

**EXHIBIT A**  
**PERFORMANCE BOND**

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PERFORMANCE BOND

Bond No. 103869854

KNOW ALL MEN BY THESE PRESENTS:

That Waste Management of Alameda County, Inc., a California Corporation, as PRINCIPAL, and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA, a Corporation organized and doing business by virtue of the laws of the State of California, and authorized for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the City of ALAMEDA, a Municipal Corporation of the State of California, hereinafter called OBLIGEE, in the penal sum of Three Million and No/100 Dollars (\$3,000,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT;

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "AGREEMENT between the CITY OF ALAMEDA and WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. for SOLID WASTE DISPOSAL SERVICES" with the City of ALAMEDA, under which Contractor receives Solid Waste generated within the City of Alameda at the Davis Street Recycling and Transfer Station for Transfer and Disposal of such Solid Waste at the Altamont Landfill and Resource Recovery Facility, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL, shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it shall remain in full force and effect.

And the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this 27<sup>TH</sup> day of JUNE, 2002.  
Endorsement "A" becomes a part of this Bond.

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

By: Jacqueline Kirk  
(PRINCIPAL) JACQUELINE KIRK  
(SEAL)

By: Maria D. Garcia  
(PRINCIPAL WITNESS) MARIA D. GARCIA

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

By: Tannis Mattson  
(ATTORNEY-IN-FACT)  
TANNIS MATTSON (SEAL)

By: Joe A. Martinez  
(SURETY WITNESS) JOE A. MARTINEZ

Approved as to Form

Carol A. Korade  
CITY ATTORNEY



## **ENDORSEMENT "A"**

**Provided, however, that the Obligee accepts the bond subject to the following conditions and provision:**

- 1. The bond is for the term beginning July 3, 2002 and ending on July 3, 2003.**
- 2. The bond may be extended for additional term(s) of twelve (12) months at the option of the Surety, by continuation certificate executed by the Surety. At no time will the period of exposure under the bonds exceed twelve (12) months. Notification of Non-Renewal shall be given by Certified Mail to the Obligee no later than one hundred twenty (120) days prior to the expiration date of the bonds. Failure of the Surety to issue a Continuation Certificate or otherwise extend the term, shall not constitute a default under the Performance Bond.**
- 3. In the event of default by the Principal in performance of the contract during the term of the bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of the term of the bonds. Maximum aggregate liability of the Surety is limited to the penal sum of the bond.**
- 4. Any suit under the Performance Bond must be instituted before the expiration of two (2) years from the last day of the term of the Performance Bond and any continuation thereof. If this limitation is made void by any law controlling the contract hereof, such limitation is made void by any law controlling the contract hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by law.**

**The bond is to secure the Principal's obligation as it relates to Solid Waste Disposal Service (Bond No. 103869854) for the City of Alameda, CA.**

STATE OF TEXAS

COUNTY OF HARRIS

ON JUNE 27, 2002 BEFORE ME, MARY ANN GARCIA  
DATE NOTARY PUBLIC

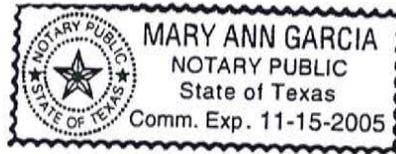
personally appeared JACQUELINE KIRK AND TANNIS MATTSON  
NAME OF SIGNERS

personally known to me - OR - [ ]

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Ann Garcia  
SIGNATURE OF NOTARY



Approved as to Form

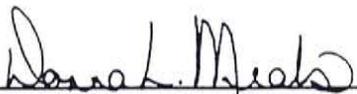
Carol A. Koade  
CITY ATTORNEY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation") does hereby constitute and appoint Robert Bruce, Donald R. Gibson, Melissa Haddick, Jacqueline Kirk, Tannis Mattson, Terri Morrison, and Sandra Parker of Marsh USA Inc. as its true and lawful agent to execute and deliver, in the Corporation's name and on the Corporation's behalf, surety, performance, bid and payment bonds and to affix thereon the Corporation's seal.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be signed by its Vice President and Treasurer and its corporate seal to be affixed hereto this 27<sup>th</sup> day of June, 2002.

Witness:

  
\_\_\_\_\_  
Donna L. Meals  
Director, Financial Assurance

Waste Management, Inc.

  
\_\_\_\_\_  
Ronald H. Jones  
Vice President and Treasurer

1328	1329409 Ontario Inc.	NA-0000001	Active
1329	3368084 Canada Inc.	NA-0000003	Active
1330	635952 Ontario Inc.	NA-0000005	Active
1331	709292 Alberta Ltd.	NA-0000006	Active
1332	730810 Alberta Ltd.	NA-0000007	Active
1333	740922 Alberta Ltd.	NA-0000008	Active
1334	762570 Alberta Ltd.	NA-0000009	Active
0105	A-1 Compaction Inc.	13-2631473	Active
1336	Acaverde S.A. de C.V.	NA-0000010	Active
1337	Acaverde Servicios, S.A. de C.V.	NA-0000011	Active
1448	Adam J. Deitrick and Sons Disposal & Coal Hauling, Inc.	23-2569755	Active
0109	Advanced Environmental Technical Services, L.L.C.	36-4016575	Active
0112	Akron Regional Landfill, Inc.	31-1595650	Active
0113	Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Active
0116	Alliance Sanitary Landfill, Inc.	23-2383025	Active
1480	Allstate Disposal Service, Inc.	39-1254020	Active
0118	All-Waste Systems, Inc.	13-2722291	Active
0121	American Landfill Gas Company	34-1817578	Active
0122	American Landfill, Inc.	34-1355783	Active
0123	American RRT Fiber Supply, L.P.	23-2790769	Active
0124	American Waste Control of New York, Inc.	13-3469448	Active
0127	Anderson Landfill, Inc.	76-0590137	Active
0128	Anderson-Cottonwood Disposal Services, Inc.	68-0114107	Active
0133	Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Active
0132	Arden Landfill, Inc.	25-1249512	Active
0142	Atlantic Waste Disposal, Inc.	36-3852536	Active
0145	Automated Salvage Transport, Inc.	06-1292409	Active
1339	Auxiwaste Services SA	NA-0000013	Active
1567	AZ Newco, L.L.C.	69-0003498	Active
1042	Azusa Land Reclamation, Inc.	95-2908438	Active
0150	B & E Cartage Inc.	55-0664208	Active
0151	B & L Disposal Co.	88-0087834	Active
0149	B&B Landfill, Inc.	58-2437473	Active
1029	Back Pressure Turbine, LLP	74-2957622	Active
0153	Baltimore Environmental Recovery Group, Inc.	52-1913640	Active
0155	Bayside of Marion, Inc.	22-3479629	Active
0159	Bentofix Technologies (Canada), Inc.	NA-0000016	Active
1469	Bentofix Technologies (USA), Inc.	88-0388292	Active
0161	Best Recycling & Disposal, Inc.	41-1801671	Active
1343	Bestan Inc.	NA-0000017	Active
0284	Big Dipper Enterprises, Inc.	45-0325454	Active
0162	Big Valley Transport Inc.	55-0697385	Active
0163	Bio-Energy Partners	36-3500224	Active
0165	Bisig Disposal Service, Inc.	16-1118480	Active

1454	Bland Disposal Service, Inc.	59-1662042	Active
1489	Blue Water Fiber Limited Partnership	38-3158273	Active
0376	Bluegrass Containment, L.L.C.	76-0641298	Active
0169	Boone Waste Industries, Inc.	59-2978195	Active
0170	Booths Creek Sanitation, Inc.	55-0647125	Active
0171	Bosarge & Edmonds Contractors, Inc.	64-0715724	Active
0172	Boudin's Waste & Recycling, Inc.	64-0841846	Active
0173	Braddon Enterprises, Inc.	55-0625131	Active
0176	Brand Scaffold, Inc.	UK-0000003	Active
0177	Brazoria County Recycling Center, Inc.	76-0196569	Active
0181	Burnsville Sanitary Landfill, Inc.	41-1882463	Active
0185	C & L Disposal Company, Inc.	68-0130033	Active
0186	C.D.M. Sanitation, Inc.	41-1295804	Active
0187	C.I.D. Landfill, Inc.	16-1091396	Active
0188	C.I.D. Refuse Service, Inc.	16-1262429	Active
1568	CA Newco, L.L.C.	69-0003500	Active
0191	Cal Sierra Disposal	94-2349727	Active
0193	California Asbestos Monofill, Inc.	68-0232434	Active
1481	California Waste Recovery Systems, Inc.	UK-0000005	Active
0195	Campbell Wells Norm Corporation	76-0383660	Active
1346	Canadian Waste Services Holdings, Inc.	NA-0000020	Active
1347	Canadian Waste Services, Inc.	NA-0000021	Active
1311	CAP/CRA, L.L.C.	UK-0000007	Active
0197	Capital Sanitation Company	88-0121888	Active
0196	Capitol City Disposal, Inc.	84-0645674	Active
0377	Capitol Disposal, Inc.	76-0638591	Active
0198	Caramella-Ballardini, Ltd.	88-0173055	Active
0199	Cardinal Ridge Development, Inc.	38-3020653	Active
1030	Carleton Farms Landfill, Inc.	38-3406996	Active
0200	Carmel Marina Corporation	94-2643722	Active
0201	Carolina Grading, Inc.	57-0923608	Active
0202	Carver Transfer & Processing, LLC	41-1767917	Active
0203	Cedar Hammock Refuse Disposal Corporation	59-0804577	Active
0204	Cedar Ridge Landfill, Inc.	62-1727570	Active
0205	Central Disposal Systems, Inc.	42-0995450	Active
0206	Central Missouri Landfill, Inc.	43-1397423	Active
0207	Central Valley Waste Services, Inc.	06-1487145	Active
0208	Chadwick Road Landfill, Inc.	58-1798581	Active
0209	Chambers Clearview Environmental Landfill, Inc.	25-1652556	Active
0210	Chambers Development Company, Inc.	25-1214958	Active
0211	Chambers Development of Ohio, Inc.	76-0694900	Active
1590	Chambers of Asia	NA-0000159	Active
0168	Chambers of Georgia, Inc.	58-2397639	Active
1587	Chambers of Hong Kong, Inc.	NA-0000156	Active
0217	Chambers of Mississippi, Inc.	25-1628285	Active
0219	Chambers of West Virginia, Inc.	25-1588129	Active

0220	Chambers Services, Inc.	25-1653548	Active
0221	Charlotte Landscaping and Sanitation Services Inc.	59-0862380	Active
1478	Chaska Sanitation, Inc.	41-1738897	Active
1010	Chastang Landfill, Inc.	76-0638602	Active
0224	Chemical Waste Management of Indiana, L.L.C.	36-4067587	Active
0227	Chemical Waste Management of the Northwest, Inc.	91-1089393	Active
0223	Chemical Waste Management, Inc.	36-2989152	Active
0231	Chesser Island Road Landfill, Inc.	58-2364490	Active
0233	Chiquita Canyon Landfill, Inc.	94-2993437	Active
0235	CID MRRF, Inc.	36-3970169	Active
0236	City Disposal Systems, Inc.	37-3407001	Active
0237	City Environmental Services Landfill, Inc. of Florida	58-1931257	Active
0239	City Environmental Services Landfill, Inc. of Hastings	38-3058445	Active
0240	City Environmental Services Landfill, Inc. of Lapeer	38-3278399	Active
0241	City Environmental Services Landfill, Inc. of Panama City	38-3261426	Active
0238	City Environmental Services Landfill, Inc. of Saginaw	38-3259281	Active
1561	City Environmental Services, Inc. of Florida	59-3503469	Active
0246	City Environmental Services, Inc. of Waters	38-3020069	Active
1560	City Environmental, Inc.	38-3407576	Active
0247	City Management Corporation	38-2056600	Active
0248	Clayton-Ward Company, Inc.	68-0253945	Active
0250	Cleburne Landfill Company Corp.	59-3069374	Active
0251	Cleburne Landfill Corporation	38-3125468	Active
0253	Cloverdale Disposal, Inc.	94-2668608	Active
0254	CNS Holdings, Inc.	36-4132352	Active
0255	CNSI Sub, Inc.	58-2140641	Active
0256	Coast Waste Management, Inc.	95-2557952	Active
0257	Cocopah Landfill, Inc.	86-0689420	Active
0259	Colorado Landfill, Inc.	76-0639312	Active
0264	Columbia Geosystems Ltd.	NA-0000024	Active
1031	Columbia Regional Transportation, Inc.	76-0648501	Active
1027	Commercial Disposal Service, Inc.	55-0521601	Active
0268	Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Active
0269	Conservation Services, Inc.	84-0915035	Active
0270	Container Recycling Alliance, L.P.	36-3730138	Active
1312	Continental Waste Industries Arizona, Inc.	22-3146904	Active
0272	Copper Mountain Landfill, Inc.	86-0697738	Active
0274	Coshocton Landfill, Inc.	31-1214800	Active
0275	Cougar Landfill, Inc.	76-0211843	Active
0276	Countryside Landfill, Inc.	36-2838336	Active
1450	Cuyahoga Landfill, Inc.	76-0680495	Active
0280	CWM Chemical Services, L.L.C.	36-4203347	Active
0281	CWM Resource Recovery, Inc.	31-0951369	Active
1458	D & T Refuse Service, Inc.	34-1536941	Active
0283	Dafter Sanitary Landfill, Inc.	38-2754804	Active
0285	Dakota Resource Recovery, Inc.	41-1428516	Active

0286	Dauphin Meadows, Inc.	23-2390183	Active
0289	Deep Valley Landfill, Inc.	23-2886200	Active
0290	Deer Track Park Landfill, Inc.	39-1802678	Active
0291	DELand Landfill, Inc.	76-0590138	Active
0292	Delaware Recyclable Products, Inc.	51-0334417	Active
0293	Dickinson Landfill, Inc.	76-0325384	Active
0294	Disposal Service, Inc.	55-0618479	Active
1032	Don's Garbage Service, Inc.	93-0796632	Active
1594	Donahue/JRP Asia Pacific Ltd	NA-0000163	Active
0299	Donno Company, Inc.	11-1734007	Active
0301	Duluth Waste Marketing, Inc.	76-0535152	Active
0325	E.C. Waste, Inc.	66-0523535	Active
0305	Earthcorp, L.L.C.	61-1342589	Active
0306	Earthmovers Landfill, L.L.C.	61-1342591	Active
0307	East Liverpool Landfill, Inc.	34-1637446	Active
0309	Eastern Development Services, Inc.	22-3576242	Active
0310	Eastern Disposal of Georgia, Inc.	76-0639270	Active
1559	Eastern One Land Corporation	76-0695122	Active
0319	Eastern Transfer of New York, Inc.	22-3535642	Active
0322	Eastern Waste of New York Inc.	22-3476672	Active
0324	Eastern Waste of West Virginia, Inc.	55-0758221	Active
1581	Ecoltec SA de CV	NA-0000150	Active
0331	El Coqui de San Juan	66-0525083	Active
0332	El Coqui Landfill Company, Inc.	66-0555785	Active
0333	El Coqui Waste Disposal, Inc.	76-0480500	Active
1033	ELDA Landfill, Inc.	76-0639272	Active
0335	Elk River Landfill, Inc.	41-1283941	Active
1446	Envirofil Illinois Acquisition Corp.	91-2155129	Active
0339	Envirofil of Illinois, Inc.	37-0957555	Active
0342	Environmental Control, Inc.	85-0325898	Active
0346	Equipment Credit Corporation	76-0471150	Active
0347	Evergreen Landfill, Inc.	76-0472693	Active
1011	Evergreen Recycling and Disposal Facility, Inc.	76-0638587	Active
0354	F F F, Inc.	41-0943545	Active
1355	F.L.I. International Ltd.	NA-0000029	Active
0350	Farmer's Landfill, Inc.	43-0863680	Active
0351	Feather River Disposal, Inc.	06-1479349	Active
0353	Femley Disposal, Inc.	AF-0000023	Active
1479	Field of Dreams Recycling Center Inc.	41-1875126	Active
0358	Front Range Landfill, Inc.	76-0479974	Active
0359	Frontier Environmental, Inc.	59-3221517	Active
0361	G.C. Environmental, Inc.	76-0352898	Active
0367	G.I. Industries	87-0430285	Active
0362	GA Landfills, Inc.	58-2293782	Active
0363	Gallia Landfill, Inc.	31-1509605	Active
0364	Garnet of Maryland, Inc.	52-1916417	Active

1595	GCP Engineering Ltd	NA-0000164	Active
1359	Geolining Abdichtungstechnik GmbH	NA-0000032	Active
0366	Georgia Waste Systems, Inc.	58-1028526	Active
1360	Gestion Des Rebutis D.M.P.	NA-0000033	Active
0369	Glen's Sanitary Landfill, Inc.	38-2065407	Active
0371	Graham Road Recycling & Disposal Facility, Inc.	76-0412397	Active
0373	Grand Central Sanitary Landfill, Inc.	23-2049337	Active
1477	Greater Midwest, Inc.	76-0697217	Active
0378	Green Valley Disposal Company, Inc.	94-2148643	Active
1596	Greenworks, Inc.	58-2330502	Active
0381	Ground Sea Air International Forwarder Inc.	NA-0000038	Active
1363	Grupo WMX, S.A. De C.V.	NA-0000039	Active
0382	Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Active
0383	Guam Resource Recovery Partners, L.P.	36-4149976	Active
0384	Gulf Disposal, Inc.	59-1052055	Active
0385	Guyan Transfer and Sanitation Service, Inc.	55-0487165	Active
1597	H.W. Ward Trash Co.	71-0684338	Active
0388	Ham Lake Haulers, Inc.	41-1704537	Active
0393	Harris Sanitation, Inc.	59-1219741	Active
0394	Harwood Landfill, Inc.	52-1637402	Active
1366	Hedco Landfill, Ltd.	NA-0000040	Active
0395	Hillsboro Landfill Inc.	93-0760239	Active
0400	Holyoke Sanitary Landfill, Inc.	04-2481863	Active
0402	IN Landfills, L.L.C.	61-1342588	Active
0404	Independent Sanitation Company	88-0126699	Active
1368	Intersan Inc.	NA-0000041	Active
0408	Jahner Sanitation, Inc.	45-0410330	Active
0409	Jay County Landfill, L.L.C.	61-1342592	Active
0411	John Smith Landfill, Inc.	77-0462653	Active
1370	Johnson Filtration Systems Limited	NA-0000044	Active
0414	Jones Sanitation, L.L.C.	61-1342583	Active
0415	Junker Sanitation Services, Inc.	41-0963253	Active
0416	K and W Landfill Inc.	38-2504167	Active
0417	Kahle Landfill, Inc.	43-1682575	Active
0418	Keene Road Landfill, Inc.	59-2044226	Active
0420	Kelly Run Sanitation, Inc.	25-1696669	Active
0421	Ken's Pickup Service, Inc.	38-3132789	Active
1372	Key Disposal Ltd.	NA-0000045	Active
0422	Kimmins Recycling Corp.	59-2984276	Active
0423	King George Landfill, Inc.	54-1632805	Active
1313	KN Industrial Services, Inc.	76-0697201	Active
0425	Knutson Material Recovery Facility, Inc.	41-1671543	Active
0426	Knutson Services, Inc.	41-0971940	Active
1482	Kubasch & Sons, Inc.	41-1247801	Active
0427	L&M Landfill, Inc.	84-1492401	Active
0430	Land Reclamation Company, Inc.	36-3640284	Active

1012	Landfill of Pine Ridge, Inc.	76-0638593	Active
0431	Landfill Services of Charleston, Inc.	55-0731302	Active
0432	Landfill Systems, Inc.	85-0444532	Active
0433	Larry's Sanitary Service, Inc.	94-2362392	Active
0436	Laurel Highlands Landfill, Inc.	25-1640583	Active
0437	Laurel Ridge Landfill, L.L.C.	61-1342582	Active
0438	LCS Services, Inc.	55-0673745	Active
0440	LFG Production, L.P.	36-4191460	Active
0441	LG-Garnet of Maryland JV	52-2059945	Active
0443	Liberty Landfill, L.L.C.	61-1342590	Active
0444	Liberty Lane West Owners' Association	36-4163829	Active
1325	Liberty Street Development Company, Inc.	76-0697202	Active
1565	Lightning Disposal, Inc.	37-1332993	Active
0445	Liquid Waste Management, Inc.	95-2779930	Active
1569	Longmont Landfill, L.L.C.	69-0003501	Active
1577	M.S.T.S. AG	NA-0000146	Active
0452	M.S.T.S., Inc.	36-3542321	Active
0451	M.S.T.S., Limited Partnership	36-3790528	Active
0456	Mahoning Landfill, Inc.	34-1047662	Active
0457	Maplewood Landfill, Inc.	25-1636549	Active
0458	Marangi Bros., Inc.	22-1406583	Active
0459	Mass Gravel Inc.	04-3117495	Active
0462	Mc Ginnes Industrial Maintenance Corporation	74-1532790	Active
0461	McDaniel Landfill, Inc.	45-0399545	Active
0753	McGill Landfill, Inc.	38-3076718	Active
0463	Meadowfill Landfill, Inc.	31-1509701	Active
0464	Michigan Environs, Inc.	38-2434760	Active
0466	Middle Island Enterprises, Inc.	55-0525092	Active
0467	Midwest Transport, Inc.	39-1829967	Active
0469	Minneapolis Refuse, Incorporated	UK-0000017	Active
0470	M-L Commercial Garbage Service, Inc.	55-0673425	Active
0472	Modesto Garbage Co., Inc.	94-1643145	Active
0475	Moor Refuse, Inc.	33-0622768	Active
0476	Mountain Indemnity Insurance Company	03-0328445	Active
1378	Mountain Indemnity International Limited	NA-0000053	Active
0479	Mountainview Landfill, Inc.	76-0548746	Active
0478	Mountainview Landfill, Inc.	25-1538716	Active
0481	Napa Valley Disposal Service, Inc.	94-2220649	Active
1570	Nassau Landfill, L.L.C.	69-0003502	Active
0482	National Guaranty Insurance Company of Vermont	36-3643755	Active
1460	Naue Serrot Beteiligungs GmbH & Co. K.G.	NA-0000055	Active
1461	Naue Serrot Europe GmbH & Co. K.G.	NA-0000056	Active
0483	Neal Road Landfill Corporation	94-2678091	Active
0486	New England CR Inc.	04-2771350	Active
0487	New Milford Landfill, L.L.C.	76-0641312	Active
1571	New Orleans Landfill, L.L.C.	69-0003503	Active

0489	NHVT Energy Recovery Corporation	02-0390004	Active
0490	Nichols Sanitation, Inc.	59-0973855	Active
0494	North Hennepin Recycling and Transfer Corporation	41-1243824	Active
0499	Northern Recycling, Inc.	13-3653031	Active
0500	Northwestern Landfill, Inc.	52-2023458	Active
0504	Nu-Way Live Oak Landfill, Inc.	68-0236308	Active
0507	Oakridge Landfill, Inc.	25-1547187	Active
0508	Oakwood Landfill, Inc.	57-0974474	Active
0509	Oil & Solvent Process Company	95-1864361	Active
0511	Okeechobee Landfill, Inc.	25-1628636	Active
0524	Orange County Landfill, Inc.	25-1683729	Active
1028	P & R Environmental Industries, Inc.	56-1803010	Active
1314	Pacific Waste Management, L.L.C.	98-0227312	Active
0530	Palo Alto Sanitation Company	94-1075868	Active
0532	Pappy, Inc.	52-1561430	Active
0534	Peerless Landfill Company	59-3179491	Active
0536	Penn Warner Club, Inc.	51-0114842	Active
0539	Pennwood Crossing, Inc.	22-2260307	Active
0537	Pen-Rob, Inc.	86-0504613	Active
0538	Penuelas Valley Landfill, Inc.	66-0560251	Active
0540	People's Landfill, Inc.	38-3406998	Active
0541	Peterson Demolition, Inc.	41-1625867	Active
0543	Phoenix Resources, Inc.	23-2483102	Active
0545	Pine Grove Gas Development LLC	51-0372609	Active
0547	Pine Grove Landfill, Inc.	23-2388139	Active
0548	Pine Grove Landfill, Inc.	31-1509609	Active
0550	Pine Ridge Landfill, Inc.	76-0680343	Active
0551	Pine Tree Acres, Inc.	38-2544258	Active
1014	Plantation Oaks Landfill, Inc.	76-0638592	Active
0552	Poly-Jon of Savannah, Inc.	58-1160814	Active
1015	Prairie Bluff Landfill, Inc.	76-0638590	Active
1578	Promotora Ambiental SA de CV	NA-0000147	Active
1582	Protocol SA de CV	NA-0000151	Active
1016	Pulaski Grading, L.L.C.	76-0638043	Active
0559	Pullman Power Products Corporation	23-2146479	Active
0563	Quail Hollow Landfill, Inc.	62-1727567	Active
0564	Quality Waste Control, Inc.	41-1249787	Active
1388	Questquill Ltd.	98-0221631	Active
0565	R & B Landfill, Inc.	25-1754371	Active
0567	R.S.W. Recycling, Inc.	88-0195598	Active
1390	Rail Cycle North Ltd.	NA-0000064	Active
0569	Rail-Cycle L.P.	36-3830481	Active
0571	RCC Fiber Company, Inc.	63-1084653	Active
0572	RCI Hudson, Inc.	04-3044820	Active
0573	Reco Ventures, L.P.	76-0503271	Active
0574	Recycle & Recover, Inc.	58-1836132	Active

0575	Recycle America, Inc.	16-1352980	Active
0576	Recycle Minnesota Resources, Inc.	41-1687537	Active
0579	RE-CY-CO, Inc.	41-0992714	Active
0581	Redwood Landfill, Inc.	94-1443150	Active
0583	Refuse Disposal, Inc.	55-0722986	Active
0585	Refuse Removal Systems, Inc.	94-2787728	Active
0587	Refuse Services, Inc.	59-1098850	Active
0588	Refuse, Inc.	88-0094235	Active
0589	Regional Recycling Corporation	22-2631395	Active
0591	REI Holdings Inc.	36-4124520	Active
0593	Reliable Landfill, L.L.C.	72-1407945	Active
0594	Remote Landfill Services, Inc.	62-1421307	Active
0595	Reno Disposal Co.	88-0087833	Active
0596	Resco Holdings Inc.	02-0424331	Active
0600	Resource Control Composting, Inc.	04-3044833	Active
0601	Resource Control, Inc.	04-2655361	Active
0604	Reuter Recycling of Florida, Inc.	59-2376090	Active
0605	Richland County Landfill, Inc.	58-1708996	Active
0606	Ridge Generating Station Limited Partnership	59-3048697	Active
0607	RIH Inc.	36-3870138	Active
0610	RIS Risk Management Inc.	76-0308664	Active
0611	Riverbend Landfill Co.	93-0724866	Active
0612	Rolling Meadows Landfill, Inc.	76-0325383	Active
1315	Ronnie's Sanitation Service, Incorporated	56-1289528	Active
1316	Rose Fine Realty Corp.	11-1944881	Active
0614	RRT Design & Construction Corp.	16-1353118	Active
0615	RRT Empire of Monroe County, Inc.	16-1409567	Active
0617	RRT of New Jersey, Inc.	16-1336968	Active
0621	RTS Landfill, Inc.	58-1924102	Active
1585	Rust Associates	NA-0000154	Active
0624	Rust Capital Corporation	63-1056011	Active
0625	Rust China Ltd.	36-3944887	Active
1586	Rust Construcciones Mexico	NA-0000155	Active
1393	Rust Controladora, S.A. de C.V.	NA-0000066	Active
1589	Rust Engineering	NA-0000158	Active
1584	Rust Engineering - Brazil	NA-0000153	Active
0626	Rust Engineering & Construction Inc.	63-1081016	Active
1593	Rust Engineering (Thailand) Ltd	NA-0000162	Active
0628	Rust International Holdings Inc.	36-3777345	Active
0629	Rust International Inc.	63-1081055	Active
1591	Rust Sweden Holdings	NA-0000160	Active
1592	Rust VAR Projekt AB	NA-0000161	Active
0635	S & S Grading, Inc.	58-1858013	Active
0632	S&J Landfill Limited Partnership	76-0404581	Active
0636	S. V. Farming Corp.	22-2976860	Active
1394	S.E.R.B.S.A. de C.V.	NA-0000067	Active

1396	Salutec SA	NA-0000069	Active
0642	Sanifill de Mexico (US), Inc.	76-0419331	Active
1397	Sanifill de Mexico, S.A. de C.V.	NA-0000070	Active
0644	Sanifill of Florida, Inc.	59-3366098	Active
1317	Sanifill of San Juan, Inc.	NA-0000071	Active
0649	Sanifill Power Corporation	76-0496422	Active
0652	SC Holdings, Inc.	36-2898300	Active
1459	Serrot Corporation (Europe) GmbH	NA-0000075	Active
0659	Serrot International, Inc.	36-3053263	Active
0503	Serrot International, Inc. Sales Corp	66-0490113	Active
1400	Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Active
1580	Servicios de Tecnologia Ambiental SA de CV	NA-0000149	Active
1583	Servicios Integrales Proteccion Ambiental SA de CV	NA-0000152	Active
0660	SES Bridgeport L.L.C.	36-4057298	Active
0661	SES Connecticut Inc.	02-0390443	Active
0662	SF, Inc.	76-0472287	Active
0663	Shade Landfill, Inc.	23-2886198	Active
0665	Shoreline Disposal Service, Inc.	94-2680045	Active
0666	Sierra Estrella Landfill, Inc.	86-0717293	Active
0667	Signal Capital Sherman Station Inc.	02-0390302	Active
0668	Signal Resco, Inc.	02-0381368	Active
0669	Smyrna Landfill, Inc.	25-1562752	Active
0673	Sonoma-Marin Waste Management, Inc.	68-0016286	Active
0676	Southern Alleghenies Landfill, Inc.	25-1249160	Active
0677	Southern Plains Landfill, Inc.	73-1384828	Active
1455	Southern Services of TN, L.L.C.	62-1612922	Active
1456	Southern Services of TN, L.P.	62-1443617	Active
0679	Southern Waste Services, L.L.C.	61-1342585	Active
0681	Spruce Ridge, Inc.	41-1591957	Active
1017	Stony Hollow Landfill, Inc.	76-0638597	Active
0685	Storey County Sanitation, Inc.	88-0264671	Active
1018	Suburban Landfill, Inc.	76-0638596	Active
0692	Super Cycle, Inc.	41-1642303	Active
1566	Texarkana Landfill, L.L.C.	69-0003497	Active
0700	The Waste Management Charitable Foundation	04-3073733	Active
0701	The Woodlands of Van Buren, Inc.	36-3791221	Active
0703	Three Rivers Disposal, Inc.	81-0483309	Active
0705	TNT Sands, Inc.	57-0937314	Active
0706	Tonitown Landfill, Inc.	71-0811099	Active
0707	Town and Country Refuse, Inc.	59-1224889	Active
0708	Trail Ridge Landfill, Inc.	36-3667296	Active
0710	Transamerican Waste Central Landfill, Inc.	76-0463386	Active
0713	Transamerican Waste Industries Southeast, Inc.	76-0438549	Active
0714	Transamerican Waste Industries, Inc.	13-3487422	Active
0717	Transwaste, Inc.	72-1175292	Active
0719	Trash Hunters, Inc.	64-0852590	Active

0720	Tri-County Sanitary Landfill, L.L.C.	61-0959217	Active
0723	Twin City Sanitation, Inc.	41-1535952	Active
1572	TX Newco, LLC	69-0003504	Active
0727	United Waste Systems Leasing, Inc.	38-3324143	Active
0728	United Waste Systems of Gardner, Inc.	04-3320949	Active
0730	United Waste Systems of Minneapolis, Inc.	41-1858816	Active
0731	United Waste Systems of Minnesota, Inc.	41-0837593	Active
0735	United Waste Systems, Inc.	41-1829772	Active
0736	United Waste Transfer, Inc.	41-1808172	Active
0739	USA South Hills Landfill, Inc.	25-1139448	Active
0740	USA Valley Facility, Inc.	23-2886199	Active
0743	USA Waste Geneva Landfill, Inc.	34-1802751	Active
0745	USA Waste Industrial Services, Inc.	76-0555049	Active
1023	USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Active
0741	USA Waste- Management Resources, L.L.C.	13-3853086	Active
0749	USA Waste of California, Inc.	68-0306154	Active
0747	USA Waste of DC, Inc.	52-1884250	Active
0750	USA Waste of Kentucky, L.L.C.	61-1342584	Active
0751	USA Waste of Maryland, Inc.	52-1965713	Active
0754	USA Waste of Minnesota, Inc.	41-1824399	Active
0756	USA Waste of Mississippi, Inc.	64-0806536	Active
0761	USA Waste of New York City, Inc	11-3301809	Active
0766	USA Waste of Pennsylvania, L.L.C.	74-2921886	Active
0769	USA Waste of Texas Landfills, Inc.	76-0322548	Active
0770	USA Waste of Virginia Landfills, Inc.	58-1932248	Active
0772	USA Waste of Virginia, Inc.	25-1578667	Active
0767	USA Waste San Antonio Landfill, Inc.	91-2155334	Active
0774	USA Waste Services North Carolina Landfills, Inc.	56-1982455	Active
0775	USA Waste Services of Nevada, Inc.	76-0656629	Active
0776	USA Waste Services of NYC, Inc.	11-3301808	Active
0777	USA Waste Services-Hickory Hills, L.L.C.	61-1342594	Active
0737	USA-Crinc, Inc.	04-3299253	Active
0781	UWS Barre, Inc.	04-3320948	Active
0787	Valley Garbage and Rubbish Company, Inc.	95-2090787	Active
0789	Van Handel Waste, Inc.	39-1575458	Active
0791	Vern's Refuse Service, Inc.	45-0435644	Active
0792	VHG, Inc.	UK-0000023	Active
0993	Vickery Environmental, Inc.	31-1153176	Active
0794	Voyageur Disposal Processing, Inc.	41-1734827	Active
0795	Voyageur Leasing, Inc.	41-1822351	Active
0796	Voyageur Services, Inc.	41-1766783	Active
0797	WW Risk Management, Inc.	06-1165313	Active
0801	Warner Company	51-0281233	Active
0802	Warner Hill Development Company	34-1043478	Active
0805	Wasco Landfill, Inc.	68-0236309	Active
0811	Waste Away Group, Inc.	63-0898842	Active

0812	Waste Control Systems, Inc.	41-1800466	Active
0742	Waste Management Arizona Landfills, Inc.	86-0683003	Active
1417	Waste Management Austria mbH	NA-0000092	Active
0814	Waste Management Collection and Recycling, Inc.	95-2621587	Active
1418	Waste Management Controladora, S.A. de C.V.	NA-0000093	Active
1419	Waste Management de Mexico S.A. de C.V.	NA-0000094	Active
0816	Waste Management Disposal Services of Colorado, Inc.	84-1004487	Active
0817	Waste Management Disposal Services of Maine, Inc.	01-0392888	Active
0818	Waste Management Disposal Services of Maryland, Inc.	36-2898301	Active
0819	Inc.	04-2320990	Active
0820	Waste Management Disposal Services of Oregon, Inc.	36-3548405	Active
0822	Waste Management Disposal Services of Pennsylvania, Inc.	23-1655318	Active
0823	Waste Management Disposal Services of Virginia, Inc.	36-3791008	Active
0824	Waste Management Disposal Services of Washington, Inc.	36-3743343	Active
1421	Waste Management Environmental Services B.V.	98-0356001	Active
0825	Waste Management Environmental, L.L.C.	36-4290120	Active
0829	Waste Management Financing Corporation	36-4200855	Active
0831	Waste Management Holdings, Inc.	36-2660763	Active
0903	Waste Management Inc. of Florida	59-1094518	Active
1422	Waste Management International B.V.	NA-0000096	Active
1424	Waste Management International plc	NA-0000097	Active
1425	Waste Management International Services (UK) Limited	NA-0000098	Active
1426	Waste Management International Services Ltd.	98-0336025	Active
0832	Waste Management International, Inc.	36-3255004	Active
1423	Waste Management International, Ltd.	NA-0000099	Active
0833	Waste Management Municipal Services of California, Inc.	77-0151385	Active
1476	Waste Management National Services, Inc.	76-0686861	Active
1024	Inc.	04-3509618	Active
0834	Waste Management of Alameda County, Inc.	94-0727420	Active
0748	Waste Management of Alaska, Inc.	91-1879241	Active
0835	Waste Management of Arizona, Inc.	86-0198265	Active
0836	Waste Management of Arkansas, Inc.	04-2814811	Active
0837	Waste Management of California, Inc.	95-1735737	Active
0839	Waste Management of Carolinas, Inc.	56-0731307	Active
0840	Waste Management of Central Florida, Inc.	59-1991460	Active
0841	Waste Management of Colorado, Inc.	84-0523684	Active
0843	Waste Management of Connecticut, Inc.	06-1485581	Active
0844	Waste Management of Delaware, Inc.	51-0094505	Active
0845	Inc.	37-1035820	Active
0846	Waste Management of Flint, Inc.	91-2155354	Active
0847	Waste Management of Florida Holding Company, Inc.	36-3993947	Active
0848	Waste Management of Georgia, Inc.	36-3319564	Active
1019	Waste Management of Hawaii, Inc.	76-0638599	Active
0852	Waste Management of Idaho, Inc.	82-0364976	Active
0853	Waste Management of Illinois, Inc.	36-2660859	Active
0854	Waste Management of Indiana Holdings One, Inc.	36-4039079	Active

0996	WMNA Container Recycling, Inc.	36-3716971	Active
0997	WMNA Rail-Cycle Sub, Inc.	36-3706246	Active
1575	WMST Illinois, L.L.C.	AF-0000034	Active
1576	WMST Nevada, L.L.C.	AF-0000035	Active
0928	WTI Air Pollution Control Inc.	36-4110833	Active
1002	WTI International Holdings Inc.	36-3908839	Active
1005	WTI Rust Holdings, Inc.	02-0351425	Active
1006	Wynne's Rubbish & Recycling, Inc.	41-1619393	Active
1007	Yell County Landfill, Inc.	71-0692520	Active
1008	Zenith/Kremer Material Recovery, Inc.	41-1735813	Active
1009	Zenith/Kremer Waste Systems, Inc.	41-1405460	Active

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 3rd day of February 2001.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY



By   
George W. Thompson  
Senior Vice President

On this 3rd day of February, 2001 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Carol A. Thompson

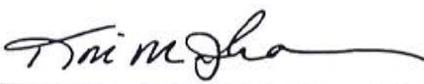
My commission expires December 31, 2002 Notary Public  
Carol A. Thompson

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 27th day of June, 2002.



By   
Kori M. Johanson  
Assistant Secretary, Bond

**EXHIBIT B**

**PROCEDURES FOR MEDIATION**

**Exhibit B**  
**Procedures for Mediation**

The mediation procedures provided in this Exhibit are provided to resolve disputes in accordance with Section 8.17.

**A. Request for Mediation**

If a dispute should arise, the City or Contractor may request mediation proceedings by service of a written Request for Mediation setting forth the issues to be mediated and the general contentions relating to those issues of the Party serving the Request.

If a Request is made by Contractor, it shall be served by personal delivery or certified mail to the City at the addresses established pursuant to the Agreement with Contractor in effect at that time.

If a Request is made by the City, it shall be served by personal delivery or certified mail to Contractor.

If a Request is served by Contractor, the City may, within forty-five (45) calendar days after service of the Request, serve a Notice of Election to become a Party to mediation and a Response to the Request, setting forth its position and general contentions with respect to the issues set forth in the Request. If a timely Notice of Election and Response is not served by the City, the Contractor shall be entitled to seek resolution of its Request by filing a claim with the City in accordance with Government Code.

If a Request is served by the City, Contractor shall, within forty-five (45) calendar days, serve a Notice of Election to become a Party to the mediation and a Response to the Request setting forth its position and general contentions with respect to the issues set forth in the Demand. If a timely Notice of Election and Response is not served by Contractor, the City shall be entitled to seek resolution of its Request from a Court of competent jurisdiction.

**B. Limitations Period**

All Requests for Mediation under Section 8.17 shall be served within one (1) year after the Contractor has incurred expenses relating to compliance with governmental regulations, the inclusion of the cost of which in the Fee is at issue. All Requests for Mediation under other Sections shall be served within one (1) year after delivery of the bill as to which the dispute exists or, if the dispute does not relate to a bill, then within one year from the occurrence of the event which gave rise to the dispute.

**C. Appointment of Mediator**

All mediation proceedings shall be conducted by a single mediator selected by Contractor and a designated representative of the City. The mediator shall be selected within seventy-five (75) calendar days after the service of the Request for Mediation. If the Parties to the mediation cannot agree on a mediator within seventy-five (75) calendar days, either Party may abandon the mediation process and seek resolution of the dispute in a court of competent jurisdiction.

**EXHIBIT C**

**GUARANTY AGREEMENT**

**EXHIBIT C  
GUARANTY AGREEMENT**

THIS GUARANTY (the "Guaranty") is given as of the 3<sup>rd</sup> day of July , 2002.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. Waste Management of Alameda County, Inc., hereinafter ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by USA Waste of California, Inc., a Delaware corporation, (Guarantor).
- B. Contractor and the City of Alameda ("City") have negotiated an Agreement for Solid Waste Disposal Services dated as of July 3, 2002, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.
- C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- 1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement, which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of Contractor or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Contractor due to its breach of the Agreement.
- 2. Guarantor's Obligations Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the

Guarantor shall be entitled to all defenses, if any, that would be available to Contractor in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under this Guaranty for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of Contractor; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (4) any merger or consolidation of Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code §2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code §2846, 2849, and 2850 as may be amended from time to time, including without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. The City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Contractor's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.
5. No Waivers. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.
6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.
7. Governing Law: This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any suit, action, and other proceeding brought by the City or other party to enforce this Guaranty may be brought and concluded in the courts of the State of California, in Alameda County or Federal District court for northern California, which

shall have exclusive jurisdiction over such suit, action, or proceeding. Guarantor appoints the following person as its agent for service of process in California:

CT Corporation System  
818 W. 7<sup>th</sup> Street  
Los Angeles, CA 90017

With a copy by certified mail to:

Waste Management  
Western Group Legal Department  
801 2<sup>nd</sup> Avenue, Suite 614  
Seattle, WA 98104

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.
9. Binding on Successors. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.
10. Authority. Guarantor represents and warrants that it has the corporate power and the authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.
11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City Manager  
City of Alameda  
City Hall  
2263 Santa Clara Avenue  
Alameda, CA 94501

with a copy to the City Attorney at the same address.

To the Guarantor: c/o Western Group Legal Department  
801 2<sup>nd</sup> Avenue, Suite 614  
Seattle, WA 98104

Executed this 25<sup>th</sup> day of June, 2002 on behalf of USA Waste of California, Inc., the Guarantor.

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GUARANTOR:

\_\_\_\_\_  
USA Waste of California, Inc.

By:

(sign here)

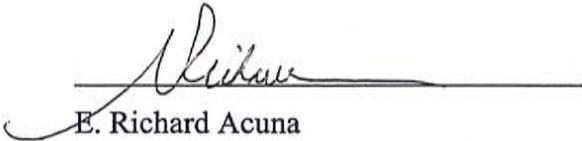


Duane C. Woods

Vice President and Assistant Secretary

By: \_\_\_\_\_

(sign here)



E. Richard Acuna

Vice President

Proper notarial acknowledgment of execution by Guarantor must be attached.

Chairman, president **or** vice-president **and** secretary, assistant secretary, CFO **or** assistant treasurer must sign for corporations. Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

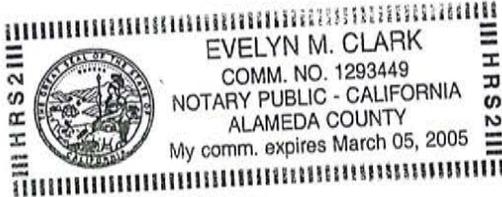
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Alameda } ss.

On June 25 02, before me, Evelyn M. Clark,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared E. Richard Acuna,  
Name(s) of Signer(s)

I personally known to me  
I  proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Evelyn M. Clark  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Guaranty Agreement

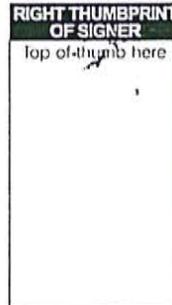
Document Date: 6-25-02 Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

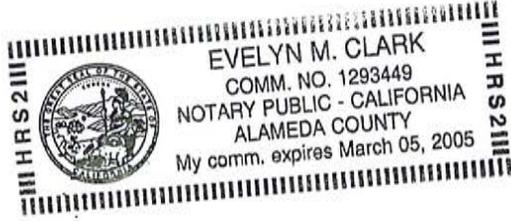
State of California

County of ALAMEDA } ss.

On June 25-02, before me, Evelyn M. Clark  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Duane C. Woods  
Name(s) of Signer(s)

I personally known to me  
 I proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Evelyn M. Clark  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

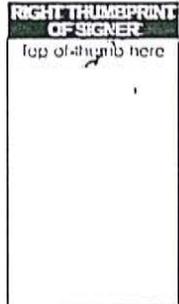
Description of Attached Document  
Title or Type of Document: Guaranty Agreement

Document Date: 6-25-02 Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

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- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_