii) the individuals who, as of the Effective Time, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least a majority of the members of the Board or, following a Merger Event which results in a Parent Corporation, the board of directors of the ultimate Parent Corporation (as defined in paragraph (iii)(1)(A) below); *provided*, *however*, that if the election, or nomination for election by the Company's common stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Agreement, be considered as a member of the Incumbent Board; *provided further, however*, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a "Proxy Contest") including by reason of any agreement intended to avoid or settle a Proxy Contest; or

(iii) the consummation of:

(1) a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued (a "Merger Event"), unless such Merger Event is a "Non-Control Transaction." A "Non-Control Transaction" shall mean a Merger Event where:

(A) the stockholders of the Company, immediately before such Merger Event own directly or indirectly immediately following such Merger Event at least fifty percent (50%) of the combined voting power of the outstanding voting securities of (x) the corporation resulting from such Merger Event (the "Surviving Corporation") if fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly by another Person (a "Parent Corporation"), or (y) if there are one or more Parent Corporations, the ultimate Parent Corporation; and,

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger Event constitute at least a majority of the members of the board of directors of (x) the Surviving Corporation, if there are no Parent Corporation, or (y) if there are one or more Parent Corporations, the ultimate Parent Corporation; and

(C) no Person other than (1) the Company, (2) any Related Entity, (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to such Merger Event was maintained by the Company or any Related Entity, or (4) any Person who, immediately prior to such Merger Event had Beneficial Ownership of

fifty percent (50%) or more of the then outstanding Voting Securities or Shares, has Beneficial Ownership of fifty percent (50%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation if there is no Parent Corporation, or (y) if there are one or more Parent Corporations, the ultimate Parent Corporation.

(2) a complete liquidation or dissolution of the Company; or

(3) the sale or other disposition of all or substantially all of the assets of the Company to any Person (other than a transfer to a Related Entity or under conditions that would constitute a Non-Control Transaction with the disposition of assets being regarded as a Merger Event for this purpose or the distribution to the Company's stockholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Company which, by reducing the number of Shares or Voting Securities then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Persons, provided that if a Change of Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Company, and after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities which increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change of Control shall occur.

In addition, a Change of Control shall not be deemed to occur unless the event(s) that causes such Change of Control also constitutes a "change in control event," as such term is defined in Code Section 409A.

(c) If an Employee's employment or service is terminated by the Company without Cause within six months prior to the date of a Change of Control but the Employee reasonably demonstrates that the termination (A) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change of Control or (B) otherwise arose in connection with, or in anticipation of, a Change of Control which has been threatened or proposed, such termination shall be deemed to have occurred after a Change of Control for purposes of this Agreement provided a Change of Control shall actually have occurred.

5. **Gross-Up Payment**.

(a) Amount.

(i) In the event that (a) any payment or benefit provided for under this Agreement and/or any other arrangement or agreement with the Company ("Base Payment") would subject the Employee to the excise tax ("Excise Tax") imposed by Section 4999 of the Code (or any other similar tax that may hereafter be imposed) and (b) the Base Payment is less than 110% of the sum of three (3) times the "base amount" (as defined in Code Section 280G)

minus $1.00 (“Safe Harbor Amount”), then any amounts payable under this Agreement shall be reduced so that the Base Payment, in the aggregate, is reduced to the Safe Harbor Amount. The reduction of the amounts payable under this Agreement shall be made by first reducing the cash payments payable under this Agreement. No reduction shall occur if the Base Payment is 110% (or more) of the Safe Harbor Amount.

(ii) In the event that (a) the reduction in Section 5(a)(i) is not applicable, (b) there is a Base Payment which would subject the Employee to the Excise Tax, and (c) the closing stock price of the Company on the date of the Change of Control equals or exceeds the Threshold Share Price (as defined below), then the Employee shall be entitled to receive the payment described in Section 5(a)(iii) below. For this purpose, the “Threshold Share Price” equals the average closing price of a share of Company common stock over the first twenty (20) days following the Merger. The Threshold Share Price may be reviewed annually and adjusted at the discretion of the Compensation Committee.

(iii) If the Base Payment is subject to the Excise Tax imposed by Section 4999 of the Code and the requirements of Section 5(a)(ii) are met, the Company shall pay to Employee the Gross-Up Payment determined as follows: The “Gross-Up Payment” shall be equal to the sum of (1) the Excise Tax imposed with respect to the Base Payment, plus (2) the Excise Tax imposed with respect to the Gross-Up Payment, plus (3) all other taxes imposed on Employee with respect to the Gross-Up Payment, including income taxes and Employee’s share of FICA, FUTA and other payroll taxes. The Gross-Up Payment shall not include the payment of any tax on the Base Payment other than the Excise Tax. The Gross-Up Payment is intended to place Employee in the same economic position Employee would have been in if the Excise Tax did not apply, and shall be calculated in accordance with such intent.

(b) Tax Rates and Assumptions. For purposes of determining the amount of the Gross-Up Payment, Employee shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of Employee’s residence on the date of termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes.

(c) Payment and Calculation Procedures. The Gross-Up Payment attributable to a Base Payment shall be paid to Employee in cash and at such times as such Base Payment is paid or provided pursuant to this Agreement. Simultaneously with or prior to the Company’s payment of a Base Payment, the Company shall deliver to Employee a written statement specifying the total amount of the Base Payment and the Excise Tax and Gross-Up Payment relating to the Base Payment, if any, together with all supporting calculations and conclusions. If Employee disagrees with the Company’s determination of the Excise Tax or Gross-Up Payment, Employee shall submit to the Company, no later than 30 days after receipt of the Company’s written statement, a written notice advising the Company of the disagreement and setting forth Employee’s calculation of said amounts. Employee’s failure to submit such notice within such period shall be conclusively deemed to be an agreement by Employee as to the amount of the Excise Tax and Gross-Up Payment, if any. If the Company agrees with Employee’s calculations, it shall pay any shortfall in the Gross-Up Payment to Employee within 20 days after receipt of such a notice from Employee. If the Company does not agree with Employee’s

calculations, it shall provide Employee with a written notice within 20 days after the receipt of Employee's calculations advising Employee that the disagreement is to be referred to an independent accounting firm for resolution. Such disagreement shall be referred to a nationally recognized independent accounting firm which is not the regular accounting firm of the Company and which is designated by the Company. The Company shall be required to designate such accounting firm within 10 days after issuance of the Company's notice of disagreement. The accounting firm shall review all information provided to it by the parties and submit a written report to the parties setting forth its calculation of the Excise Tax and the Gross-Up Payment within 15 days after submission of the matter to it, and such decision shall be final and binding on all of the parties. The fees and expenses charged by said accounting firm shall be paid by the Company. If the amount of the Gross-Up Payment actually paid by the Company was less than the amount calculated by the accounting firm, the Company shall pay the shortfall to Employee within 5 days after the accounting firm submits its written report. If the amount of the Gross-Up Payment actually paid by the Company was greater than the amount calculated by the accounting firm, Employee shall pay the excess to the Company within 5 days after the accounting firm submits its written report.

(d) Subsequent Recalculation. In the event the Internal Revenue Service or other applicable governmental authority imposes an Excise Tax with respect to a Base Payment that is greater than the amount of the Excise Tax determined pursuant to the immediately preceding paragraph, the Company shall reimburse Employee for the full amount of such additional Excise Tax plus any interest and penalties which may be imposed in connection therewith, and pay to Employee a Gross-up Payment sufficient to make Employee whole and reimburse Employee for any Excise Tax, income tax and other taxes imposed on the reimbursement of such additional Excise Tax and interest and penalties, in accordance with the principles set forth above.

(e) Example. The calculation of the Gross-Up Payment is illustrated by the example set forth in Schedule 5(e), attached to this Agreement and hereby incorporated by reference. The amounts set forth in such example are for illustration purposes only and no implication shall be drawn from such example as to the amounts otherwise payable to Employee by the Company.

6. **Successor To Company**. The Company shall require any successor, whether direct or indirect, to all or substantially all of the business, properties and assets of the Company whether by purchase, merger, consolidation or otherwise, prior to or simultaneously with such purchase, merger, consolidation or other acquisition to execute and to deliver to Employee a written instrument in form and in substance reasonably satisfactory to Employee pursuant to which any such successor shall agree to assume and to timely perform or to cause to be timely performed all of the Company's covenants, agreements and obligations set forth in this Agreement (a "Successor Agreement"). The failure of the Company to cause any such successor to execute and deliver a Successor Agreement to Employee shall constitute a material breach of the provisions of this Agreement by the Company.

7. **Restrictive Covenants**. In consideration of his employment and the other benefits arising under this Agreement, Employee agrees that during the term of this Agreement,

and for a period of two (2) years (three (3) years in the event Section 4(a) hereof is applicable) following the termination of this Agreement, Employee shall not directly or indirectly:

(a) alone or as a partner, joint venturer, officer, director, member, employee, consultant, agent, independent contractor or stockholder of, or lender to, any company or business, (i) engage in the business of solid waste collection, disposal or recycling (the "Solid Waste Services Business") in any market in which the Company or any of its subsidiaries or affiliates does business, or any other line of business which is entered into by the Company or any of its subsidiaries or affiliates during the term of this Agreement, or (ii) compete with the Company or any of its subsidiaries or affiliates in acquiring or merging with any other business or acquiring the assets of such other business; or

(b) for any reason, (i) induce any customer of the Company or any of its subsidiaries or affiliates to patronize any business directly or indirectly in competition with the Solid Waste Services Business conducted by the Company or any of its subsidiaries or affiliates in any market in which the Company or any of its subsidiaries or affiliates does business; (ii) canvass, solicit or accept from any customer of the Company or any of its subsidiaries or affiliates any such competitive business; or (iii) request or advise any customer or vendor of the Company or any of its subsidiaries or affiliates to withdraw, curtail or cancel any such customer's or vendor's business with the Company or any of its subsidiaries or affiliates; or

(c) for any reason, employ, or knowingly permit any company or business directly or indirectly controlled by him, to employ, any person who was employed by the Company or any of its subsidiaries or affiliates at or within the prior six months, or in any manner seek to induce any such person to leave his or her employment.

Notwithstanding the foregoing, the beneficial ownership of less than five percent (5%) of the shares of stock of any corporation having a class of equity securities actively traded on a national securities exchange or over-the-counter market shall not be deemed, in and of itself, to violate the prohibitions of this Section.

8. **Confidentiality**. Employee agrees that at all times during the term of this Agreement and after the termination of employment for as long as such information remains non-public information, Employee shall (a) hold in confidence and refrain from disclosing to any other party all information, whether written or oral, tangible or intangible, of a private, secret, proprietary or confidential nature, of or concerning the Company or any of its subsidiaries or affiliates and their business and operations, and all files, letters, memoranda, reports, records, computer disks or other computer storage medium, data, models or any photographic or other tangible materials containing such information ("Confidential Information"), including without limitation, any sales, promotional or marketing plans, programs, techniques, practices or strategies, any expansion plans (including existing and entry into new geographic and/or product markets), and any customer lists, (b) use the Confidential Information solely in connection with his employment with the Company or any of its subsidiaries or affiliates and for no other purpose, (c) take all precautions necessary to ensure that the Confidential Information shall not be, or be permitted to be, shown, copied or disclosed to third parties, without the prior written consent of the Company or any of its subsidiaries or affiliates, and (d) observe all security policies implemented by the Company or any of its subsidiaries or affiliates from time to time

with respect to the Confidential Information. In the event that Employee is ordered to disclose any Confidential Information, whether in a legal or regulatory proceeding or otherwise, Employee shall provide the Company or any of its subsidiaries or affiliates with prompt notice of such request or order so that the Company or any of its subsidiaries or affiliates may seek to prevent disclosure. In addition to the foregoing Employee shall not at any time libel, defame, ridicule or otherwise disparage the Company.

9. **Specific Performance; Injunction**. The parties agree and acknowledge that the restrictions contained in Sections 7 and 8 are reasonable in scope and duration and are necessary to protect the Company or any of its subsidiaries or affiliates. If any provision of Section 7 or 8 as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other provision of this Agreement. If any such provision, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced. Employee agrees and acknowledges that the breach of Section 7 or 8 will cause irreparable injury to the Company or any of its subsidiaries or affiliates and upon breach of any provision of such Sections, the Company or any of its subsidiaries or affiliates shall be entitled to injunctive relief, specific performance or other equitable relief, without being required to post a bond; provided, however, that, this shall in no way limit any other remedies which the Company or any of its subsidiaries or affiliates may have (including, without limitation, the right to seek monetary damages).

10. **Nondisparagement**.

(a) The Employee shall not, at any time during his employment with the Company or thereafter, make any public or private statement to the news media, to any Company competitor or client, or to any other individual or entity, if such statement would disparage any of the Company, any of their respective businesses or any director or officer of any of them or such businesses or would have a deleterious effect upon the interests of any of such businesses or the stockholders or other owners of any of them; provided, however, that the Employee shall not be in breach of this restriction if such statements consist solely of (i) private statements made to any officers, directors or employees of any of the Company by the Employee in the course of carrying out his duties pursuant to this Agreement or, to the extent applicable, his duties as a director or officer, or (ii) private statements made to persons other than clients or competitors of any of the Company (or their representatives) or members of the press or the financial community that do not have a material adverse effect upon any of the Company; and provided that nothing contained in this paragraph or in any other provision of this Agreement shall preclude the Employee from making any statement in good faith that is required by law, regulation or order of any court or regulatory commission, department or agency.

(b) The Company shall not, at any time during the Employee's employment with the Company or thereafter, authorize any person to make, nor shall the Company condone the making of, any statement, publicly or privately, by its officers which would disparage the Employee; provided, however, that the Company shall not be in breach of this restriction if such

statements consist solely of (i) private statements made to any officers, directors or employees of the Company or (ii) private statements made to persons other than clients or competitors of any of the Company (or their representatives) or members of the press or the financial community that do not have a material adverse effect upon the Employee; and provided, further, that nothing contained in this paragraph or in any other provision of this Agreement shall preclude any officer, director, employee, agent or other representative of any of the Company from making any statement in good faith which is required by any law, regulation or order of any court or regulatory commission, department or agency.

11. **Future Cooperation**. The Employee agrees to make himself reasonably available to the Company and its affiliates in connection with any claims, disputes, investigations, regulatory examinations or actions, lawsuits or administrative proceedings relating to matters in which the Employee was involved during the period in which he was Chief Operating Officer or Chief Executive Officer of the Company, and to provide information to the Company and otherwise cooperate with the Company and its affiliates in the investigation, defense or prosecution of such actions.

12. **Payments Contingent on Employee's Release of Company**. All of the payments and benefits to which the Employee would otherwise be entitled under Sections 3 and 4, except with respect to payments of accrued and unpaid Base Salary and vacation pay shall be contingent on the Employee's delivery to the Company of a signed and enforceable release of all claims against the Company, other than with respect to employee pension, health or medical benefit plans, rights to indemnification under the director and officer liability insurance policy, or under the bylaws or certificate of incorporation of the Company, within thirty (30) days of termination.

13. **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed given if delivered by hand delivery, by certified or registered mail (first class postage pre-paid), guaranteed overnight delivery or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery to, the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other parties): (a) if to the Company, at its principal executive offices, addressed to the Chief Financial Officer, with a copy to the General Counsel; and (b) if to Employee, at the address listed on the signature page hereto.

14. **Amendment**. This Agreement may not be modified, amended, or supplemented, except by written instrument executed by all parties. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

15. **Assignment; Third Party Beneficiary**. This Agreement, and Employee's rights and obligations hereunder, may not be assigned or delegated by him. The Company may assign its rights, and delegate its obligations, hereunder to any affiliate of the Company, or any successor to the Company or its Solid Waste Services Business, specifically including the restrictive covenants set forth in Section 7 hereof. The rights and obligations of the Company

under this Agreement shall inure to the benefit of and be binding upon its respective successors and assigns.

16. **Severability; Survival**. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) to the extent necessary to permit the remaining provisions to be enforced in accordance with the parties intention. The provisions of Sections 7, 8, 9, 10 and 11 will survive the termination for any reason of Employee's relationship with the Company.

17. **Indemnification**. The Company agrees to indemnify Employee during the term and after termination of this Agreement in accordance with the provisions of the Company's certificate of incorporation and bylaws and the Delaware General Corporation Law.

18. **Counterparts**. This Agreement may be signed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

19. **Governing Law**. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Arizona applicable to contracts executed and to be wholly performed within such State.

20. **Entire Agreement**. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter. Upon the execution of this Agreement the provisions of the 2008 Employment Agreement shall be superseded and shall be of no further force and effect.

21. **Headings**. The headings of Paragraphs and Sections are for convenience of reference and are not part of this Agreement and shall not affect the interpretation of any of its terms.

22. **Construction**. This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. Words of one gender shall be interpreted to mean words of another gender when necessary to construe this Agreement, and in like manner words in singular may be interpreted to be in the plural, and vice versa.

23. **Withholding**. All payments made to Employee shall be made net of any applicable withholding for income taxes, Excise Tax and Employee's share of FICA, FUTA or other taxes. The Company shall withhold such amounts from such payments to the extent required by applicable law and remit such amounts to the applicable governmental authorities in accordance with applicable law.

24. **Retirement Eligibility**. Upon Employee's retirement, in lieu of payments under Sections 3 and 4 (but not 25), the Company shall pay to Employee all of Employee's accrued but unpaid Base Salary through the date of retirement. In addition, for all stock option or restricted stock awards ("Equity Awards") and all monetary awards (including Annual Awards and Long Term Awards pursuant to the Executive Incentive Plan and any retirement contributions to the deferred compensation program) ("Monetary Awards"), in each case granted to Employee prior to July 26, 2006 ("Prior Awards"), such Employee shall be eligible to retire for purposes of the Prior Awards, and such Prior Awards shall fully vest in the event of such retirement, upon attaining either (a) the age of fifty-five (55) and having completed six (6) years of service with the Company or Allied Waste Industries, Inc. or (b) the age of sixty-five (65) without regard to years of service with the Company (the "Original Retirement Policy"). For all Equity Awards and/or Monetary Awards granted to Employee following July 26, 2006 ("Prospective Awards"), the Original Retirement Policy shall apply, and such Prospective Awards shall fully vest in the event of such retirement, provided, and only to the extent that, Employee shall provide the Company with not less than twelve (12) months prior written notice of Employee's intent to retire. Failure by Employee to provide such written notice shall cause the Revised Retirement Policy (as hereinafter defined) to apply with respect to the vesting of Prospective Awards, but such failure shall have no effect whatsoever on the Prior Awards, all of which shall continue to be subject to the Original Retirement Policy. For purposes of this Agreement, (i) "Revised Retirement Policy" shall mean Employee has attained the age of (x) sixty (60) and has completed fifteen (15) years of continuous service with the Company or Allied Waste Industries, Inc. or (y) sixty-five (65) with five (5) years of continuous service with the Company or Allied Waste Industries, Inc. and (ii) all Annual Awards and all Long Term Awards shall vest and be paid on a prorated basis in an amount equal to the Annual Awards and Long Term Awards payment that the Compensation Committee of the Board of Directors determines would have been paid to Employee pursuant to the Executive Incentive Plan had Employee's employment continued to the end of the Performance Period multiplied by a fraction, the numerator of which is the number of completed months of employment during such Performance Period and the denominator of which is the total number of months in the Performance Period, within sixty (60) days after the end of the Company's Fiscal Year in which the Performance Period ends.

25. **Supplemental Retirement Benefit**. If the Employee has a termination of employment for any reason other than due to Employee's actions or omissions that constitute dishonesty, the Employee shall receive supplemental retirement benefits, as follows:

(a) The Company shall pay the Employee a cash lump sum supplemental retirement benefit within thirty (30) days following the date of termination equal to $2,287,972 increased during the period from the Merger until the date of termination based upon an annual interest rate of six percent (6%), compounded annually.

(b) The Company shall continue providing medical, dental, and/or vision coverage to the Employee and/or the Employee's family, at least equal to that which would have been provided to the Employee if the Employee's employment had not terminated, until the earlier of (1) the date the Employee becomes eligible for any comparable medical, dental, or vision coverage provided by any other employer, or (2) the date the Employee becomes eligible

for Medicare or any similar government-sponsored or provided health care program (whether or not such coverage is equivalent to that provided by the Company).

If Employee terminates employment due to Employee's actions or omissions that constitute dishonesty, he shall not be entitled to the benefits set forth in this Section 25.

26. **Code Section 409A**.

(a) General. It is the intention of both the Company and Employee that the benefits and rights to which Employee could be entitled pursuant to this Agreement comply with Code Section 409A, to the extent that the requirements of Code Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If Employee or the Company believes, at any time, that any such benefit or right that is subject to Code Section 409A does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Code Section 409A (with the most limited possible economic effect on Employee and on the Company).

(b) Distributions on Account of Separation from Service. If and to the extent required to comply with Code Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of Employee's employment shall be made upon Employee incurring a "separation of service" within the meaning of Code Section 409A.

(c) Timing of Severance Payments. Notwithstanding anything in this Agreement to the contrary, if Employee is deemed to be a "specified employee" for purposes of Code Section 409A, no Severance Payment or other payments pursuant to, or contemplated by, this Agreement shall be made to Employee by the Company before the date that is six months after the Employee's "separation from service" (or, if earlier, the date of Employee's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Code Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(d) No Acceleration of Payments. Neither the Company nor Employee, individually or in combination, may accelerate any payment or benefit that is subject to Code Section 409A, except in compliance with Code Section 409A and the provisions of this Agreement, and no amount that is subject to Code Section 409A shall be paid prior to the earliest date on which it may be paid without violating Code Section 409A.

(e) Treatment of Each Installment as a Separate Payment. For purposes of applying the provisions of Code Section 409A to this Agreement, each separately identified amount to which Employee is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Code Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(f) Reimbursements. Notwithstanding anything in this Agreement to the contrary, any payment, to the extent such payment constitutes deferral of compensation under Code Section 409A, to reimburse the Employee in an amount equal to all or a designated portion of the Federal, state, local, or foreign taxes imposed upon Employee as a result of compensation paid or made available to Employee by the Company, including the amount of additional taxes imposed upon Employee due to the Company's payment of the initial taxes on such compensation, or for other reimbursements, shall be made no later than the end of Employee's taxable year next following Employee's taxable year in which Employee remits the related taxes or incurs such expense.

(g) Continued Health Benefits. In the event that Employee receives continued health benefits pursuant to Section 3, 4 or 25 of this Agreement, such expense or reimbursement shall meet the following requirements: (i) the amount of expenses eligible for reimbursement provided to Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee in any other calendar year, (ii) the reimbursements for expenses for which Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and (iii) the right to payment or reimbursement on in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

27. Beneficiary. If the Employee dies before receiving any payments due to him under Sections 3 or 4, or under Section 25 in the case of his death after terminating employment, the remaining payments will be paid to his beneficiary.

28. Arbitration. Except with respect to the remedies set forth in Section 9 hereof, if in the event of any controversy or claim between the Company or any of its affiliates and the Employee arising out of or relating to this Agreement, either party delivers to the other party a written demand for arbitration of a controversy or claim then such claim or controversy shall be submitted to binding arbitration. The binding arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Maricopa County, Arizona. Each of the Company and the Employee shall appoint one person to act as an arbitrator, and a third arbitrator shall be chosen by the first two arbitrators (such three arbitrators, the "Panel"). The Panel shall have no authority to award punitive damages against the Company or the Employee. The arbitrator shall have no authority to add to, alter, amend or refuse to enforce any portion of the disputed agreements. The Company and the Employee each waive any right to a jury trial or to petition for stay in any action or proceeding of any kind arising out of or relating to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

REPUBLIC SERVICES, INC., a Delaware corporation

By: /s/ Michael P. Rissman
Its: Executive Vice President and General Counsel

EMPLOYEE:

/s/ Donald W. Slager
Donald W. Slager

Address for Notices: Address shown on the payroll records of the Company

Schedule 2(k)

Maximum Awards Under the Synergy Incentive Plan

	Cash
Donald W. Slager	$10 million

Schedule 5(e)

Gross-Up Payment Example

Assume that the Company makes a Base Payment to Employee of $900,000, and that $600,000 is subject to an Excise Tax of 20%. Also assume that the maximum combined effective federal, state and local tax rate, including Employee's share of payroll taxes but not including the Excise Tax rate, is 45%. Under these circumstances, the Gross-Up Payment would be $342,857.14.

The Gross-Up Payment in this example is equal to the amount of the Base Payment subject to the Excise Tax ($600,000), multiplied by the Excise Tax rate, expressed as a decimal (.20), and divided by the remainder of 1 minus the Excise Tax rate, expressed as a decimal, and minus the effective rate of tax of Employee exclusive of the Excise Tax, expressed as a decimal (1-.20-.45). Hence, the Gross-Up Payment is $600,000 x .20 / (1-.20-.45) = $342,857.14.

The Gross-Up Payment of $342,857.14 represents the sum of the amounts referred to in clauses (1), (2) and (3) of Section 5(a)(iii) of this Agreement, as set forth below.

clause (1):	
Excise Tax on Base Payment (600,000 x .20)	$120,000.00
clause (2):	
Excise Tax on Gross-Up Payment (342,857.14 x .20)	68,571.43
clause (3):	
Other taxes on Gross-Up Payment (342,857.14 x .45)	154,285.71
Total taxes subject to gross-up	342,857.14

Exhibit 10.3

Date: June 14, 2010

To: Kevin Walbridge

From: Don Slager

Re: Promotion to Executive Vice President of Operations

I am very pleased that you have accepted the Company's offer to promote you to the position of Executive Vice President, Operations. The terms and conditions of your new position are contingent on the approval of the Compensation Committee of the Company's Board of Directors and are outlined below:

Effective Date: Your position will begin on or about October 1, 2010, or as mutually agreed;

Reporting: The position reports directly to me, or other individuals as the Company may direct;

Salary: Your new base salary will be $475,000, less applicable withholdings;

Bonus: You will continue to be eligible to participate in the Company's Management Incentive Plan ("MIP") or any successor or similar plan maintained by the Company for the benefit of similarly situated employees. Under the current MIP, the target bonus for your position is 80% of your base compensation, but this bonus is subject to change at the discretion of the Company;

Equity Award: You will be eligible for an equity award in early 2011 valued at $186,500, subject to approval by the Compensation Committee of the Company's Board of Directors;

Long-Term Incentive Plan: You will continue to be eligible to participate in our Long-Term Incentive Plan for the 2009-2011 and 2010-2012 cycles on the same basis as you are currently participating. A new award opportunity will be established in 2011 valued at $250,000, subject to approval by the Compensation Committee. This incentive will be tied to achieving our key financial goals over the following three-year period (2011—2013). A new LTIP award opportunity will be established each year so that this incentive will become part of your annual compensation. The 2011-2013 LTIP cycle and all subsequent LTIP cycles are provided at the discretion of the Company and subject to the approval of the Compensation Committee;

Deferred Compensation Plan: A 2011 annual contribution of $65,000 will be made into the Deferred Compensation Plan account as a special executive benefit. This contribution is made at the discretion of the Compensation Committee;

Synergy Incentive Plan: You will continue to be eligible for your one-time integration bonus in accordance with the terms and conditions of the Company's Synergy Incentive Plan. Your target Synergy Bonus opportunity remains $1,000,000;

Vacation: Vacation time will be accrued and used in accordance with the applicable vacation policy;

Benefits: You will continue to be eligible to participate in all benefit plans that the Company makes available to similarly-situated employees, including the Company's 401k, medical, dental, vision, life insurance, short- term disability, and long-term disability plans;

Relocation: You will be eligible to receive Republic's Level 4 Relocation benefits to assist you with your relocation from Indianapolis to the Phoenix, Arizona area;

Employment Agreement: Your December 5, 2008 Employment Agreement ("Employment Agreement") will continue in accordance with its terms except as modified in this offer. This memorandum shall serve as the new "Appendix B" to your Employment Agreement;

Noncompetition, Non-Solicitation and Confidentiality Agreement: This offer is contingent on you timely signing and returning to me a new Noncompetition, Non-Solicitation and Confidentiality Agreement. Your new Agreement is enclosed with this offer and will serve as "Appendix A" to your Employment Agreement.

Kevin, I am excited to have you join the team in Phoenix and look forward to working with you in your new role. To confirm the terms and conditions of your new position, please sign below where indicated. As always, please do not hesitate to contact me if you have any questions.

I understand all the terms offered to me and accept employment on these terms. I understand and agree that either the Company or I may terminate the employment relationship at any time for any reason. I agree that no other promises have been made to me and that this memorandum shall have no effect until it is approved by the Compensation Committee.

/s/ Kevin Walbridge	June 28, 2010
Kevin Walbridge	**Date**

APPENDIX A

NON-COMPETITION, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

Republic Services, Inc. (the "Company") and Kevin Walbridge ("Employee"), enter into this Non-Competition, Non-Solicitation and Confidentiality Agreement ("Agreement"), effective October 1, 2010 (the "Effective Date"). The Company and Employee will be referred to as the "Parties" in this Agreement. The Parties agree as follows:

1. **Certain Definitions and Understandings**. The Parties expect that some or all of the obligations the Company will assume to Employee under this Agreement will be fulfilled through its parent, subsidiary, related, or successor companies ("Affiliates"). Accordingly, Employee acknowledges that the discharge of any obligation of the Company under this Agreement by one or more of its Affiliates discharges the Company's obligation in that regard. Moreover, the obligations Employee will assume under this Agreement will be owed to the Company and its Affiliates (collectively referred to as the "Company" for the remainder of this Agreement).

2. **Consideration Employee Will Receive Under This Agreement**. The Parties recognize that in order for Employee to perform his duties, Employee needs to manage, use or otherwise handle Confidential Information (as defined below in Section 3.1) belonging to the Company. Thus, the Company agrees to provide Employee with, and access to, Confidential Information necessary to perform his duties. Employee agrees that, in exchange for the Company providing him with Confidential Information, and the Company's agreement to employ him on an at-will basis, Employee will make the promises set forth in the following sections of this Agreement.

3. **Employee's Confidentiality Obligations**.

3.1 For purposes of this Agreement, "Confidential Information" is not limited to information that would qualify as a Trade Secret and includes, but is not limited to: customer lists and agreements; customer service information; names of customer contacts and the identities of their decision-makers; routes and/or territories; information provided to the Company by any actual or potential customer, government agency or other third party; the Company's internal personnel and financial information; information about vendors that is not generally known to the public; purchasing and internal cost information; information about the profitability of particular operations; internal service and operational manuals and procedures; the manner and methods of conducting the Company's business; marketing plans, development plans, price data, cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes; future plans and potential acquisition, divestiture and other development strategies; non-public information about the Company's landfill development plans, landfill capacity, special projects, and the status of any permitting process; the status of any governmental investigation, charge, or lawsuit and the position of the Company regarding the value of such matter; non-public information regarding the Company's compliance with federal, state or local laws; information that gives the Company some competitive business advantage, or the opportunity of obtaining such an

advantage, or the disclosure of which could be detrimental to the interests of the Company; and/or information that is not generally known outside the Company.

3.2 As a consequence of Employee's acquisition of Confidential Information, Employee agrees that it is reasonable and necessary that he make the following covenants:

(a) At no time while Employee is employed or at any time after his employment ends will Employee disclose Confidential Information to any person or entity either inside or outside of the Company other than as necessary in carrying out his duties and responsibilities, nor will Employee use, copy, or transfer Confidential Information other than as necessary in carrying out his duties and responsibilities, without first obtaining the Company's prior written consent. In the event a court concludes that the temporal restrictions in this Section 3.2(a) are unreasonable, Employee's obligations under this Section 3.2(a) will end three (3) years after his employment ends. Nothing in this Agreement prohibits Employee from providing information to any administrative or governmental agency, or from testifying under the power of a subpoena issued from a court of competent jurisdiction.

(b) During his employment, Employee agrees to promptly disclose to the Company all information, ideas, concepts, improvements, discoveries and inventions ("Inventions"), which he conceives, develops, creates, or acquires, either individually or jointly with others, and which relate to the business, products, or services of the Company, irrespective of whether such Inventions were conceived, developed, discovered, or acquired by Employee on the job, at home, or elsewhere. Employee further agrees that all right, title and interest (including copyrights) in and to any Inventions shall be the property of the Company.

(c) When Employee's employment with the Company ends, Employee will immediately deliver to the Company (or its designee) anything containing Confidential Information including, but not limited to, reports, studies, materials, records, documents, books, files, videotapes, tape recordings, computers, computer disks, flash/thumb drives, CDs, DVDs, PDAs, Blackberry devices, mobile telephones, and/or other devices used to store electronic data, including any copies thereof, whether made by Employee or which came into his possession prior to or during his employment concerning the business or affairs of the Company.

4. **Employee's Non-Competition and Non-Solicitation Obligations**.

4.1 *Definitions*:

(a) "Principal Competitor" means: (i) Waste Management, Inc., Waste Connections, Inc., or Veolia Environmental Services North America Corp. (including their predecessors, successors, parents, subsidiaries, or affiliate operations); or (ii) any public or private business (including their predecessors, successors, parents, subsidiaries, or affiliate operations) conducting Non-hazardous Solid Waste Management services in three (3) or more states in which the Company conducts business.

(b) "Competitor" means any public or private business that provides Non-hazardous Solid Waste Management services in any state in which the Company conducts business.

(c) “Rendering Services” means any of the following activities, whether done directly or through others, whether done in person or through telephonic, electronic, or some other means of communication, and whether done as a principal, director, officer, agent, employee, contractor, or consultant: (i) performing any kind of services or duties related to Non-hazardous Solid Waste Management; (ii) selling, marketing, managing, or brokering Non-hazardous Solid Waste Management services; (iii) developing, managing, or otherwise handling data or information concerning potential or actual acquisitions of businesses that engage in Non-hazardous Solid Waste Management; (iv) participating in any decision, or developing, or implementing any strategy, to acquire such businesses; (v) formulating, reviewing, or implementing long or short-term marketing, sales, or operational strategies related to Non-Hazardous Solid Waste Management; (vi) conducting or reviewing cost benefit analysis on proposed projects related to Non-Hazardous Solid Waste Management; (vii) conducting, participating in, or otherwise assisting any review of the prices or rates charged by the Company, whether in connection with an initial contract bid, a contract extension, or a request for a price/rate increase; (viii) soliciting, requesting, reviewing, analyzing, or otherwise handling Confidential Information about the costs (including SG&A or operational), revenues, or profit margins of the Company; (ix) determining, advising, or recommending whether to award a contract to the Company, or whether, and to what extent, the Company is entitled to an increase in its rates or prices; and/or (x) performing any functions that are the same as, or substantially similar to, the duties Employee performed for the Company at any time during the last twenty-four (24) months of his employment.

(d) “Contact” means any direct or indirect interaction between Employee and any customer, potential customer, or acquisition prospect, which takes place in an effort to further a business relationship, whether done directly or through others, whether in person or through telephonic, electronic, or some other means of communication, and whether done as a principal, director, officer, agent, employee, contractor, or consultant.

(e) “Non-hazardous Solid Waste Management” means the collection, hauling, disposal, or recycling, of non-hazardous refuse or other services provided by the Company.

(f) “Facility” means the physical location at which the Company owns, leases, or operates: (i) an office; (ii) a collection operation; or (iii) a post-collection operation (including, but not limited to, landfills, transfer stations, material recovery facilities, recycling facilities and compost facilities).

(g) “Solicit” means soliciting directly or through others, whether done in person or through telephonic, electronic, or some other means of communication, and whether done as a principal, director, officer, agent, employee, contractor, or consultant.

4.2 *Prohibition Against Competition*.

(a) During his employment, and for a period of twenty-four (24) months after his employment ends, Employee will not compete with the Company to the extent, and subject to the express limitations, provided in this Section 4.2. In the event a court concludes that twenty-four (24) months is an unreasonable period of time, Employee’s obligations under this Section 4.2 will end eighteen (18) months after his employment ends.

(b) During his employment, Employee will have detailed knowledge of, and active participation in, many issues affecting the Company's operations across the nation. Much of the Confidential Information Employee will receive will not be limited to a particular geographic area. Nonetheless, the Parties recognize that an appropriate non-competition obligation should balance Employee's interest in future employment with the Company's interest in protecting its Confidential Information and other protectable interests. Accordingly, Employee agrees that he will not Render Services to any Principal Competitor, or to any Competitor, that are: (i) rendered in a state in which the Company does business; or (ii) directed at achieving, or intended to achieve, a result in any such state. In the event a court concludes that this particular restriction is not reasonably limited, Employee will not Render Services to any Principal Competitor, or to any Competitor, that are: (i) rendered within forty (40) miles of any Facility; or (ii) directed at achieving, or intended to achieve, a result within forty (40) miles of any Facility.

4.3 *Prohibition Against Solicitation*.

(a) During his employment, and for a period of twenty-four (24) months after his employment ends, Employee will limit his activities relating to customers, potential customers, acquisition prospects, employees, consultants and independent contractors of the Company to the extent, and subject to the express limitations, provided in this Section 4.3. In the event a court concludes that twenty-four (24) months is an unreasonable period of time, Employee's obligations under this Section 4.3 will end eighteen (18) months after his employment ends.

(b) Employee will not Contact any customers, potential customers, or acquisition prospects of the Company that Employee generated, serviced, managed, contacted, or maintained at any time during the last twenty-four (24) months of his employment on behalf of any Principal Competitor, or any Competitor, that provides Non-hazardous Solid Waste Management services within forty (40) miles of any Facility.

(c) Employee will not, either directly or indirectly, raid, Solicit, attempt to Solicit, or induce, any employee of, consultant to, or independent contractor of, the Company to terminate his or her relationship with the Company in order to become an employee of, consultant to, independent contractor of, or act in any other way on behalf of, any other person or entity.

4.4 *Judicial Modification*. If the applicable temporal or geographic limitations agreed to by the Parties in this Section 4 are found by a court to be overbroad, the Parties expressly authorize the judge before whom any dispute is brought to impose the broadest temporal and geographic limitations permissible under the law.

5. **Employee's Obligation to Avoid Conflicts of Interest**. Employee agrees to abide by the Company's Conflicts of Interests policy, which includes not becoming involved, directly or indirectly, in a situation that a reasonable person would recognize to be an actual conflict of interest with the Company. If Employee discovers, or is informed by the Company that he has become involved in a situation that is an actual or likely conflict of interest with the Company, Employee will take immediate actions to eliminate the conflict. The Company's determination as to whether or not a conflict of interest exists will be conclusive.

6. **Miscellaneous**.

6.1 *Waiver of Breach*. The waiver by any Party of a breach of any provision of this Agreement will neither operate nor be construed as a waiver of any subsequent breach.

6.2 *Assignment*. The Company may assign this Agreement upon written notice to Employee. However, Employee agrees that his rights and obligations under this Agreement are personal to him and may not be assigned without the express written consent of the Company.

6.3 *Entire Agreement, No Oral Amendments*. This Agreement replaces and merges all previous agreements and discussions relating to any non-competition, non-solicitation and/or confidentiality obligations owed by Employee to the Company and it constitutes the entire agreement between Employee and the Company with respect to the rights and obligations of either Party in that regard. This Agreement may not be modified except by a written agreement signed by an executive officer of the Company.

6.4 *Enforceability*. If a court or arbitrator authorized by this Agreement to resolve disputes between the Parties determines that any provision of this Agreement is invalid or unenforceable, the invalid or unenforceable provision will be struck from the Agreement without affecting any other provision of this Agreement. All remaining provisions of this Agreement that were not struck will be enforced according to their terms.

6.5 *Governing Law, Jurisdiction, and Venue.* This Agreement and the rights and obligations of the Parties hereunder shall be governed and interpreted in accordance with the laws of the State of Arizona. Additionally, the Parties agree that the courts situated in Maricopa County, Arizona will have personal jurisdiction over them to hear all disputes arising under, or related to, this Agreement and that venue will be proper only in Maricopa County, Arizona.

6.6 *Injunctive Relief*. The Company and Employee agree that a breach of any term of this Agreement by Employee would cause irreparable harm to the Company and that, in the event of such breach, the Company will have, in addition to any and all remedies of law, the right to an injunction, specific performance and other equitable relief to prevent or redress the violation of Employee's obligations under this Agreement. Additionally, to provide the Company with the protections it has bargained for in this Agreement, any period of time in which Employee has been in breach will extend, by that amount of time, the time for which Employee should be precluded from further breaching the promises made in the Agreement.

6.7 *Attorneys' Fees*. The Company and Employee agree that, if Employee is found to have breached any term of this Agreement, the Company will be entitled to recover the attorneys' fees and costs it incurred in enforcing this Agreement.

The Parties, intending to be bound, execute this Agreement as of the Effective Date.

EMPLOYEE		**COMPANY**
/s/ Kevin Walbridge	By	/s/ Michael P. Rissman
Kevin Walbridge		
	Its	Executive Vice President and General Counsel

Exhibit 10.4

EMPLOYMENT AGREEMENT

Republic Services, Inc. (the **"Company"**) and **Kevin Walbridge ("Employee")** enter into this Employment Agreement **("Agreement"),** which will become effective as of the effective date of the merger involving the Company and Allied Waste Industries, Inc. (the **"Effective Date").** This Agreement outlines the terms and conditions under which the Company will employ Employee. The Company and Employee will be referred to as the **"Parties"** in this Agreement. The Parties agree as follows:

1. **General Duties of Company and Employee.** The Company will employ Employee as Senior Vice President, Midwestern Operations. Employee's duties and responsibilities will be those assigned by Employee's supervisor or such other officer(s) as the Company may designate. Employee will devote all working time and attention to the Company's business and use Employee's best efforts to satisfactorily perform his duties and responsibilities. Employee owes a fiduciary duty of loyalty, fidelity and allegiance to always act in the Company's best interests and to refrain from doing or saying anything that injures the Company. Employee will comply with all Company policies, rules and guidelines. As consideration for Employee's employment and the compensation and benefits payable hereunder, Employee agrees to sign the Company's non-competition, non-solicitation and confidentiality agreement required for Employee's position (and any amendments that may be necessary from time to time). Such agreement is attached to this Agreement as **Appendix A** and becomes effective on the Effective Date of this Agreement.

2. **Employment Period.** Employee's employment is at-will and therefore can be terminated, at any time, with or without cause or notice, by either Employee or the Company. The termination of employment by either Employee or the Company will not affect Employee's then existing non-competition, non-solicitation and confidentiality obligations.

3. **Compensation and Benefits.**

3.1 *Base Salary and Bonus.* The Company will pay to Employee an annual base salary as set forth in the term sheet attached to this Agreement as **Appendix B.** Such salary will be payable in accordance with the Company's practice at the time and subject to periodic review or adjustment by the Company. The Company also may elect, in its sole discretion, to pay Employee a bonus (which may be made pursuant to a Company incentive plan or program or otherwise) in an amount to be determined in the Company's sole discretion.

3.2 *Incentive, Savings, Welfare, Retirement and Equity Plans.* Employee will be entitled to participate in, and be eligible to receive, benefits available to similarly situated employees under Company incentive, savings, welfare, retirement and equity plans and programs, as those currently exist or may be modified by the Company **("Compensation Plans").** Employee's participation in all such Compensation Plans will be governed by the terms and provisions of each Compensation Plan. Nothing in this Agreement shall prohibit or limit the right of the Company to discontinue, modify, or amend any plan or benefit in its sole discretion at any time, provided such discontinuance, modification, or amendment is applied generally to similarly situated employees of the Company.

4. **Termination of Employment.**

4.1 *Termination by Company for Cause.* The Company may terminate Employee's employment for Cause. If such termination occurs, Employee will be entitled to only the payments and benefits provided in Section 5.1. **"Cause"** means: (a) Employee is convicted of or pleads guilty (or nolo contendre) to a felony or other crime involving moral turpitude; (b) the Company determines that Employee knowingly breached any term of this Agreement; (c) the Company determines that Employee knowingly violated any of the Company's policies, rules or guidelines; or (d) the Company determines that Employee willfully engaged in conduct, or willfully failed to perform assigned duties, the result of which exposes the Company to serious actual or potential injury (financial or otherwise).

4.2 *Termination Without Cause.* The Company may terminate Employee's employment Without Cause. If such termination occurs, Employee will be entitled to only the payments and benefits provided for in Section 5.2; provided, however, if such termination Without Cause occurs within one year after a Change in Control (as defined in Section 5.4 below), then the Employee will be entitled to only those payments and benefits provided for in Section 5.3. A termination **"Without Cause"** means a termination of Employee's employment by the Company other than for Cause or because of a disability or death.

4.3 *Termination by Employee.* Employee may terminate the employment relationship for any reason. In the event of a termination by Employee for any reason, Employee will be entitled to only the payments and benefits provided for in Section 5.1; provided, however, if Employee terminates for "Good Reason" (as defined in Section 5.4 below) within one year after a Change in Control, then the Employee will be entitled to those payments and benefits provided for in Section 5.3.

5. **Obligations of Company Upon Termination.**

5.1 *Terminations Other than Without Cause.* If the Employee's employment with the Company terminates for any reason other than Without Cause, the Company will pay Employee within ten (10) days after the termination date all earned but unpaid compensation for time worked through the termination date.

5.2 *Without Cause by the Company.* If the Company terminates Employee's employment Without Cause (and it constitutes a separation from service under Section 409A of the Internal Revenue Code and accompanying Treasury Regulations **("Section 409A")**):

(a) The Company will pay Employee:

(1) all earned but unpaid compensation for the time Employee worked through the termination date, to be paid within ten (10) days after the termination date;

(2) an amount equal to one year of Employee's then current base salary in equal bi-weekly installments over a twelve (12) month period beginning on the bi-weekly payroll date following the sixtieth (60^{th}) day after the termination date;

(3) an amount equal to a prorated annual bonus. The amount of the prorated annual bonus will equal the amount of the annual bonus, if any, to which Employee would have been entitled if Employee was employed by the Company on the last day of the year that includes the termination date multiplied by a fraction equal to the number of days which have elapsed in such year through the termination date divided by 365. Such amount, if any, will be paid at the same time as bonuses are paid to current similarly situated employees of the Company.

(b) Employee's stock options and other equity awards granted after the Effective Date that remain outstanding as of the termination date, will continue to vest and be exercisable as if Employee was employed during the one-year period following the termination date (or, if less, the remainder of the original term of the award);

(c) If Employee and/or Employee's spouse and dependents are enrolled in the Company's medical, dental and/or vision plan as of the termination date, the Employee and/or Employee's spouse and dependents shall continue to participate in those plans (whichever applicable), at the same cost applicable to active employees, until the earliest of: (i) the date Employee becomes eligible for any comparable medical, dental, or vision coverage provided by another employer, (ii) the date Employee becomes eligible for Medicare or any similar government-sponsored or provided health care program, or (iii) the first anniversary of the termination date; and

(d) The payments and benefits provided under Section 5.2 will be instead of any payments or benefits to which Employee may be entitled under the terms of any severance plan or program of the Company in effect on the termination date.

5.3 *Change in Control.* If the Company terminates Employee's employment Without Cause or if Employee resigns for "Good Reason" within one (1) year after the effective date of a Change in Control (and it constitutes a separation from service under Section 409A), Employee will be entitled to the following payments and benefits:

(a) The Company will pay Employee:

(1) all earned but unpaid compensation for the time Employee worked through the termination date, to be paid within ten (10) days after the termination date;

(2) (i) if the Change in Control constitutes a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as defined under Treasury Regulations Section 1.409A-3(i)(5), as may be amended (a **"Section 409A Change in Control"**), then on the bi-weekly payroll date following the sixtieth (60th) day after the termination date, a lump sum amount equal to: (x) two years of Employee's then current base salary,

and (y) two times the Employee's target annual bonus, if any, for the year in which the termination date occurs; and (ii) if the Change in Control does not constitute a Section 409A Change in Control, then (x) an amount equal to two years of Employee's then current base salary in equal biweekly installments over a twenty-four month period beginning on the biweekly payroll date following the sixtieth (60th) day after the termination date, and (y) a lump sum payment equal to two times the Employee's target annual bonus, if any, for the year in which the termination date occurs payable on the bi-weekly payroll date following the sixtieth (60th) day after the termination date;

(b) Employee's stock options and other equity awards granted after the Effective Date that remain outstanding as of the termination date, will become 100% fully vested and exercisable on the termination date and remain exercisable for one (1) year following the termination date, but not beyond the original term of the option or other awards;

(c) If Employee and/or Employee's spouse and dependents are enrolled in the Company's medical, dental and/or vision plan as of the termination date, the Employee and/or Employee's spouse and dependents shall continue to participate in those plans (whichever applicable), at the same cost applicable to active employees, until the earliest of: (i) the date Employee becomes eligible for any comparable medical, dental, or vision coverage provided by another employer, (ii) the date Employee becomes eligible for Medicare or any similar government-sponsored or provided health care program, or (iii) the first anniversary of the termination date;

(d) All long term incentive grants, if any, provided to Employee shall immediately vest as if all targets and conditions had been met and shall be paid by the Company to the Employee at such time as the Company would have been required to make such payments if the termination of employment had not occurred; and

(e) The payments and benefits provided under Section 5.3 will be instead of any payments or benefits to which Employee may be entitled under the terms of any severance plan or program of the Company in effect on the termination date.

5.4 *Change in Control and Good Reason Definitions.* For purposes of this Agreement, **Change in Control** has the meaning set forth on Appendix C. **Good Reason** is defined as a reduction in Employee's base salary, bonus opportunity, or title and applies only during the one-year period following the effective date of a Change in Control.

5.5 *Release of Claims.* The Company's obligations under Section 5 (except Sections 5.2(a)(1) and 5.3(a)(1)) are contingent upon Employee executing (and not revoking during any applicable revocation period) a valid, enforceable, full and unconditional release of all claims Employee may have against the Company (whether known or unknown) as of the termination date in such form as provided by the Company. Additionally, the Company's obligations under those Sections will cease immediately if the Company determines that Employee has violated at

any time any of Employee's non-compete, non-solicitation or confidentiality obligations to the Company.

5.6 Section 409A. Notwithstanding any provisions in this Agreement to the contrary, if at the time of the employment termination the Employee is a "specified employee" as defined in Section 409A and the deferral of the commencement of any payments or benefits otherwise payable as a result of such employment termination is necessary to avoid the additional tax under Section 409A, the Company will defer the payment or commencement of the payment of any such payments or benefits (without any reduction in such payments or benefits ultimately paid or provided to the Employee) until the date that is six (6) months following the employment termination. Any monthly payment amounts deferred will be accumulated and paid to the Employee (without interest) six (6) months after the termination of employment in a lump sum, and the balance of payments due to the Employee will be paid as otherwise provided in this Agreement. Each bi-weekly payment described in Sections 5.2(a)(2) and 5.3(a)(2) is designated as a "separate payment" for purposes of Section 409A. This Agreement will be interpreted, administered and operated in accordance with Section 409A, although nothing herein will be construed as an entitlement to or guarantee of any particular tax treatment to the Employee.

6. **Employee's Obligation to Avoid Conflicts of Interest.** Employee agrees to abide by the Company's Conflicts of Interest policy, which includes not becoming involved, directly or indirectly, in a situation that a reasonable person would recognize to be an actual conflict of interest with the Company. If Employee discovers, or is informed by the Company that Employee has become involved in a situation that is an actual or likely conflict of interest with the Company, Employee will take immediate actions to eliminate the conflict and will not allow the conflict to continue. The Company's determination as to whether or not a conflict of interest exists will be conclusive.

7. **Non-Disparagement.** Employee agrees that at no time during Employee's employment or after Employee's termination date, except as permitted or required by applicable law, will Employee directly or indirectly: (a) disparage or say or write negative things about the Company, its officers, directors, agents, or employees; (b) initiate or participate in any discussion or communication that reflects negatively on the Company, its officers, directors, agents, or employees; or (c) engage in any other activity that the Company considers detrimental to its interests. For purposes of this Section 7, a disparaging or negative statement is any communication, oral or written, which would tend to cause the recipient of the communication to question the business condition, integrity, competence, fairness, or good character of the person or entity to whom the communication relates.

8. **Cooperation and Assistance.** Employee agrees that, after the termination date, Employee will assist and cooperate with the Company concerning business or legal related matters about which Employee possesses relevant knowledge or information. Such cooperation will be provided only at the Company's specific request and will include, but not be limited to, assisting or advising the Company with respect to any business-related matters or any actual or threatened legal action (including testifying in depositions, hearings, and/or trials). In addition, Employee agrees to promptly inform the Company (by telephonic or written communication to Republic Services, Inc., Legal Department, 18500 North Allied Way, Phoenix, AZ 85054, phone number 480-627-2714) if any person or business contacts Employee in an effort to obtain information about the Company.

9. **Miscellaneous.**

9.1 *Waiver of Breach.* The waiver by any Party of a breach of any provision of this Agreement will neither operate nor be construed as a waiver of any subsequent breach.

9.2 *Notice.* All notices and other communications required or permitted under this Agreement will be in writing and will be deemed to have been given when delivered by hand or mailed by registered or certified mail, return receipt requested, as follows:

If to the Company:	Republic Services, Inc. 18500 North Allied Way Phoenix, Arizona 85054 ATTN: General Counsel
If to the Employee:	6 Woodard Place Zoinville, IN 46077

or to such other names or addresses as the Company or Employee, as the case may be, will designate by notice to the other party under this Section 9.2.

9.3 *Assignment.* The Company may assign this Agreement upon written notice to Employee. However, Employee agrees that Employee's rights and obligations under this Agreement are personal to Employee and may not be assigned, except to Employee's estate, without the express written consent of the Company.

9.4 *Entire Agreement, No Oral Amendments.* This Agreement replaces all previous agreements and discussions relating to any employment relationship between Employee and the Company or any of its subsidiaries or affiliated entities and constitutes the entire agreement between Employee and the Company with respect to the matters addressed in this Agreement. This Agreement may not be modified in any respect except by a written agreement signed by an executive officer of the Company. Employee acknowledges that upon the Effective Date of this Agreement it replaces Employee's prior agreement with Allied Waste or the Company or any of its subsidiaries and that Employee is not entitled to any compensation or benefits that may have been provided under such agreement.

9.5 *Enforceability.* If a court or arbitrator authorized by this Agreement to resolve disputes between the Parties determines that any provision of this Agreement is invalid or unenforceable, the invalid or unenforceable provision will be struck from this Agreement without affecting any other provision of this Agreement. All remaining provisions of this Agreement that were not struck will be enforced according to their terms.

9.6 *Governing Law, Jurisdiction, and Venue.* This Agreement and the rights and obligations of the Parties hereunder shall be governed and interpreted in accordance with the laws of the State of Arizona. Additionally, the parties agree that the courts situated in Maricopa County, Arizona will have personal jurisdiction over them to hear all disputes arising under, or related to, this Agreement and that venue will be proper only in a court or arbitral forum in Maricopa County, Arizona.

9.7 *Arbitration.* With the sole exception of any breach by Employee of the obligations Employee assumed under a non-competition, non-solicitation and confidentiality

agreement (the breach of which permits the Company to obtain judicial relief due to the exigent circumstances presented by such a breach), all other alleged breaches of this Agreement, or any other dispute between the Parties arising out of or in connection with Employee's employment with the Company will be settled by binding arbitration to the fullest extent permitted by law. This Agreement to arbitrate applies to any claim for relief of any nature, including but not limited to claims of wrongful discharge under statutory law and common law; employment discrimination based on federal, state or local statute, ordinance, or governmental regulations, including discrimination prohibited by: (a) Title VII of the Civil Rights Act of 1964, as amended, (b) the Age Discrimination in Employment Act, (c) the Americans with Disabilities Act, (d) the Fair Labor Standards Act; claims of retaliatory discharge or other acts of retaliation; compensation disputes; tortious conduct; allegedly contractual violations; ERISA violations; and other statutory and common law claims and disputes, regardless of whether the statute was enacted or whether the common law doctrine was recognized at the time this Agreement was signed.

The Parties understand that they are agreeing to substitute one legitimate dispute resolution forum (arbitration) for another (litigation) because of the mutual advantages this forum offers, and are waiving their right to have their disputes resolved in court except for breaches by the Employee of Employee's non-competition, non-solicitation and confidentiality obligations.

The arbitration proceeding will be conducted in Maricopa County, Arizona in accordance with the National Rules for the Resolution of Employment Disputes (National Rules) of the American Arbitration Association (AAA) in effect at the time a demand for arbitration is made. The Company will pay all costs and expenses of the arbitration, except for the filing fees and costs that would have been required had the proceeding been initiated and maintained in the Maricopa County Superior Court, which fees and costs Employee will pay. Each Party will pay their own attorneys' fees and expenses throughout the arbitration proceeding. However, the arbitrator may award the successful Party its attorneys' fees and expenses at the conclusion of the arbitration and any other relief provided by law.

REPUBLIC SERVICES, INC.

By: /s/ Donald W. Slager
Name: Donald W. Slager
Title: President and Chief Operating Officer

EMPLOYEE

/s/ Kevin Walbridge
Kevin Walbridge

APPENDIX A

NON-COMPETITION, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

Republic Services, Inc. (the "Company") and Kevin Walbridge ("Employee") enter into this Non-Competition, Non-Solicitation and Confidentiality Agreement ("Agreement"). The Parties agree as follows:

1. **Certain Definitions and Understandings.** The Parties expect that some or all of the obligations the Company will assume to Employee under this Agreement will be fulfilled through its parent, subsidiary, related, or successor companies ("Affiliates"). Accordingly, Employee acknowledges that the discharge of any obligation of the Company under this Agreement by one or more of its Affiliates discharges the Company's obligation in that regard. Moreover, the obligations Employee will assume under this Agreement will be owed to the Company and its Affiliates (collectively referred to as the "Company" for the remainder of this Agreement).

2. **Consideration Employee Will Receive Under This Agreement.** The Parties recognize that in order for Employee to perform his duties, Employee needs to manage, use or otherwise handle Confidential Information (as defined below in Section 3.1) belonging to the Company. Thus, the Company agrees to provide Employee with, and access to, Confidential Information necessary to perform his duties. Employee agrees that, in exchange for the Company providing him with Confidential Information, the Company's agreement to employ him on an at-will basis, and for other valuable consideration outlined in his Employment Agreement, Employee will make the promises set forth in the following sections of this Agreement.

3. **Employee's Confidentiality Obligations.**

3.1 For purposes of this Agreement, "Confidential Information" is not limited to information that would qualify as a Trade Secret and includes, but is not limited to: customer lists and agreements; customer service information; names of customer contacts and the identities of their decision-makers; routes and/or territories; information provided to the Company by any actual or potential customer, government agency or other third party; the Company's internal personnel and financial information; information about vendors that is not generally known to the public; purchasing and internal cost information; information about the profitability of particular operations; internal service and operational manuals and procedures; the manner and methods of conducting the Company's business; marketing plans, development plans, price data, cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes; future plans and potential acquisition, divestiture and other development strategies; non-public information about the Company's landfill development plans, landfill capacity, special projects, and the status of any permitting process; the status of any governmental investigation, charge, or lawsuit and the position of the Company regarding the value of such matter; non-public information regarding the Company's compliance, with federal, state or local laws; information that gives the Company some competitive business advantage, or the opportunity of obtaining such an advantage, or the disclosure of which could be detrimental to the interests of the Company; and/or information that is not generally known outside the Company.

3.2 As a consequence of Employee's acquisition of Confidential Information, Employee agrees that it is reasonable and necessary that he make the following covenants:

(a) At no time while Employee is employed or at any time after his employment ends will Employee disclose Confidential Information to any person or entity either inside or outside of the Company other than as necessary in carrying out his duties and responsibilities, nor will Employee use, copy, or transfer Confidential Information other than as necessary in carrying out his duties and responsibilities, without first obtaining the Company's prior written consent. In the event a court concludes that the temporal restrictions in this Section 3.2(a) are unreasonable, Employee's obligations under this Section 3.2(a) will end three (3) years after his employment ends.

(b) During his employment, Employee agrees to promptly disclose to the Company all information, ideas, concepts, improvements, discoveries and inventions ("Inventions"), which he conceives, develops, creates, or acquires, either individually or jointly with others, and which relate to the business, products, or services of the Company, irrespective of whether such Inventions were conceived, developed, discovered, or acquired by Employee on the job, at home, or elsewhere. Employee further agrees that all right, title and interest (including copyrights) in and to any Inventions shall be the property of the Company.

(c) When Employee's employment with the Company ends, Employee will immediately deliver to the Company (or its designee) anything containing Confidential Information including, but not limited to, reports, studies, materials, records, documents, books, files, videotapes, tape recordings, computers, computer disks, flash/thumb drives, CDs, DVDs, PDAs, Blackberry devices, mobile telephones, and/or other devices used to store electronic data, including any copies thereof, whether made by Employee or which came into his possession prior to or during his employment concerning the business or affairs of the Company.

4. **Employee's Non-Competition and Non-Solicitation Obligations.**

4.1 *Definitions:*

(a) "Principal Competitor" means: (i) Waste Management, Inc., Waste Connections, Inc., or Veolia Environmental Services North America Corp. (including their predecessors, successors, parents, subsidiaries, or affiliate operations); or (ii) any public or private business (including their predecessors, successors, parents, subsidiaries, or affiliate operations) conducting Non-hazardous Solid Waste Management services in three (3) or more states in which the Company conducts business.

(b) "Competitor" means any public or private business that provides Non-hazardous Solid Waste Management services in any state in which the Company conducts business.

(c) "Rendering Services" means any of the following activities, whether done directly or through others, whether done in person or through telephonic, electronic, or some other means of communication, and whether done as a principal, director, officer, agent, employee, contractor, or consultant: (i) performing any kind of services or duties related to Non-hazardous Solid Waste Management; (ii) selling, marketing, managing, or brokering Non-hazardous Solid

Waste Management services; (iii) developing, managing, or otherwise handling data or information concerning potential or actual acquisitions of businesses that engage in Non-hazardous Solid Waste Management; (iv) participating in any decision, or developing, or implementing any strategy, to acquire such businesses; (v) formulating, reviewing, or implementing long or short-term marketing, sales, or operational strategies related to Non-Hazardous Solid Waste Management; (vi) conducting or reviewing cost benefit analysis on proposed projects related to Non-Hazardous Solid Waste Management; (vii) conducting, participating in, or otherwise assisting any review of the prices or rates charged by the Company, whether in connection with an initial contract bid, a contract extension, or a request for a price/rate increase; (viii) soliciting, requesting, reviewing, analyzing, or otherwise handling Confidential Information about the costs (including SG&A or operational), revenues, or profit margins of the Company; (ix) determining, advising, or recommending whether to award a contract to the Company, or whether, and to what extent, the Company is entitled to an increase in its rates or prices; and/or (x) performing any functions that are the same as, or substantially similar to, the duties Employee performed for the Company at any time during the last twenty-four (24) months of his employment.

(d) “Contact” means any direct or indirect interaction between Employee and any customer, potential customer, or acquisition prospect, which takes place in an effort to further a business relationship, whether done directly or through others, whether in person or through telephonic, electronic, or some other means of communication, and whether done as a principal, director, officer, agent, employee, contractor, or consultant.

(e) “Non-hazardous Solid Waste Management” means the collection, hauling, disposal, or recycling, of non-hazardous refuse or other services provided by the Company.

(f) “Facility” means the physical location at which the Company owns, leases, or operates: (i) an office; (ii) a collection operation; or (iii) a post-collection operation (including, but not limited to, landfills, transfer stations, material recovery facilities, recycling facilities and compost facilities).

(g) “Solicit” means soliciting directly or through others, whether done in person or through telephonic, electronic, or some other means of communication, and whether done as a principal, director, officer, agent, employee, contractor, or consultant.

4.2 *Prohibition Against Competition.*

(a) During his employment, and for a period of twenty-four (24) months after his employment ends, Employee will not compete with the Company to the extent, and subject to the express limitations, provided in this Section 4.2. In the event a court concludes that twenty-four (24) months is an unreasonable period of time, Employee’s obligations under this Section 4.2 will end eighteen (18) months after his employment ends.

(b) During his employment, Employee will have detailed knowledge of, and active participation in, many issues affecting the Company’s operations across the nation. Much of the Confidential Information Employee will receive will not be limited to a particular geographic area. Nonetheless, the Parties recognize that an appropriate non-competition obligation should balance Employee’s interest in future employment with the Company’s interest in protecting its

Confidential Information and other protectable interests. Accordingly, Employee agrees that he will not Render Services to any Principal Competitor, or to any Competitor, that are: (i) rendered in a state in which the Company does business; or (ii) directed at achieving, or intended to achieve, a result in any such state. In the event a court concludes that this particular restriction is not reasonably limited, Employee will not Render Services to any Principal Competitor, or to any Competitor, that are: (i) rendered within forty (40) miles of any Facility; or (ii) directed at achieving, or intended to achieve, a result within forty (40) miles of any Facility.

4.3 *Prohibition Against Solicitation.*

(a) During his employment, and for a period of twenty-four (24) months after his employment ends, Employee will limit his activities relating to customers, potential customers, acquisition prospects, employees, consultants and independent contractors of the Company to the extent, and subject to the express limitations, provided in this Section 4.3. In the event a court concludes that twenty-four (24) months is an unreasonable period of time, Employee's obligations under this Section 4.3 will end eighteen (18) months after his employment ends.

(b) Employee will not Contact any customers, potential customers, or acquisition prospects of the Company that Employee generated, serviced, managed, contacted, or maintained at any time during the last twenty-four (24) months of his employment on behalf of any Principal Competitor, or any Competitor, that provides Non-hazardous Solid Waste Management services within forty (40) miles of any Facility.

(c) Employee will not, either directly or indirectly, raid, Solicit, attempt to Solicit, or induce, any employee of, consultant to, or independent contractor of, the Company to terminate his or her relationship with the Company in order to become an employee of, consultant to, independent contractor of, or act in any other way on behalf of, any other person or entity.

4.4 *Judicial Modification.* If the applicable temporal or geographic limitations agreed to by the Parties in this Section 4 are found by a court to be overbroad, the Parties expressly authorize the judge before whom any dispute is brought to impose the broadest temporal and geographic limitations permissible under the law.

5. **Miscellaneous.**

5.1 *Waiver of Breach.* The waiver by any Party of a bleach of any provision of this Agreement will neither operate nor be construed as a waiver of any subsequent breach.

5.2 *Assignment.* The Company may assign this Agreement upon written notice to Employee. However, Employee agrees that his rights and obligations under this Agreement are personal to him and may not be assigned without the express written consent of the Company.

5.3 *Entire Agreement, No Oral Amendments.* This Agreement supplements Employee's Employment Agreement and replaces and merges all previous agreements and discussions relating to any non-competition, non-solicitation and/or confidentiality obligations owed by Employee to the Company and it constitutes the entire agreement between Employee and the

Company with respect to the rights and obligations of either Party in that regard. This Agreement may not be modified except by a written agreement signed by an executive officer of the Company.

5.4 *Enforceability.* If a court or arbitrator authorized by this Agreement to resolve disputes between the Parties determines that any provision of this Agreement is invalid or unenforceable, the invalid or unenforceable provision will be struck from the Agreement without affecting any other provision of this Agreement. All remaining provisions of this Agreement that were not struck will be enforced according to their terms.

5.5 *Governing Law, Jurisdiction, and Venue.* This Agreement and the rights and obligations of the Parties hereunder shall be governed and interpreted in accordance with the laws of the State of Arizona. Additionally, the Parties agree that the courts situated in Maricopa County, Arizona will have personal jurisdiction over them to hear all disputes arising under, or related to, this Agreement and that venue will be proper only in Maricopa County, Arizona.

5.6 *Injunctive Relief.* The Company and Employee agree that a breach of any term of this Agreement by Employee would cause irreparable harm to the Company and that, in the event of such breach, the Company will have, in addition to any and all remedies of law, the right to an injunction, specific performance and other equitable relief to prevent or redress the violation of Employee's obligations under this Agreement. Additionally, to provide the Company with the protections it has bargained for in this Agreement, any period of time in which Employee has been in breach will extend, by that amount of time, the time for which Employee should be precluded from further breaching the promises made in the Agreement.

5.7 *Attorneys' Fees.* The Company and Employee agree that, if Employee is found to have breached any tern of this Agreement, the Company will be entitled to recover the attorneys' fees and costs it incurred in enforcing this Agreement.

The Parties, intending to be bound, execute this Agreement as of the Effective Date identified in Employee's Employment Agreement.

EMPLOYEE	**COMPANY**
/s/ Kevin Walbridge	By /s/ Donald W. Slager
Kevin Walbridge	Its President and Chief Operating Officer

APPENDIX B

Date: September 5, 2008

To: Kevin Walbridge

From: Don Stager

Re: **Senior Vice President — Midwestern Operations**

On behalf of the senior management team of the new Republic, I am pleased to offer you the position of Senior Vice President — Midwestern Operations effective on the close of our merger agreement. Here are the highlights of our offer:

- **Salary:** Your base salary will increase by $100K (33%) from $300K to $400K.
- **Perquisite Allowance:** No car allowance or club dues allowance will be provided to any executives in the new Republic.
- **Bonus:** Your annual management bonus target will be 80% of your salary ($320K).
- **Stock Award:** You will be eligible for a stock award in early 2009 valued at roughly $150K. The specific form of the award will be communicated as we finalize our executive compensation plans with the new board's compensation committee.
- **Long-Term Incentive Plan:** You will be eligible to participate in our Long-Term Incentive Plan with a $200K award target. This incentive will be tied to achieving our key financial goals over the next three-year period (2009 — 2011). A new LTIP award opportunity will be established each year so that this incentive will become part of your annual compensation.
- **Integration Bonus:** You will be eligible for a one-time integration bonus once we hit our synergy goals. More specifics on this bonus opportunity will be provided separately.
- **Deferred Compensation Plan:** An annual contribution of $65K will be made into the Deferred Compensation Plan as a special executive benefit. This contribution is in lieu of a Supplemental Executive Retirement Plan.

The Central Region office will continue to be located in Indianapolis. This offer is contingent upon you signing a new non-compete agreement and a new employment agreement. A copy of the agreements will be provided to you shortly for review.

I look forward to working together to integrate two great companies into the new Republic. Please sign below to acknowledge your acceptance of this offer.

/s/ Kevin Walbridge	12/3/08
Signature	Date

APPENDIX C

Change in Control means one of the following: (a) the Company merges or consolidates, or agrees to merge or to consolidate, with any other corporation (other than a wholly-owned direct or indirect subsidiary of the Company) and is not the surviving corporation (or survives as a subsidiary of another corporation), (b) the Company sells, or agrees to sell, all or substantially all of its assets to any other person or entity, (c) the Company is dissolved, (d) any third person or entity (other than Apollo Advisors, L.P., The Blackstone Group L.P., or a trustee or committee of any qualified employee benefit plan of the Company) together with its affiliates shall become (by tender offer or otherwise), directly or indirectly, the beneficial owner of at least 30% of the voting stock of the Company, or (e) the individuals who constitute the Board of Directors of the Company as of the Effective Date ("Incumbent Board") shall cease for any reason to constitute at least a majority of the Board of Directors; provided, that any person becoming a director whose election or nomination for election was approved by a majority of the members of the Incumbent Board shall be considered, for the purposes of this Agreement, a member of the Incumbent Board. Notwithstanding the foregoing, a "Change in Control" for purposes of this Agreement shall not include the transaction contemplated by the Agreement and Plan of Merger, dated June 22, 2008, by and among Republic Services, Inc., RS Merger Wedge, Inc. and Allied Waste Industries, Inc.

Exhibit 99.1

NEWS

Republic Contacts:

Media Inquiries: Will Flower (480) 718-6565

Investor Inquiries: Ed Lang (480) 627-7128

Republic Services names Don Slager to Succeed Jim O'Connor as CEO; O'Connor to Retire in January 2011

- **Slager to become CEO on January 1, 2011**
- **O'Connor to remain Chairman of the Board through May 2011**
- **Kevin Walbridge named Executive Vice President — Operations**

PHOENIX, June 28, 2010 — Republic Services, Inc. (NYSE:RSG) announced today that James E. O'Connor, 61, will retire from his position as chief executive officer of the company on January 1, 2011 after leading the company for 12 years. Mr. O'Connor will continue to serve as a director, and as the chairman of the board, until the next annual meeting of stockholders in May 2011.

The board of directors has unanimously elected Donald W. Slager, 48, current president and chief operating officer of the company, to succeed Mr. O'Connor as chief executive officer on January 1, 2011. Mr. Slager's title will be Chief Executive Officer and President. This appointment is the result of a comprehensive succession planning process led by the company's board of directors. In addition, Mr. Slager has been appointed to the Republic Services board of directors effective immediately.

"During my tenure at Republic Services, our company has evolved to meet the needs of our customers, employees and investors, and I am extremely confident that we are on course to continue our track record of success," said Jim O'Connor. "I am honored to have had the opportunity to lead and serve alongside such a talented and dedicated group of individuals throughout my career. Given our successes in achieving the financial and operational milestones of the merger of Republic Services and Allied Waste and the clear path forward for the company, I believe the time is right for me to retire. It is with pride and confidence that we prepare to

transition leadership of the company into the capable hands of Don Slager, who I believe is the ideal person to lead the next chapter in Republic's history."

"Jim's vision and leadership over the past 12 years have propelled Republic's outstanding performance and earned him the respect of the company's directors and management team, as well as the entire industry," said W. Lee Nutter, Presiding Director of Republic's Board. "Jim's leadership during the merger with Allied Waste Industries was superior and resulted in the first large-scale, successful merger in the waste industry. We are grateful for his service and pleased he will continue to serve as chairman to ensure a smooth management transition. Don has a proven track record as a leader, extensive experience in the industry and a deep sense of commitment to our company's shareholders. The board of directors is confident that Don will serve our shareholders, customers and employees well in his new role. We welcome Don to his new position and to the board."

"It has been a privilege to work with Jim O'Connor as we have successfully realized the value of the merger of Republic and Allied," said Don Slager. "He has instilled within the company a fundamental dedication to our shareholders, our customers, and our employees, as well as broad respect for the integrity and values that make Republic a leader in the industry. I look forward to working with our CFO Tod Holmes and the other members of our extremely talented management team to continue executing on our current strategy to build on Republic's strong momentum and deliver value to our shareholders. We are committed to maintaining our stated strategy of improving return on invested capital and free cash flow generation. Our incentive compensation plans will continue to be based on these metrics. Republic's long term plan is to improve cash return to shareholders."

Mr. Slager has served as president and chief operating officer of the company since its merger with Allied Waste Industries in 2008. Prior to that, Don served as the president and chief operating officer of Allied Waste Industries. He has 30 years of experience in the waste and recycling industry. This year marks Mr. Slager's 25th year with the company. He joined National Waste Services in 1985, which was a foundational acquisition for Allied Waste in 1992. He served as district manager at Allied and thereafter served as a regional vice president, assistant vice president — operations, vice president — operations, senior vice president of operations, and executive vice president and chief operating officer prior to his appointment as president of Allied in 2005.

Republic also announced that Don Slager has selected Kevin Walbridge to serve as the new Executive Vice President — Operations. Previously, Kevin served as the Senior Vice President of Midwestern Operations and has been in the solid waste and recycling business for more than 28 years. Mr. Walbridge will assume his new role on October 1, 2010, and will relocate to Phoenix. This appointment helps to ensure a smooth transition of operational responsibilities within the organization.

About Republic Services, Inc.

Republic Services, Inc. provides recycling and solid waste collection, transfer and disposal services in the United States and Puerto Rico. The Company's various operating units, including collection companies, transfer stations, recycling centers and landfills, are focused on providing reliable environmental services and solutions for commercial, industrial, municipal and residential customers. For more information, visit the Republic Services web site at www.republicservices.com.