
SUPPLEMENTAL TAX EXEMPTION CERTIFICATE AND AGREEMENT

among

CITY OF RACINE, WISCONSIN,

REPUBLIC SERVICES, INC.

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

\$20,000,000

CITY OF RACINE, WISCONSIN

VARIABLE/FIXED RATE DEMAND SOLID WASTE DISPOSAL REFUNDING REVENUE BONDS
(REPUBLIC SERVICES, INC. PROJECT) SERIES 2004

May __, 2009

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TAX EXEMPTION CERTIFICATE AND AGREEMENT

The undersigned are duly qualified officers of the CITY OF RACINE, WISCONSIN (the "*Issuer*"), REPUBLIC SERVICES, INC. (the "*Company*") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee (the "*Trustee*"). The undersigned officer of the Issuer is charged, with others, with the responsibility for executing and delivering the Amended Bonds in exchange for the previously issued Series 2004 Bonds on the date hereof. The Series 2004 Bonds were authorized pursuant to a duly authorized Resolution of the Issuer and that certain Indenture of Trust dated as of March 1, 2004 (the "*Original Indenture*") between the Issuer and the Trustee. The Series 2004 Bonds were issued on the Original Issuance Date, and the Sale Proceeds of the Series 2004 Bonds were loaned to the Company to refund the Prior Bonds pursuant to that certain Loan Agreement dated as of March 1, 2004 (the "*Loan Agreement*") between the Issuer and the Company. Certain terms are defined in Article I hereof. Terms used but not defined herein shall have the meanings given to them in the Indenture.

One purpose of executing this Tax Agreement is to set forth various facts regarding the Series 2004 Bonds and to establish the expectations of the Issuer, the Company and the Trustee as to future events regarding the Series 2004 Bonds and the use of Series 2004 Bond proceeds. To the extent such facts do not relate directly to the Issuer or the Trustee, the Issuer and the Trustee are relying upon the certifications of the Company, which reliance is reasonable and prudent. The certifications, covenants and representations contained herein are made on behalf of the Issuer, the Company and the Trustee for the benefit of the Owners from time to time of the Series 2004 Bonds. The Company has covenanted in the Loan Agreement, subject to the provisos set forth therein, that it has not taken or knowingly permitted to be taken and will not knowingly take or permit to be taken any action which will cause the interest on the Series 2004 Bonds to become includable in the gross income of the Owners for federal income tax purposes under Section 103 of the Code.

The Company hereby acknowledges that in the event of an examination by the Internal Revenue Service of the exclusion of interest on the Series 2004 Bonds from the gross income of the Owners for federal income tax purposes under current regulations, it is likely that the Internal Revenue Service will treat the Issuer as the "taxpayer" in such examination. The Company agrees that it will respond, and will direct the Issuer to respond, in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. The Issuer hereby covenants that it will cooperate with the Company, at the Company's expense (including the reasonable fees of counsel to the Issuer) and at its direction, in connection with any such examination unless the Issuer has been advised by counsel that the Issuer and the Company have actual or potential differing interests. All expectations and representations made herein by the Issuer are made solely on the basis of the representations and expectations of the Company stated herein. The Issuer knows of no reason to question these representations or expectations.

The Trustee is executing and delivering this Tax Agreement solely for the purposes of acknowledging the matters set forth in, and being bound to undertake the duties and responsibilities set forth with respect to, the Trustee in Article IV hereof. With respect to the matters set forth in the remaining Sections of this Tax Agreement, the Trustee has made no

investigation, makes no representation and undertakes no duties. No implied duties or responsibilities shall be read into this Tax Agreement against the Trustee, and the Trustee shall be entitled to the protections, privileges, exculpation and indemnities set forth in the Indenture.

ARTICLE I

DEFINITIONS

In addition to such other words and terms used and defined in this Tax Agreement, the following words and terms used in this Tax Agreement shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“Amended Bonds” means the Series 2004 Bonds, after being amended as described herein.

“Bond Counsel” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“Bond Fund” means the Bond Fund established pursuant to the Indenture.

“Bond Yield” means the Yield on the Amended Bonds.

“Closing” means the date of this Tax Agreement, which is the date on which the amendments to the Series 2004 Bonds become effective.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commingled Fund” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that is not Gross Proceeds if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a commingled fund.

“Control” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

- (a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or
- (b) to require the use of funds or assets of a Controlled Entity for any purpose.

“Controlled Entity” means any entity or one of a group of entities that is subject to Control by a Controlling Entity.

“*Controlled Group*” means a group of entities directly or indirectly subject to Control by one or more Controlling Entities.

“*Controlling Entity*” means any entity or one of a group of entities directly or indirectly having Control of any Controlled Entities.

“*Costs of Issuance*” means the costs of issuing the Amended Bonds, including underwriters’ discount or fees, placement agent fees, remarketing agent fees and legal fees.

“*Credit Facility*” means the direct pay letter of credit issued by the Credit Facility Provider.

“*Credit Facility Provider*” means JPMorgan Chase Bank, N.A.

“*De minimis Amount of Original Issue Discount or Premium*” means (a) any original issue discount or premium that does not exceed two percent of the stated redemption price at maturity of the Amended Bonds plus (b) any original issue premium that is attributable exclusively to reasonable underwriter’s compensation.

“*External Commingled Fund*” means a Commingled Fund in which the Issuer, the Company and all Related Persons to the Issuer and the Company, own, in the aggregate, not more than ten percent of the beneficial interests.

“*GIC*” means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“*Gross Proceeds*” means amounts in the funds listed on *Exhibit B* hereto.

“*Indenture*” means the Indenture of Trust, dated as of March 1, 2004, between the Issuer and the Trustee, as amended by the First Supplemental Indenture of Trust dated May __, 2009, pursuant to which the Series 2004 Bonds were issued.

“*Issuer*” means the City of Racine, Wisconsin.

“*Loan Agreement*” means the Loan Agreement, dated as of March 1, 2004, between the Issuer and the Company pursuant to which Sale Proceeds of the Series 2004 Bonds were loaned to the Company.

“*Placed-in-Service*” means the date on which, based on all facts and circumstances, (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

“*Prior Bond Funds*” means, collectively, the two Bond Funds created under the Prior Indentures from which payments of principal of and interest on the Prior Bonds are made.

“*Prior Bonds*” means, collectively, the (i) \$7,500,000 original aggregate principal amount of Variable/Fixed Rate Demand Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) Series 2002 and the (ii) \$12,500,000 original aggregate principal amount of Variable/Fixed Rate Demand Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) Series 2002B, both of which are currently outstanding.

“*Prior Indentures*” means the Indentures of Trust, dated as of August 1, 2002 and December 1, 2002, between the Issuer and the Prior Trustee relating to the Series 2002 Bonds and the Series 2002B Bonds, respectively.

“*Prior Trustee*” means Wells Fargo Bank, National Association.

“*Project*” is defined in Section 2.2 hereof.

“*Project Certificate*” means the Company’s Certificate Regarding Refunding Bonds and Use of Proceeds of Prior Bonds, dated the Original Issuance Date and executed in connection with the issuance of the Series 2004 Bonds.

“*Qualified Tax-Exempt Obligations*” means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludible from gross income of the owner thereof for federal income tax purposes, (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of such interest is interest which is excludible from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344.

“*Rebate Fund*” means the fund, if any, as defined in Section 4.4 hereof.

“*Rebate Provisions*” means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

“*Regulations*” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“*Related Person*” means (i) in the case of the Issuer, any member of the same Controlled Group as the Issuer, or (ii) in the case of the Company, any person related to the Company within the meaning of Section 144(a)(3) of the Code.

“*Sale Proceeds*” means amounts actually or constructively received from the sale of the Amended Bonds, including (a) amounts used to pay underwriter’s or placement agent’s discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of an Amended Bond or is otherwise associated with an Amended Bond (*e.g.*, a redemption right).

“*Series 2002 Bonds*” means the \$7,500,000 original aggregate principal amount of Variable/Fixed Rate Demand Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) Series 2002.

“*Series 2002B Bonds*” means the \$12,500,000 original aggregate principal amount of Variable/Fixed Rate Demand Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) Series 2002B.

“*Series 2004 Bonds*” means the \$20,000,000 City of Racine, Wisconsin Variable/Fixed Rate Demand Solid Waste Disposal Refunding Revenue Bonds (Republic Services, Inc.) Series 2004, prior to their amendment on the date hereof.

“*Tax Agreement*” means this Supplemental Tax Exemption Certificate and Agreement.

“*Transferred Proceeds*” means the proceeds of the Prior Bonds that remain on deposit in the Project Fund for the Series 2002B Bonds on the date hereof.

“*Trustee*” means Wells Fargo Bank, National Association, in its capacity as Trustee under the Indenture.

“*Yield*” means that discount rate which, when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation, produces an amount equal to the obligation’s purchase price (or in the case of the Amended Bonds, the issue price as established in Section 5.1), including accrued interest. For purposes of computing the Yield on the Amended Bonds and on investments, the same compounding interval (which must be an interval of not more than one year) and standard financial conventions (such as a 360-day year) must be used.

“*Yield Reduction Payment*” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

ARTICLE II

DESCRIPTION OF PROJECT

Section 2.1. Amendment Treated as Current Refunding. The amendments to the Series 2004 Bonds are treated for federal income tax purposes as causing a reissuance of the Series 2004 Bonds. Accordingly, the Amended Bonds are treated for federal income tax purposes as a new issue of bonds issued on the date hereof, all of the Sale Proceeds of which are being used to currently refund the Series 2004 Bonds on the date hereof. The Amended Bonds are a separate issue for federal income tax purposes from the Series 2004 Bonds.

Section 2.2. Acquisition, Construction and Equipping of the Project. As further described in the Project Certificate, the Company certifies that the facilities financed, directly or indirectly, in whole or in part, with the proceeds of the Prior Bonds (the “*Project*”) have heretofore been placed in service and that, except for the Transferred Proceeds, the proceeds of the Prior Bonds, and all earnings thereon, have been fully expended as of the date hereof and no proceeds of tax-exempt obligations now exist which are on deposit in any construction fund dedicated to the payment of costs of the Project or any fund or account related to the Series 2004 Bonds or the Prior Bonds.

Section 2.3. Prior Bonds and Series 2004 Bonds. (a) The Series 2002 Bonds and Series 2002B Bonds were issued on August 14, 2002 and December 24, 2002, respectively, pursuant to the Prior Indentures, to finance the Project. The Prior Bonds were originally issued in the aggregate principal amount totaling \$20,000,000, all of which is currently outstanding.

(b) The proceeds of the Prior Bonds were used, or will be used, to finance the costs of the Project which included the acquisition, construction and installation, as well as design and engineering and other qualifying costs, of solid waste facilities located at the Kestral Hawk Landfill and Green Valley Disposal hauling facility in the City of Racine, Wisconsin, and the Mallard Ridge Landfill in the Town of Darien, Wisconsin.

(c) Immediately prior to the Closing, no money or property of any kind (including cash) was on deposit in any fund or account, regardless of where held or the source thereof, with respect to any of the Prior Bonds or any loan agreement, security agreement or note related to any of the Prior Bonds, or any credit enhancement or liquidity device relating to any of the foregoing. No amounts have been returned to the Company once such amounts have been deposited in any fund or account related to the foregoing, except for reimbursements to the Company for expenditures on the Project. The Company spent all amounts in the Project Fund for the Series 2002 Bonds no later than April 1, 2004. The Company spent all amounts in the Project Fund for the Series 2002B Bonds no later than December 24, 2005.

(d) The Prior Bond Fund created for each issue of the Prior Bonds and the bond fund created for the Series 2004 Bonds has been depleted at least once each year except for carryover amounts which have not exceeded either one year’s earnings on such fund or 1/12th of annual debt service on the related Prior Bonds or the Series 2004 Bonds. Moneys deposited in the Prior Bond Funds and the bond fund created for the Series 2004 Bonds have been expended to pay debt service on the related Prior Bonds or the Series 2004 Bonds within 13 months from the date of such deposit.

(e) At the time each issue of the Prior Bonds was issued, the Company reasonably expected that all of the proceeds of such issue (including investment proceeds) would be spent within three years of the respective date of issuance of such issue of the Prior Bonds, and such proceeds were so spent. No more than fifty percent of the proceeds of any issue of the Prior Bonds was invested in investments having a yield that was substantially guaranteed for four years or more.

(f) All proceeds of the Series 2004 Bonds were used to redeem the Prior Bonds within 90 days of the date the Series 2004 Bonds were issued.

Section 2.4. Proceeds of Series 2004 Bonds. On the date hereof, no money or property of any kind (including cash) is on deposit in any fund or account or pledged or available to pay directly or indirectly regardless of where held or the source thereof, principal or interest on the Series 2004 Bonds, any obligation arising under the Loan Agreement, or any obligation arising under the Credit Facility or any other credit enhancement or liquidity device relating to any of the foregoing. No money or property has been returned to the Company once deposited in any such fund or account so pledged or available.

Section 2.5. Investment of Bond Proceeds. No portion of the Series 2004 Bonds was issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Series 2004 Bonds. The principal purpose of the Series 2004 Bonds was to lower aggregate interest costs as compared to the Prior Bonds, not to exploit the difference between taxable and tax-exempt interest rates in the investment of Gross Proceeds.

Section 2.6. No Grants. None of the Sale Proceeds or investment earnings thereon was used to make grants to any person.

Section 2.7. Hedges. The Issuer and the Company each acknowledges that if either of them enters into a transaction or contract that modifies its risk with respect to interest rate movements, the transaction or contract may affect the Yield on the Amended Bonds for arbitrage purposes. The Internal Revenue Service could recalculate Amended Bond Yield if the failure to account for a hedge fails to clearly reflect the economic substance of the transaction.

The Company and the Issuer also acknowledge that if they acquire a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bonds, and be subject to the fair market purchase price rules, rebate and yield restriction. The Company and the Issuer agree not to use proceeds of the Bonds to pay for any such hedging contract in whole or in part. The Company and the Issuer also agree that they will not give any assurances to any Bondholder, the Credit Facility Provider, or any other credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The Company and the Issuer recognize that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

Section 2.8. Payments to Related Persons. None of the Sale Proceeds or investment earnings thereon was paid to the Issuer, the Company or any Related Person to the Issuer or the Company.

Section 2.9. Internal Revenue Service Audits. The Company represents that it has not been contacted by the Internal Revenue Service or any issuer of bonds, the proceeds of which

were lent to (or otherwise used for the benefit of) the Company, regarding any examination of the Series 2004 Bonds or any tax-exempt bonds issued for the benefit of the Company, except as disclosed to Bond Counsel. The Issuer represents that it has not been contacted by the Internal Revenue Service regarding any examination of the Series 2004 Bonds or any other tax-exempt bonds issued for the benefit of the Company. To the best knowledge of the Company, no bonds issued as tax exempt bonds for the benefit of the Company are or have been under examination by the Internal Revenue Service, except as disclosed to Bond Counsel.

ARTICLE III

USE OF PROCEEDS; DESCRIPTION OF FUNDS

Section 3.1. Use of Proceeds and Other Moneys. (a) All of the Series 2004 Bond proceeds were deposited with the Prior Trustee and deposited into the Prior Bond Fund and used to reimburse the bank that issued the letters of credit that secure the Prior Bonds for payment of the principal of the Prior Bonds on the Redemption Date. The Company deposited with the Prior Trustee all amounts necessary to pay the interest that accrued through such Redemption Date on the Prior Bonds. The Prior Trustee used such funds to reimburse such bank for payment of such interest.

(b) The only funds and accounts created under the Indenture are the Bond Fund and the Purchase Fund. No Sale Proceeds were deposited into the Bond Fund. The Purchase Fund will be held by the Trustee as a special trust account to be used solely for the payment of the purchase price of tendered bonds.

(c) Principal of and interest on the Series 2004 Bonds is paid from the Bond Fund.

(d) Any available moneys remaining with the Trustee after redemption of the Prior Bonds were deposited in the Bond Fund to pay interest on the Amended Bonds.

(e) Payments made by the Company under the Loan Agreement are deposited in the Bond Fund when received by the Trustee and used to pay principal of and interest and premium, if any, on the Series 2004 Bonds, as provided in the Indenture.

(f) Payments of Costs of Issuance were paid from sources other than Sale Proceeds of the issue of which the Series 2004 Bonds were a part.

Section 3.2. Purpose of Bond Fund. The Bond Fund is used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Series 2004 Bonds in each bond year. It is expected that the Bond Fund will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (a) the earnings on the investment of moneys in such Bond Fund for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Amended Bonds for the immediately preceding bond year.

Section 3.3. No Other Gross Proceeds. (a) Except as identified on *Exhibit A* hereto, and except for the Credit Facility, neither the Issuer nor the Company or any Related Person to either of them has or will have any property, including cash or securities that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Series 2004 Bonds or the Amended Bonds;

(iii) amounts that have a sufficiently direct nexus to the Series 2004 Bonds or the Amended Bonds or to the governmental purpose of the Series 2004 Bonds to conclude that the amounts would have been used for that governmental purpose if the Series 2004 Bonds or the Amended Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Series 2004 Bonds or the Amended Bonds or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Series 2004 Bonds or the Amended Bonds or the obligations under the Credit Facility or any other credit enhancement or liquidity device with respect to the Series 2004 Bonds or the Amended Bonds, even if the Issuer, the Company or any Related Person to either of them encounters financial difficulties;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Bondholders, the Credit Facility Provider or any other credit enhancement provider, including any liquidity device or negative pledge (any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of an Owner or a guarantor of the Series 2004 Bonds or the Amended Bonds); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes or similar arrangement exists with respect to, in any way, the Series 2004 Bonds or the Amended Bonds, the Loan Agreement, the Credit Facility or any other credit enhancement or liquidity device related to the Series 2004 Bonds or the Amended Bonds.

(c) The term of the Amended Bonds is not longer than is reasonably necessary for the governmental purposes of the Amended Bonds because the weighted average maturity of the Amended Bonds does not exceed 120 percent of the average reasonably expected economic life of the Project as evidenced in the Project Certificate.

ARTICLE IV

ARBITRAGE REBATE; RECORD KEEPING; INVESTMENT DIRECTION

Section 4.1. Compliance with Rebate Provisions. The Company covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Amended Bonds. The Company will make, or cause to be made, rebate payments with respect to the Amended Bonds in accordance with law. Such payments shall be made only out of amounts available under the Indenture or otherwise provided by the Company. The Issuer hereby agrees to cooperate with the Company (at the expense of the Company, including reasonable fees of counsel to the Issuer) in complying with the Rebate Provisions, including, without limitation, making any appropriate filings requested by the Company. The Company acknowledges that, because the Amended Bonds are treated as a current refunding of the Series 2004 Bonds for federal income tax purposes, all calculations and payments related to the Rebate Provisions for the Amended Bonds must be done separately from those for the issue of which the Series 2004 Bonds was a part prior to the amendments becoming effective on the date hereof. The final rebate payment, if any, with respect to the Series 2004 Bonds must be made within 60 days of the last date upon which the issue of which the Series 2004 Bonds was a part is fully redeemed and retired, and for this purpose the Series 2004 Bonds are fully redeemed and retired on the date hereof when the Series 2004 Bonds become the Amended Bonds.

Section 4.2. Records. The Trustee (with respect to amounts held under the Indenture) and the Company agree to keep and retain or cause to be kept and retained, until six years after the Amended Bonds are paid in full, adequate records with respect to the investment of all Gross Proceeds. Such records shall include:

- (a) purchase price;
- (b) purchase date;
- (c) type of investment;
- (d) accrued interest paid;
- (e) interest rate;
- (f) principal amount;
- (g) maturity date;
- (h) interest payment date;
- (i) date of liquidation; and
- (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last Amended Bond is retired, the records required to be kept shall include the fair market value of such investment on the date the last Amended Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

Section 4.3. Fair Market Value; Certificates of Deposit and Investment Agreements. The Company will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Tax Agreement and the Indenture. The Company shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States Treasury. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if:

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Amended Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Amended Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Company or any other person (whether or not in connection with the Amended Bonds) and that the bid is not being submitted solely as a courtesy to the Company or the Issuer or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the Company, on behalf of the Issuer, will retain the following records with its bond documents until three years after the Amended Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under paragraph (b)(xi) of this Section;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

The Company (and the Trustee, to the extent of any investment discretion) agrees that an investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's-length and had the rebate or Yield restriction requirements not been relevant to the Company. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this Section 4.3.

A single investment, or multiple investments awarded to a provider based on a single bid, may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this Section 4.3 satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this Section 4.3 are contained herein for the protection of the Company, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Amended Bonds. The Company will contact Bond Counsel if it does not wish to comply with the provisions of this Section 4.3 and forego the protection provided by the safe harbors provided herein. Modifications to this Tax Agreement can be made in accordance with Section 6.7 hereof.

Section 4.4. Rebate Fund. The Issuer is hereby authorized to create and establish, if the Issuer or the Trustee deem it necessary, a special fund under the Indenture to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested,

expended and accounted for in accordance with the Indenture and this Tax Agreement. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the Bondholders. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Tax Agreement.

In addition to the amounts provided in this Tax Agreement, the Company hereby agrees to pay to the Trustee for deposit in the Rebate Fund for payment to the United States any amount which under the Regulations must be deposited in the Rebate Fund for payment to the United States with respect to the Amended Bonds, but which is not available under the Indenture for transfer to the Rebate Fund for payment to the United States.

Section 4.5. Arbitrage Rebate Consultant. The Company shall, within 14 days prior to the end of each fifth Bond Year and within 14 days prior to the payment in full of all Amended Bonds, retain a person responsible for performing rebate calculations that may be required from time to time (an “*Arbitrage Rebate Consultant*”) to calculate and furnish to the Trustee in writing the amount of accrued arbitrage rebate liability as of the end of that fifth Bond Year or the date of such payment in full. The costs and all expenses of the Arbitrage Rebate Consultant are the sole responsibility of the Company. Notwithstanding the foregoing, such calculations shall not be required to be made if the Arbitrage Rebate Consultant or Bond Counsel delivers an opinion to the Issuer, the Company and the Trustee to the effect that the calculations described in this Section 4.5 are no longer required.

The Trustee agrees to maintain and furnish the Arbitrage Rebate Consultant with all such information and data as the Arbitrage Rebate Consultant shall reasonably require to make the calculations described in this Section within 45 days after the Arbitrage Rebate Consultant is retained by the Company. The Trustee shall also notify the Company and the Issuer in writing of the amount then on deposit in the Rebate Fund. If the amount then on deposit in the Rebate Fund is in excess of the accrued arbitrage rebate liability, then the Trustee shall forthwith pay that excess amount to the Company. If the amount then on deposit in the Rebate Fund is less than the accrued arbitrage rebate liability, then the Company shall, within ten days after receipt of the aforesaid notice from the Trustee, pay to the Trustee for deposit in the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the accrued arbitrage rebate liability. With 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, the Trustee, acting on behalf of the Issuer and the Company, shall pay to the United States of America in accordance with Section 148(f) of the Code from moneys then on deposit in the Rebate Fund an amount at least equal to the amount required to be paid to comply with the Rebate Provisions. Within 60 days after the payment in full of all Outstanding Bonds, the Trustee shall pay to the United States of America in accordance with Section 148(f) of the Code from the moneys then on deposit in the Rebate Fund an amount at least equal to the amount required to be paid to comply with the Rebate Provisions and any moneys remaining in the Rebate Fund following such payment shall be immediately paid to the Company.

The Trustee and the Issuer shall be entitled conclusively to rely on the calculations and directions of the Arbitrage Rebate Consultant made pursuant to this Section and shall not be

responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations and directions.

The Trustee shall maintain a record of any investments of Gross Proceeds held by the Trustee, including without limitation investments of amounts held in the Bond Fund and the Project Fund, as described in Section 4.3.

The Trustee shall obtain and keep such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code. Notwithstanding the foregoing, the Trustee shall keep such records at least until six years following the final payment or maturity of all Amended Bonds.

ARTICLE V

YIELD AND INVESTMENT LIMITATIONS

Section 5.1. Issue Price. The Remarketing Agent has certified, *inter alia*, in the Certificate of the Remarketing Agent in the form set forth as *Exhibit A*, that the first reoffering price at which it sold all of the Amended Bonds is par.

Section 5.2. Yield Limits. (a) Except as provided in paragraph (b) all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Amended Bonds.

(b) The following may be invested without Yield restriction:

(i) amounts invested in Qualified Tax-Exempt Obligations (to the extent permitted by the Indenture); and

(ii) amounts on deposit in the Bond Fund that have not been on deposit under the Indenture for more than 13 months, so long as the Bond Fund continues to qualify as a bona fide debt service fund as described in Section 3.2 hereof.

Section 5.3. Continuing Nature of Yield Limits. Except as provided in Section 6.8, once moneys are subject to the Yield limits of Section 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

Section 5.4. Yield on the Loan Agreement. Payments of loan repayments under the Loan Agreement will be due on not later than the day and in the same amount as payments are due on the Amended Bonds. The earnings and profits of any temporary investments of amounts held under the Indenture, if any, will accrue to the Company, not to the Issuer. The Yield on the Loan Agreement does not exceed the Yield on the Amended Bonds by more than one-eighth of one percent.

Section 5.5. Other Payments Relating to the Bonds. Except for (a) the payments under the Loan Agreement as described above, (b) Costs of Issuance relating to the Amended Bonds, including Purchaser's compensation and (c) fees and expenses of the Trustee, no consideration, in cash or in kind, has been, is being or will be paid by any Person to any Person in connection with or relating to issuing, carrying or redeeming the Amended Bonds or issuing, carrying or repaying the Company's obligations under the Loan Agreement. The Issuer is receiving no fee with respect to the Amended Bonds.

Section 5.6. Federal Guarantees. Except for investments meeting the requirements of Section 5.2(b)(ii) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the payment of principal of or interest on the Amended Bonds, the Credit Facility or any other credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof). No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). This Section 5.6 does not apply to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Section 5.7. Treatment of Certain Credit Facility Fees. Based upon representations made in the Certificate of the Remarketing Agent set forth as *Exhibit A*, attached hereto, and based upon representations made in the Certificate of the Credit Facility Provider set forth as or referenced in *Exhibit D* attached hereto which the Issuer and the Company have no reason to believe are untrue, and the representations contained in this Tax Agreement, the fee paid to the Credit Facility Provider with respect to the Credit Facility may be treated as interest in computing Bond Yield.

Neither the Issuer nor the Company nor any Related Person to either of them is a Related Person to the Credit Facility Provider. Other than the fee paid to the Credit Facility Provider, neither the Credit Facility Provider nor any person who is a Related Person to the Credit Facility Provider will use any Sale Proceeds or investment earnings thereon. The fee paid for the Credit Facility does not exceed a reasonable, arm's length charge for the transfer of credit risk. The fee does not include any payment for any direct or indirect services other than the transfer of credit risk.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Project Certificate. (a) The Company hereby represents that, except as otherwise specifically set forth in this Tax Agreement, all statements in the Project Certificate (including all attachments and exhibits) remain accurate and complete as of the date hereof, and all covenants contained in the Project Certificate have been fully complied with. The Company acknowledges that the Project Certificate continues to apply to the Series 2004 Bonds and the Amended Bonds. The Company covenants that it will take all actions within its control that may be necessary to cause all representations and covenants in the Project Certificate with respect to future events to be true.

(b) The Company acknowledges that, because interest on the Amended Bonds is excludible from gross income for federal income tax purposes, certain consequences and special rules may result to the Company with respect to federal income taxation of the Company. These consequences may include the required use of the alternative depreciation system for tax-exempt bond financed property under Section 168(g)(5) of the Code and the loss of the deductibility of interest paid with respect to the Amended Bonds upon a “change in use” under Section 150(b) of the Code. The Company acknowledges that Chapman and Cutler LLP was not retained to advise and has no responsibility to advise the Company with respect to any of such consequences. The Company will consult with its tax advisors with respect to such matters.

(c) The Issuer and the Company each recognize that Section 149(a) of the Code requires the Amended Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Amended Bonds are delivered. In this connection, the Issuer and the Company each agree that it will not take any action to permit the Amended Bonds to be issued in, or converted into, bearer or coupon form.

Section 6.2. Termination. This Tax Agreement shall terminate at the later of (a) 75 days after the Amended Bonds have been fully paid and retired or (b) the date on which any payments required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of Section 4.2, Section 4.3 and Section 6.6 hereof shall not terminate until the third anniversary of the date the Amended Bonds are fully paid and retired.

Section 6.3. IRS Form 8038. The information contained in the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038 attached hereto as *Exhibit C*, is true and complete. The Company will file, on behalf of the Issuer, Form 8038 (and all other required information reporting forms) in a timely manner.

Section 6.4. No Common Plan of Financing. Since _____, 2009, neither the Issuer nor the Company or any Related Person to either of them has sold any obligations other than the Amended Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Amended Bonds. Neither the Issuer nor the Company nor any Related

Person to either of them will sell within 15 days after the date hereof any obligations other than the Amended Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Amended Bonds.

Section 6.5. Sale of the Project. Neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of in whole or in part prior to the last maturity date of the Amended Bonds.

Section 6.6. Record Retention. The Issuer, the Trustee and the Company will each maintain sufficient records to demonstrate compliance with all covenants set forth herein and in the Project Certificate, to support the continued exclusion of interest paid on the Amended Bonds from federal income taxation and to show that all tax returns related to the Amended Bonds submitted or required to be submitted to the Internal Revenue Service are correct and timely filed. Such records shall include but are not limited to: basic records relating to the Amended Bond transaction (including this Tax Agreement, the Project Certificate, the Resolution, the Indenture and the Bond Counsel opinion); documentation evidencing the expenditure of Amended Bond proceeds; documentation evidencing the use of bond-financed property; and documentation pertaining to any investment of Amended Bond proceeds (including the information required under Section 4.2 and Section 4.3 hereof and in particular information related to the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments if any, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for at least as long as the Amended Bonds are outstanding, plus the period ending three years after the latest of the final payment date of the Amended Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Amended Bonds or for such longer period as may be required by this Tax Agreement.

Section 6.7. Future Events. The Company acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and agrees to promptly contact Bond Counsel if such changes occur.

Section 6.8. Permitted Changes; Opinion of Bond Counsel. The Yield restrictions contained in Section 5.2 or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Series 2004 Bonds and the Amended Bonds is otherwise entitled and the Issuer, the Company and the Trustee receive an opinion of Bond Counsel to such effect. Unless the Company otherwise directs, such opinion shall be in such form and contain such disclosures and disclaimers as may be required so that such opinion will not be treated as a covered opinion or a state or local bond opinion for purposes of Treasury Department regulations governing practice before the Internal Revenue Service (Circular 230) 31 C.F.R. pt. 10.

Section 6.9. Severability. If any clause, provision or section of this Tax Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, sections or provisions hereof.

Section 6.10. Counterparts. This Tax Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.11. Notices. All notices, demands, communications and requests which may or are required to be given hereunder or by any party hereto shall be deemed given on the date on which the same shall have been mailed to the addresses and by the methods set forth in the Indenture.

Section 6.12. Successors and Assigns. The terms, provisions, covenants and conditions of this Tax Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties to this Tax Agreement.

Section 6.13. Headings. The headings of this Tax Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Tax Agreement.

Section 6.14. Governing Law. This Tax Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the laws of the United States of America (particularly the Code and the Regulations).

Section 6.15. Expectations. The Issuer and the Company have reviewed the facts, estimates and circumstances in existence on the date of issuance of the Amended Bonds presented by the Company and others. Such facts, estimates and circumstances, together with the expectations of the Issuer and the Company as to future events, are set forth in summary form in this Tax Agreement. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein and in the Project Certificate, the undersigned have adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Sale Proceeds or any other moneys or property will be used in a manner that will cause the Amended Bonds to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations. To the extent the Issuer is relying on the representations, expectations and covenants of the Company, it is reasonable and prudent for the Issuer to do so.

DATED: May __, 2009

CITY OF RACINE, WISCONSIN

By _____
Name: _____
Title: Mayor

REPUBLIC SERVICES, INC.

By _____
Name: Edward A. Lang, III
Title: Vice President Finance and Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Name: _____
Title: _____

EXHIBIT A

CERTIFICATE OF REMARKETING AGENT

The undersigned is an officer of J.P. Morgan Securities Inc. (the “*Remarketing Agent*”) and as such officer, hereby certifies as follows:

1. On May __, 2009, the Remarketing Agent has remarketed the \$20,000,000 City of Racine, Wisconsin Variable/Fixed Rate Demand Solid Waste Disposal Refunding Revenue Bonds (Republic Services, Inc.) Series 2004 (the “*Amended Bonds*”).

2. The Remarketing Agent hereby confirms that the first price at which all of the principal amount of the Amended Bonds has been sold to the public on the date hereof (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) is equal to 100% with no accrued interest.

3. All of the Amended Bonds have been the subject of a bona fide initial offering to the public on the date hereof (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at a price of 100%. Based upon our assessment of the market conditions prevailing on the date hereof, the purchase price of the Amended Bonds is not less than the fair market value of each Amended Bond as of the date hereof. The initial interest rate for the Amended Bonds was the lowest rate necessary to sell the Amended Bonds at 100% of their principal amount plus accrued interest on the date hereof.

4. The present value of the fees paid and to be paid for the Credit Facility over the term of the Amended Bonds (using as a discount rate the expected Yield on the Amended Bonds treating the fees paid as interest on the Amended Bonds) is less than the present value of the interest reasonably expected to be saved on the Amended Bonds over the term of the Amended Bonds as a result of the Credit Facility. The fees paid and to be paid for the Credit Facility do not exceed a reasonable, arm’s-length charge for the transfer of credit risk. The fees do not include any payment for any direct or indirect services other than the transfer of credit risk.

5. None of the proceeds of the Amended Bonds is being or will be used to pay fees of the Remarketing Agent in connection with the reoffering of the Amended Bonds.

All terms not defined herein shall have the same meanings as in the Tax Exemption Certificate and Agreement, to which this Certificate is attached.

Dated: _____, 2009

Very truly yours,

J.P. MORGAN SECURITIES INC.

By _____
Name: _____
Title: _____

EXHIBIT B
GROSS PROCEEDS*

Bond Fund

* If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Series 2004 Bonds or the Amended Bonds, any amounts are derived from the sale of any right that is part of the terms of a Series 2004 or an Amended Bond or is otherwise associated with a Series 2004 or an Amended Bond (*e.g.*, a redemption right) or the Issuer or the Company enters into any agreement to maintain certain levels of types of assets for the benefit of a holder of a Series 2004 or an Amended Bond or any credit enhancement with respect to the Series 2004 Bonds or the Amended Bonds, such amounts may also constitute gross proceeds.

EXHIBIT C

FORM 8038

This document was delivered as Item ___ of the Closing Transcript.

EXHIBIT D

May __, 2009

[LETTERHEAD OF CREDIT FACILITY PROVIDER]

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

Re: City of Racine, Wisconsin
Variable/Fixed Rate Demand Solid Waste Disposal
Refunding Revenue Bonds (Republic Services, Inc. Project)
Series 2004

Ladies and Gentlemen:

In connection with the issuance of the above-referenced bonds (the “*Bonds*”), we are issuing the Credit Facility securing the payment of principal, interest and tender price on the Bonds. We are being paid the fees provided for in the Credit Agreement dated as of September 18, 2008 among Republic Services, Inc., JPMorgan Chase Bank, NA and the other lending institutions parties thereto (collectively, the “*Fee*”). The Fee does not include a separate fee in the amount of \$ _____ being paid to Standard & Poors.

This letter is to advise you that (a) the Credit Facility is an unconditional obligation of us (enforceable by or on behalf of the holders of the Bonds) to pay the interest on and principal [and the tender price] of the Bonds, (b) the Fee paid does not exceed our charge for the transfer of credit risk and was determined in arm’s length negotiations, (c) no portion of the Fee represents a payment for any direct or indirect services other than the transfer of credit risk, including an indirect payment of costs of issuance, including rating agency fees, or the costs of underwriting or remarketing the Bonds or the cost of insurance for casualty to Bond-financed property, (d) we do not reasonably expect that we will be called upon to make any payment under the Credit Facility for which we will not be immediately reimbursed, (e) except for the Fee we will not (and any person related to us within the meaning of Section 144(a)(3) of the Code will not) use any portion of the Bond proceeds and (f) no entity is entitled to a refund in excess of the unearned portion of the Fee in the event a Bond is retired before the final maturity date.

All terms not defined herein shall have the same meaning as in the Tax Exemption Certificate and Agreement with respect to the Bonds, to which this exhibit is attached.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By _____
Its _____