V22598

ARTICLES OF MERGER
Merger Sheet

MERGING:

MIAMI AIRPORT SERVICES, INC., a Florida corporation, P95000031359

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation, V22598

File date: March 24, 1997

Corporate Specialist: Joy Moon-French

V22598

THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 304808 81523A

AUTHORIZATION :

COST LIMIT : $ ~~122.50~~ prepaid

ORDER DATE : March 24, 1997

ORDER TIME : 11:48 AM

ORDER NO. : 304808-020

400002122714--1
-03/25/97--01001--006
****612.50 ****122.50

CUSTOMER NO: 81523A

CUSTOMER: Daniel L. Decubellis, Esq
Mathews Railey Decubellis &
Suite 801, Firstate Tower
255 South Orange Avenue
Orlando, FL 32801

FILED
97 MAR 24 PM 4:02
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

MIAMI AIRPORT SERVICES, INC.

INTO

JENNINGS ENVIRONMENTAL
SERVICES, INC.

FILED
97 MAR 24 PM 2:15
SECRETARY OF STATE

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX ____ CERTIFIED COPY
____ PLAIN STAMPED COPY

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS: 4/2 JBerger C.C

ARTICLES OF MERGER

FILED
97 MAR 24 PM 4:02
TALLAHASSEE, FLORIDA

OF MIAMI AIRPORT SERVICES, INC.

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC.

Pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act, the undersigned Miami Airport Services, Inc., a Florida corporation ("MAS"), and Jennings Environmental Services, Inc., a Florida corporation ("Jennings"), adopt the following Articles of Merger for the purpose of merging the two corporations into one Florida corporation:

ARTICLE I.

The names of the constituent corporations and the States under the laws of which they are respectively organized are:

NAME OF CORPORATION	STATE
Jennings Environmental Services, Inc.	Florida
Miami Airport Services, Inc.	Florida

ARTICLE II.

The name of the surviving corporation is Jennings Environmental Services, Inc., a Florida corporation, and it is to be governed by the laws of the State of Florida.

ARTICLE III.

The Plan of Merger was approved by the shareholders of MAS in the manner prescribed by Section 607.1103, Florida Statutes, to be effective at 12:01 A.M., February 28, 1997. The Plan of Merger was approved by the Directors of Jennings in the manner prescribed by Section 607.1103(7), Florida Statutes, to be effective at 12:01 A.M., February 28, 1997, and no vote of the Shareholders of Jennings is required to approve the Plan of Merger.

ARTICLE IV.

The Plan of Merger is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on this 13th day of March, 1997.

Jennings Environmental Services, Inc.

By: _____
Name: John J. Jennings
Title: President

Miami Airport Services, Inc.

By: _____
Juan Carlos Mas, President

G:\WPFILES\CLIENTS\CLEAN\MAS\ARTMERG.1

PLAN OF MERGER OF MIAMI AIRPORT SERVICES, INC., A FLORIDA CORPORATION, INTO JENNINGS ENVIRONMENTAL SERVICES, INC., A FLORIDA CORPORATION

In accordance with and subject to the Agreement for Merger and Plan of Reorganization between the parties, this Plan of Merger is filed with the Florida Department of State along with the Articles of Merger, by and between, MIAMI AIRPORT SERVICES, INC., a Florida corporation (the "Merging Corporation"), and JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation (the "Surviving Corporation"). The Merging and Surviving Corporations are sometimes referred to in this Plan as the "Constituent Corporations".

ARTICLE I

The Constituent Corporations hereby agree that the Merging Corporation shall be merged with and into the Surviving Corporation and the Merging Corporation and the Surviving Corporation shall be a single corporation. The Surviving Corporation shall be the corporation continuing after the merger and the separate existence of the Merging Corporation shall cease upon the date of filing of the Articles of Merger (the "Effective Date").

ARTICLE II

The terms and conditions of the exchange are as follows:

On the effective date of the merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities and franchises, and all of the property, whether real, personal or mixed, of the Merging Corporation without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for the liabilities and obligations of the Merging Corporation in accordance with the Agreement for Merger and Plan of Reorganization between the parties.

ARTICLE III

The manner and basis of exchange of the shares shall be as follows:

Pursuant to the Agreement between the parties, all of the shares of stock in Merging Corporation shall be converted into and become exchangeable for 37,549 shares of the common stock of USA Waste Services, Inc., a Delaware corporation, which is the sole shareholder of the Surviving Corporation. These shares of USA Waste Services, Inc. shall be distributed to each Stockholder of the Merging Corporation such that each share of the common stock of the Merging Corporation shall be exchangeable and be converted into 125.1633 shares of the common stock of USA Waste Services, Inc. In addition, based on a variety of factors, the parties have agreed that the Stockholders of the Merging Corporation will receive an additional 980 shares of the common stock of USA Waste Services, Inc. The total shares of stock of USA Waste Services, Inc. available to the Stockholders of the Merging Corporation shall be subject to adjustments for any shortfall in the average monthly revenue guaranty as provided in the Agreement for Merger and Plan of Reorganization between the parties.

ARTICLE IV

There shall be no change to the Articles of Incorporation, By-Laws or Board of Directors of the Surviving Corporation.

V22598

ARTICLES OF MERGER
Merger Sheet

MERGING:

CLEAN-TEC WASTE SERVICES, INC., a Florida corporation, P95000028191

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation, V22598

File date: March 24, 1997

Corporate Specialist: Joy Moon-French

V22598

CSC THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 304808 81523A

AUTHORIZATION :

COST LIMIT : $ ~~122.50~~ Prepd.

ORDER DATE : March 24, 1997

ORDER TIME : 11:41 AM

ORDER NO. : 304808-005

CUSTOMER NO: 81523A

000002122720--2
-03/25/97--01001--006
****612.50 ****122.50

CUSTOMER: Daniel L. Decubellis, Esq
Mathews Railey Decubellis &
Suite 801, Firstate Tower
255 South Orange Avenue
Orlando, FL 32801

FILED
97 MAR 24 PM 4:03
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

CLEAN-TEC WASTE SERVICES, INC.

INTO

JENNINGS ENVIRONMENTAL
SERVICES, INC.

FILED
97 MAR 24 PM 2:45
DIVISION OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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4/2

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS: JM Imberger C.L.

ARTICLES OF MERGER

FILED
97 MAR 24 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF CLEAN-TEC WASTE SERVICES, INC.

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC.

Pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act, the undersigned Clean-Tec Waste Services, Inc., a Florida corporation ("Clean-Tec"), and Jennings Environmental Services, Inc., a Florida corporation ("Jennings"), adopt the following Articles of Merger for the purpose of merging the two corporations into one Florida corporation:

ARTICLE I.

The names of the constituent corporations and the States under the laws of which they are respectively organized are:

NAME OF CORPORATION	STATE
Jennings Environmental Services, Inc.	Florida
Clean-Tec Waste Services, Inc.	Florida

ARTICLE II.

The name of the surviving corporation is Jennings Environmental Services, Inc., a Florida corporation, and it is to be governed by the laws of the State of Florida.

ARTICLE III.

The Plan of Merger was approved by the shareholders of Clean-Tec in the manner prescribed by Section 607.1103, Florida Statutes, to be effective at 12:01 A.M., March 14, 1997. The Plan of Merger was approved by the Directors of Jennings in the manner prescribed by Section 607.1103(7), Florida Statutes, to be effective at 12:01 A.M., March 14, 1997, and no vote of the Shareholders of Jennings is required to approve the Plan of Merger.

ARTICLE IV.

The Plan of Merger is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on this 13th day of March, 1997.

Jennings Environmental Services, Inc.

By: _____
Name: John J. Jennings
Title: President

Clean-Tec Waste Services, Inc.

By: _____
Ralph Velocci, President

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PLAN OF MERGER OF CLEAN-TEC WASTE SERVICES, INC., A FLORIDA CORPORATION, INTO JENNINGS ENVIRONMENTAL SERVICES, INC., A FLORIDA CORPORATION

In accordance with and subject to the Agreement for Merger and Plan of Reorganization between the parties, this Plan of Merger is filed with the Florida Department of State along with the Articles of Merger, by and between, CLEAN-TEC WASTE SERVICES, INC., a Florida corporation (the "Merging Corporation"), and JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation (the "Surviving Corporation"). The Merging and Surviving Corporations are sometimes referred to in this Plan as the "Constituent Corporations".

ARTICLE I

The Constituent Corporations hereby agree that the Merging Corporation shall be merged with and into the Surviving Corporation and the Merging Corporation and the Surviving Corporation shall be a single corporation. The Surviving Corporation shall be the corporation continuing after the merger and the separate existence of the Merging Corporation shall cease upon the date of filing of the Articles of Merger (the "Effective Date").

ARTICLE II

The terms and conditions of the exchange are as follows:

On the effective date of the merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities and franchises, and all of the property, whether real, personal or mixed, of the Merging Corporation without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for the liabilities and obligations of the Merging Corporation in accordance with the Agreement for Merger and Plan of Reorganization between the parties.

ARTICLE III

The manner and basis of exchange of the shares shall be as follows:

Pursuant to the Agreement between the parties, all of the shares of stock in Merging Corporation shall be converted into and become exchangeable for 36,889 shares of the common stock of USA Waste Services, Inc., a Delaware corporation, (shares of the common stock of USA Waste Services may be referred to herein as the "Parent Shares") which is the sole shareholder of the Surviving Corporation. These shares of USA Waste Services, Inc. shall be distributed to each Stockholder of the Merging Corporation such that each share of the common stock of the Merging Corporation shall be exchangeable and be converted into 3.6889 shares of the common stock of USA Waste Services, Inc. The total shares of stock of USA Waste Services, Inc. available to the Stockholders of the Merging Corporation shall be subject to adjustments as provided in the Agreement for Merger and Plan of Reorganization between the parties as follows:

1.5 Adjustments in Parent Shares. The parties acknowledge and agree that the value of the Company is difficult to ascertain. Therefore, the parties have agreed to the conversion of the Company's shares as described above and for adjustments based upon the following:

(a) Revenue Guaranty. Any shortfall in the average monthly revenue guaranty as provided for in the Agreement for Merger and Plan of Reorganization which provides for a reduction in the total amount of Parent Shares ultimately due to Stockholders. This reduction, if any, shall be made first from the Retained Shares; and

(b) Earn Out. Stockholders shall be entitled to additional Parent Shares pursuant to this Section 1.5(b) equal to a maximum of $17,500,000 in value based upon the price per share of such Parent Shares when issued.

These additional Parent Shares are to be issued to the Stockholders based upon and at the times specified in the following formulas. However, under no circumstances shall the total value of Parent Shares issued pursuant to the formulas stated below be in excess of $17,500,000.00.

Therefore, if the total value of the Parent Shares to which Stockholders shall be entitled as calculated pursuant to the formulas set forth below after the end of the five year earn out period is greater than $17,500,000, then the total amount due to Stockholder shall be limited to $17,500,000.

In addition, should any Stockholder leave the employment of the Surviving Parties prior to the end of the five year earn out period described below, then such Stockholder shall not be entitled to receive any additional Parent Shares or other funds except for the money and Parent Shares which he may have received up to that time. Notwithstanding the foregoing, in the event of the death of a Stockholder prior to the end of the five year earn out period then such Stockholder's estate shall be entitled to the amount earned under the EBITDA formula up to the date of death and 10% of the amount the Stockholder would have been entitled for the remainder of that year and if the death occurs before the four year anniversary of the Closing then the Stockholder's estate will also be entitled to 10% of what the Stockholder would have been entitled under the EBITDA formula for the next year. Also, if the Stockholder would have been entitled to any additional Parent Shares pursuant to the EBINT Margin formula at the end of five years, then the Stockholder's estate will be entitled to 10% of such EBINT Margin amount for each full year that the Shareholder was employed by the Surviving Parties. The Surviving Parties shall have not further obligations to such Stockholder pursuant to this Section 1.5 (b) after such Stockholder leaves the employment of Surviving Parties.

(1) EBITDA/ANNUAL ADJUSTMENT On the first anniversary of the Closing and on each such anniversary thereafter for a total of five years, Stockholders shall be entitled to receive additional Parent Shares (with the value calculated based on the closing price of the Parent Shares on the close of business on the trading day immediately preceding each such anniversary) equal in value to the greater of:

a. $250,000 each year, or

b. twice the earning of the Surviving Parties or any affiliate thereof from the Business earned by Surviving Parties or their affiliates within the "Service Area" (as defined below) before adjustments for interest, taxes, depreciation and amortization

("EBITDA") as determined by Parent in accordance with generally accepted accounting principles.

The following items shall be deducted from the EBITDA:

(i) The sum of $1,280,000; and

(ii) 16% of the aggregate capital expenditures after Closing (as determined by Parent in accordance with generally accepted accounting principles) of the Surviving Parties or any affiliate thereof which are allocable to the Business of the Surviving Parties or their affiliates within the Service Area; and

(iii) 16% of the aggregate purchase price of all acquisitions of entities or assets by the Surviving Parties or any affiliate thereof or acquired by or merged into any Surviving Party or any affiliate thereof after Closing which are allocable to the Business of Surviving Parties or their affiliates within the Service Area.

The following items shall be added to the EBITDA:

(iv) $1.00 for each "new" (as defined below) ton of solid waste which originated in the Service Area and which is deposited in the Okeechobee Landfill owned and operated by Surviving Parties of their affiliates (the "Okeechobee Landfill"). For purposes of this calculation, the base number of tons of sold waste shall be the number of tons of solid waste originating in the Service Area which was deposited in the Okeechobee Landfill during January 1997 multiplied by 12. Then, at the end of each year after Closing for five years, the new tons shall be calculated by determining the total number of tons of solid waste deposited in the Okeechobee Landfill for the preceding 12 months which originated from the Service Area and subtracting the base number of tons as described above. Any solid waste originating within the Service Area which is deposited in the Okeechobee Landfill but which is generated solely through the sales, marketing or other similar efforts of personnel of Surviving Parties or their affiliates unrelated to the Business shall not be included as tons of solid waste originating within the Service Area for the calculation of "new" tons of solid waste, unless the Business is willing to absorb all the expenses of such marketing efforts.

The following items shall be completely excluded from the EBITDA:

The results of any acquisition by Surviving Parties of any part of the Business handled by Browining-Ferris Industries, Inc., WMX Technologies, Inc. or Republic Waste Industries, Inc.

Surviving Parties and Stockholders agree that in the event of an unusual occurrence (e.g. an acquisition [including the acquisition of any business operations of Browining-Ferris Industries, Inc., WMX Technologies, Inc. or Republic Waste Industries, Inc.], divestiture, execution of a major contract) which could or will have a significant impact upon Surviving Parties or Stockholders under this EBITDA formula, then the parties agree to negotiate in good faith the impact of such occurrence upon this EBITDA calculation.

The Service Area includes the Florida Counties of Dade, Broward, Palm Beach, Lee, Hendry, Collier and Monroe.

(2) EBINT/5 YEAR CALCULATION

At the end of five years after Closing, the Surviving Parties shall make the following calculation to determine if the Stockholders may become entitled to additional Parent Shares pursuant to this Section.

The ratio of the earnings of the Business within the Service Area before adjustments for Interest, National Overhead, and Taxes to gross revenues from the Business withing the Service Area (the "EBINT Margin") for the fifth full year following the Closing shall be determined by the Parent in accordance with generally accepted accounting principles.

If the EBINT Margin in such fifth year is 15% or greater, then the gross annual revenue shall be multiplied by .25. If the EBINT Margin in such fifth year is less than 10% then the gross revenue shall be multiplied by 0. If the EBINT Margin in such fifth year is between 15% and 10% then the gross revenue shall be multiplied by a factor as set forth below:

EBINT MARGIN	MULTIPLIER
15% or greater	.25
14% - 14.999%	.225
13% - 13.999%	.2
12% - 12.999%	.175
11% - 11.999%	.15
10% - 10.999%	.125
less than 10%	0

The result of the foregoing calculation shall be called the "Fifth Year Factor."

If the Fifth Year Factor as described above is greater than the cumulative total of the value of the Parent Shares issued to the Shareholders pursuant to section 1.5(b)(1) above (such value to be determined as of the date of the issue of such Parent Shares), then the Stockholders shall be entitled to receive additional Parent Shares equal in value to such greater amount. If the EBINT calculation is less than the cumulative total of the EBITDA calculations then there shall be no reduction in Parent Shares due to the Stockholders.

1.6 Assumption of Debt and Miscellaneous Adjustment.

(a) Assumption of Debt. The parties have agreed that as of the date of Closing, the Company and Clean-Tec together may have debt of no more than $2,979,351.46. Of this debt, a total of $15,227.76 is due to the Stockholders and such Stockholder loan shall be paid in the form of 402 Parent Shares to be issued and delivered to the Stockholders as soon as practicable after Closing.

(b) Miscellaneous Adjustment. Based on a variety of other factors, the parties have agreed that the Stockholders will receive an additional 980 Parent Shares to be issued as soon as possible after Closing.

ARTICLE IV

There shall be no change to the Articles of Incorporation, By-Laws or Board of Directors of the Surviving Corporation.

V22598

ARTICLES OF MERGER
Merger Sheet

MERGING:

METRO DISPOSAL, INC., a Florida corporation, 575815

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation, V22598

File date: March 24, 1997

Corporate Specialist: Joy Moon-French

V22598

CSC THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 304808 81523A

AUTHORIZATION :

COST LIMIT : $ ~~122.50~~ PREPAID

ORDER DATE : March 24, 1997

ORDER TIME : 11:44 AM

ORDER NO. : 304808-010

CUSTOMER NO: 81523A

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-03/25/97--01001--006
****612.50 ****122.50

CUSTOMER: Daniel L. Decubellis, Esq
Mathews Railey Decubellis &
Suite 801, Firstate Tower
255 South Orange Avenue
Orlando, FL 32801

FILED
97 MAR 24 PM 4:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 MAR 24 PM 2:45
DIVISION OF CORPORATION

ARTICLES OF MERGER

METRO DISPOSAL, INC.

INTO

JENNINGS ENVIRONMENTAL
SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS:

4/2

Merger

FILED
97 MAR 24 PM 4:05
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF METRO DISPOSAL, INC.

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC.

Pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act, the undersigned Metro Disposal, Inc., a Florida corporation ("Metro"), and Jennings Environmental Services, Inc., a Florida corporation ("Jennings"), adopt the following Articles of Merger for the purpose of merging the two corporations into one Florida corporation:

ARTICLE I.

The names of the constituent corporations and the States under the laws of which they are respectively organized are:

NAME OF CORPORATION	STATE
Jennings Environmental Services, Inc.	Florida
Metro Disposal, Inc.	Florida

ARTICLE II.

The name of the surviving corporation is Jennings Environmental Services, Inc., a Florida corporation, and it is to be governed by the laws of the State of Florida.

ARTICLE III.

The Plan of Merger was approved by the shareholders of Metro in the manner prescribed by Section 607.1103, Florida Statutes, to be effective at 12:01 A.M., February 28, 1997. The Plan of Merger was approved by the Directors of Jennings in the manner prescribed by Section 607.1103(7), Florida Statutes, to be effective at 12:01 A.M., February 28, 1997, and no vote of the Shareholders of Jennings is required to approve the Plan of Merger.

ARTICLE IV.

The Plan of Merger is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on this 13th day of March, 1997.

Jennings Environmental Services, Inc.

By: _____
Name: John J. Jennings
Title: President

Metro Disposal, Inc.

By: _____
Arthur M. D'Onofrio, President

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PLAN OF MERGER OF METRO DISPOSAL, INC., A FLORIDA CORPORATION, INTO JENNINGS ENVIRONMENTAL SERVICES, INC., A FLORIDA CORPORATION

In accordance with and subject to the Agreement for Merger and Plan of Reorganization between the parties, this Plan of Merger is filed with the Florida Department of State along with the Articles of Merger, by and between, METRO DISPOSAL, INC., a Florida corporation (the "Merging Corporation"), and JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation (the "Surviving Corporation"). The Merging and Surviving Corporations are sometimes referred to in this Plan as the "Constituent Corporations".

ARTICLE I

The Constituent Corporations hereby agree that the Merging Corporation shall be merged with and into the Surviving Corporation and the Merging Corporation and the Surviving Corporation shall be a single corporation. The Surviving Corporation shall be the corporation continuing after the merger and the separate existence of the Merging Corporation shall cease upon the date of filing of the Articles of Merger (the "Effective Date").

ARTICLE II

The terms and conditions of the exchange are as follows:

On the effective date of the merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities and franchises, and all of the property, whether real, personal or mixed, of the Merging Corporation without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for the liabilities and obligations of the Merging Corporation in accordance with the Agreement for Merger and Plan of Reorganization between the parties.

ARTICLE III

The manner and basis of exchange of the shares shall be as follows:

Pursuant to the Agreement between the parties, all of the shares of stock in Merging Corporation shall be converted into and become exchangeable for 36,889 shares of the common stock of USA Waste Services, Inc., a Delaware corporation, (shares of the common stock of USA Waste Services may be referred to herein as the "Parent Shares") which is the sole shareholder of the Surviving Corporation. These shares of USA Waste Services, Inc. shall be distributed to each Stockholder of the Merging Corporation such that each share of the common stock of the Merging Corporation shall be exchangeable and be converted into 737.78 shares of the common stock of USA Waste Services, Inc. The total shares of stock of USA Waste Services, Inc. available to the Stockholders of the Merging Corporation shall be subject to adjustments as provided in the Agreement for Merger and Plan of Reorganization between the parties as follows:

1.5 Adjustments in Parent Shares. The parties acknowledge and agree that the value of the Company is difficult to ascertain. Therefore, the parties have agreed to the conversion of the Company's shares as described above and for adjustments based upon the following:

(a) Revenue Guaranty. Any shortfall in the average monthly revenue guaranty as provided for in the Agreement for Merger and Plan of Reorganization which provides for a reduction in the total amount of Parent Shares ultimately due to Stockholders. This reduction, if any, shall be made first from the Retained Shares; and

(b) Earn Out. Stockholders shall be entitled to additional Parent Shares pursuant to this Section 1.5(b) equal to a maximum of $17,500,000 in value based upon the price per share of such Parent Shares when issued.

These additional Parent Shares are to be issued to the Stockholders based upon and at the times specified in the following formulas. However, under no circumstances shall the total value of Parent Shares issued pursuant to the formulas stated below be in excess of $17,500,000.00.

Therefore, if the total value of the Parent Shares to which Stockholders shall be entitled as calculated pursuant to the formulas set forth below after the end of the five year earn out period is greater than $17,500,000, then the total amount due to Stockholder shall be limited to $17,500,000.

In addition, should any Stockholder leave the employment of the Surviving Parties prior to the end of the five year earn out period described below, then such Stockholder shall not be entitled to receive any additional Parent Shares or other funds except for the money and Parent Shares which he may have received up to that time. Notwithstanding the foregoing, in the event of the death of a Stockholder prior to the end of the five year earn out period then such Stockholder's estate shall be entitled to the amount earned under the EBITDA formula up to the date of death and 10% of the amount the Stockholder would have been entitled for the remainder of that year and if the death occurs before the four year anniversary of the Closing then the Stockholder's estate will also be entitled to 10% of what the Stockholder would have been entitled under the EBITDA formula for the next year. Also, if the Stockholder would have been entitled to any additional Parent Shares pursuant to the EBINT Margin formula at the end of five years, then the Stockholder's estate will be entitled to 10% of such EBINT Margin amount for each full year that the Shareholder was employed by the Surviving Parties. The Surviving Parties shall have not further obligations to such Stockholder pursuant to this Section 1.5 (b) after such Stockholder leaves the employment of Surviving Parties.

(1) EBITDA/ANNUAL ADJUSTMENT On the first anniversary of the Closing and on each such anniversary thereafter for a total of five years, Stockholders shall be entitled to receive additional Parent Shares (with the value calculated based on the closing price of the Parent Shares on the close of business on the trading day immediately preceding each such anniversary) equal in value to the greater of:

a. $250,000 each year, or

b. twice the earning of the Surviving Parties or any affiliate thereof from the Business earned by Surviving Parties or their affiliates within the "Service Area" (as defined below) before adjustments for interest, taxes, depreciation and amortization

("EBITDA") as determined by Parent in accordance with generally accepted accounting principles.

The following items shall be deducted from the EBITDA:

(i) The sum of $1,280,000; and

(ii) 16% of the aggregate capital expenditures after Closing (as determined by Parent in accordance with generally accepted accounting principles) of the Surviving Parties or any affiliate thereof which are allocable to the Business of the Surviving Parties or their affiliates within the Service Area; and

(iii) 16% of the aggregate purchase price of all acquisitions of entities or assets by the Surviving Parties or any affiliate thereof or acquired by or merged into any Surviving Party or any affiliate thereof after Closing which are allocable to the Business of Surviving Parties or their affiliates within the Service Area.

The following items shall be added to the EBITDA:

(iv) $1.00 for each "new" (as defined below) ton of solid waste which originated in the Service Area and which is deposited in the Okeechobee Landfill owned and operated by Surviving Parties of their affiliates (the "Okeechobee Landfill"). For purposes of this calculation, the base number of tons of sold waste shall be the number of tons of solid waste originating in the Service Area which was deposited in the Okeechobee Landfill during January 1997 multiplied by 12. Then, at the end of each year after Closing for five years, the new tons shall be calculated by determining the total number of tons of solid waste deposited in the Okeechobee Landfill for the preceding 12 months which originated from the Service Area and subtracting the base number of tons as described above. Any solid waste originating within the Service Area which is deposited in the Okeechobee Landfill but which is generated solely through the sales, marketing or other similar efforts of personnel of Surviving Parties or their affiliates unrelated to the Business shall not be included as tons of solid waste originating within the Service Area for the calculation of "new" tons of solid waste, unless the Business is willing to absorb all the expenses of such marketing efforts.

The following items shall be completely excluded from the EBITDA:

The results of any acquisition by Surviving Parties of any part of the Business handled by Browining-Ferris Industries, Inc., WMX Technologies, Inc. or Republic Waste Industries, Inc.

Surviving Parties and Stockholders agree that in the event of an unusual occurrence (e.g. an acquisition [including the acquisition of any business operations of Browining-Ferris Industries, Inc., WMX Technologies, Inc. or Republic Waste Industries, Inc.], divestiture, execution of a major contract) which could or will have a significant impact upon Surviving Parties or Stockholders under this EBITDA formula, then the parties agree to negotiate in good faith the impact of such occurrence upon this EBITDA calculation.

The Service Area includes the Florida Counties of Dade, Broward, Palm Beach, Lee, Hendry, Collier and Monroe.

(2) EBINT/5 YEAR CALCULATION

At the end of five years after Closing, the Surviving Parties shall make the following calculation to determine if the Stockholders may become entitled to additional Parent Shares pursuant to this Section.

The ratio of the earnings of the Business within the Service Area before adjustments for Interest, National Overhead, and Taxes to gross revenues from the Business withing the Service Area (the "EBINT Margin") for the fifth full year following the Closing shall be determined by the Parent in accordance with generally accepted accounting principles.

If the EBINT Margin in such fifth year is 15% or greater, then the gross annual revenue shall be multiplied by .25. If the EBINT Margin in such fifth year is less than 10% then the gross revenue shall be multiplied by 0. If the EBINT Margin in such fifth year is between 15% and 10% then the gross revenue shall be multiplied by a factor as set forth below:

EBINT MARGIN	MULTIPLIER
15% or greater	.25
14% - 14.999%	.225
13% - 13.999%	.2
12% - 12.999%	.175
11% - 11.999%	.15
10% - 10.999%	.125
less than 10%	0

The result of the foregoing calculation shall be called the "Fifth Year Factor."

If the Fifth Year Factor as described above is greater than the cumulative total of the value of the Parent Shares issued to the Shareholders pursuant to section 1.5(b)(1) above (such value to be determined as of the date of the issue of such Parent Shares), then the Stockholders shall be entitled to receive additional Parent Shares equal in value to such greater amount. If the EBINT calculation is less than the cumulative total of the EBITDA calculations then there shall be no reduction in Parent Shares due to the Stockholders.

1.6 Assumption of Debt and Miscellaneous Adjustment.

(a) Assumption of Debt. The parties have agreed that as of the date of Closing, the Company and Clean-Tec together may have debt of no more than $2,979,351.46. Of this debt, a total of $970,215.01 is due to the Stockholders and such Stockholder loan shall be paid in the form of 25,613 Parent Shares to be issued and delivered to the Stockholders as soon as practicable after Closing.

(b) Miscellaneous Adjustment. Based on a variety of other factors, the parties have agreed that the Stockholders will receive an additional 980 Parent Shares to be issued as soon as possible after Closing.

ARTICLE IV

There shall be no change to the Articles of Incorporation, By-Laws or Board of Directors of the Surviving Corporation.

V22598

ARTICLES OF MERGER
Merger Sheet

MERGING:

WWH HOLDINGS, INC., a Florida corporation, P95000096034

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation, V22598

File date: March 24, 1997

Corporate Specialist: Joy Moon-French

V22598

THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 304808 81523A

AUTHORIZATION :

COST LIMIT : $ ~~122.50~~ PREPAID

ORDER DATE : March 24, 1997

ORDER TIME : 11:50 AM

ORDER NO. : 304808-025

CUSTOMER NO: 81523A

CUSTOMER: Daniel L. Decubellis, Esq
Mathews Railey Decubellis &
Suite 801, Firstate Tower
255 South Orange Avenue
Orlando, FL 32801

100002122721--9
-03/25/97--01001--006
****612.50 ****122.50

FILED
97 MAR 24 PM 4:07
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

WWH HOLDINGS, INC.

INTO

JENNINGS ENVIRONMENTAL
SERVICES, INC.

CERTIFIED COPY
97 MAR 24 PM 2:45
OFFICER OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX_____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS:

42

Merger
C.C

ARTICLES OF MERGER

FILED
97 MAR 24 PM 4:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF WWH HOLDINGS, INC.

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC.

Pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act, the undersigned WWH Holdings, Inc., a Florida corporation ("WWH"), and Jennings Environmental Services, Inc., a Florida corporation ("Jennings"), adopt the following Articles of Merger for the purpose of merging the two corporations into one Florida corporation:

ARTICLE I.

The names of the constituent corporations and the States under the laws of which they are respectively organized are:

NAME OF CORPORATION	STATE
Jennings Environmental Services, Inc.	Florida
WWH Holdings, Inc.	Florida

ARTICLE II.

The name of the surviving corporation is Jennings Environmental Services, Inc., a Florida corporation, and it is to be governed by the laws of the State of Florida.

ARTICLE III.

The Plan of Merger was approved by the shareholders of WWH in the manner prescribed by Section 607.1103, Florida Statutes, to be effective at 12:01 A.M., February 28, 1997. The Plan of Merger was approved by the Directors of Jennings in the manner prescribed by Section 607.1103(7), Florida Statutes, to be effective at 12:01 A.M., February 28, 1997, and no vote of the Shareholders of Jennings is required to approve the Plan of Merger.

ARTICLE IV.

The Plan of Merger is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on this 13th day of March, 1997.

Jennings Environmental Services, Inc.

By: _____
Name: John J. Jennings
Title: President

WWH Holdings, Inc.

By: _____
William Hernández, President

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PLAN OF MERGER OF WWH HOLDINGS, INC., A FLORIDA CORPORATION, INTO JENNINGS ENVIRONMENTAL SERVICES, INC., A FLORIDA CORPORATION

In accordance with and subject to the Agreement for Merger and Plan of Reorganization between the parties, this Plan of Merger is filed with the Florida Department of State along with the Articles of Merger, by and between, WWH HOLDINGS, INC., a Florida corporation (the "Merging Corporation"), and JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation (the "Surviving Corporation"). The Merging and Surviving Corporations are sometimes referred to in this Plan as the "Constituent Corporations".

ARTICLE I

The Constituent Corporations hereby agree that the Merging Corporation shall be merged with and into the Surviving Corporation and the Merging Corporation and the Surviving Corporation shall be a single corporation. The Surviving Corporation shall be the corporation continuing after the merger and the separate existence of the Merging Corporation shall cease upon the date of filing of the Articles of Merger (the "Effective Date").

ARTICLE II

The terms and conditions of the exchange are as follows:

On the effective date of the merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities and franchises, and all of the property, whether real, personal or mixed, of the Merging Corporation without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for the liabilities and obligations of the Merging Corporation in accordance with the Agreement for Merger and Plan of Reorganization between the parties.

ARTICLE III

The manner and basis of exchange of the shares shall be as follows:

Pursuant to the Agreement between the parties, all of the shares of stock in Merging Corporation shall be converted into and become exchangeable for 6,268 shares of the common stock of USA Waste Services, Inc., a Delaware corporation, which is the sole shareholder of the Surviving Corporation. These shares of USA Waste Services, Inc. shall be distributed to each Stockholder of the Merging Corporation such that each share of the common stock of the Merging Corporation shall be exchangeable and be converted into .6268 shares of the common stock of USA Waste Services, Inc. In addition, based on a variety of factors, the parties have agreed that the Stockholders of the Merging Corporation will receive an additional 129 shares of the common stock of USA Waste Services, Inc. The total shares of stock of USA Waste Services, Inc. available to the Stockholders of the Merging Corporation shall be subject to adjustments for any shortfall in the average monthly revenue guaranty as provided in the Agreement for Merger and Plan of Reorganization between the parties.

ARTICLE IV

There shall be no change to the Articles of Incorporation, By-Laws or Board of Directors of the Surviving Corporation.

V22598

ARTICLES OF MERGER
Merger Sheet

MERGING:

CILLO BROS., INC., a Florida corporation, 443612

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation, V22598

File date: March 24, 1997

Corporate Specialist: Joy Moon-French

V22598

THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 304808 81523A

AUTHORIZATION :

COST LIMIT : $ ~~122.50~~ PREPAID

FILED
97 MAR 24 PM 4:09
TALLAHASSEE, FLORIDA

ORDER DATE : March 24, 1997

ORDER TIME : 11:45 AM

ORDER NO. : 304808-015

CUSTOMER NO: 81523A

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-03/25/97--01001--006
****612.50 ****122.50

CUSTOMER: Daniel L. Decubellis, Esq
Mathews Railey Decubellis &
Suite 801, Firstate Tower
255 South Orange Avenue
Orlando, FL 32801

ARTICLES OF MERGER

CILLO BROS., INC.

INTO

JENNINGS ENVIRONMENTAL
SERVICES, INC.

97 MAR 24 PM 2:45
DIVISION OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY

4/2

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS: Jon merger c.c

FILED
97 MAR 24 PM 4:09
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF CILLO BROS., INC.

INTO

JENNINGS ENVIRONMENTAL SERVICES, INC.

Pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act, the undersigned Cillo Bros., Inc., a Florida corporation ("Cillo"), and Jennings Environmental Services, Inc., a Florida corporation ("Jennings"), adopt the following Articles of Merger for the purpose of merging the two corporations into one Florida corporation:

ARTICLE I.

The names of the constituent corporations and the States under the laws of which they are respectively organized are:

NAME OF CORPORATION	STATE
Jennings Environmental Services, Inc.	Florida
Cillo Bros., Inc.	Florida

ARTICLE II.

The name of the surviving corporation is Jennings Environmental Services, Inc., a Florida corporation, and it is to be governed by the laws of the State of Florida.

ARTICLE III.

The Plan of Merger was approved by the shareholders of Cillo in the manner prescribed by Section 607.1103, Florida Statutes, to be effective at 12:01 A.M., February 28, 1997. The Plan of Merger was approved by the Directors of Jennings in the manner prescribed by Section 607.1103(7), Florida Statutes, to be effective at 12:01 A.M., February 28, 1997, and no vote of the Shareholders of Jennings is required to approve the Plan of Merger.

ARTICLE IV.

The Plan of Merger is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on this 13th day of March, 1997.

Jennings Environmental Services, Inc.

By: _____
Name: John J. Jennings
Title: President

Cillo Bros., Inc.

By: _____
Gabriel Cillo, President

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PLAN OF MERGER OF CILLO BROS., INC., A FLORIDA CORPORATION, INTO JENNINGS ENVIRONMENTAL SERVICES, INC., A FLORIDA CORPORATION

In accordance with and subject to the Agreement for Merger and Plan of Reorganization between the parties, this Plan of Merger is filed with the Florida Department of State along with the Articles of Merger, by and between, CILLO BROS., INC., a Florida corporation (the "Merging Corporation"), and JENNINGS ENVIRONMENTAL SERVICES, INC., a Florida corporation (the "Surviving Corporation"). The Merging and Surviving Corporations are sometimes referred to in this Plan as the "Constituent Corporations".

ARTICLE I

The Constituent Corporations hereby agree that the Merging Corporation shall be merged with and into the Surviving Corporation and the Merging Corporation and the Surviving Corporation shall be a single corporation. The Surviving Corporation shall be the corporation continuing after the merger and the separate existence of the Merging Corporation shall cease upon the date of filing of the Articles of Merger (the "Effective Date").

ARTICLE II

The terms and conditions of the exchange are as follows:

On the effective date of the merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities and franchises, and all of the property, whether real, personal or mixed, of the Merging Corporation without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for the liabilities and obligations of the Merging Corporation in accordance with the Agreement for Merger and Plan of Reorganization between the parties.

ARTICLE III

The manner and basis of exchange of the shares shall be as follows:

Pursuant to the Agreement between the parties, all of the shares of stock in Merging Corporation shall be converted into and become exchangeable for 37,549 shares of the common stock of USA Waste Services, Inc., a Delaware corporation, which is the sole shareholder of the Surviving Corporation. These shares of USA Waste Services, Inc. shall be distributed to each Stockholder of the Merging Corporation such that each share of the common stock of the Merging Corporation shall be exchangeable and be converted into 9,387.25 shares of the common stock of USA Waste Services, Inc. The total shares of stock of USA Waste Services, Inc. available to the Stockholders of the Merging Corporation shall be subject to adjustments for any shortfall in the average monthly revenue guaranty as provided in the Agreement for Merger and Plan of Reorganization between the parties as follows:

1.6 Assumption of Debt and Miscellaneous Adjustment.

(a) Assumption of Debt. The parties have agreed that as of the date of Closing, the Company and Clean-Tec together may have debt of no more than $2,979,351.46. Of this debt, the Stockholders are due $1,036,777.01 and all such sums shall be paid in full by the issuance of 27,370 Parent Shares to be issued and delivered as soon as practicable after Closing.

(b) Miscellaneous Adjustment. Based on a variety of other factors, the parties have agreed that the Stockholders will receive an additional 980 Parent Shares to be issued as soon as possible after Closing.

ARTICLE IV

There shall be no change to the Articles of Incorporation, By-Laws or Board of Directors of the Surviving Corporation.