

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

 POST-EFFECTIVE AMENDMENT NO. 1
 ON FORM S-8 TO FORM S-4

REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933*

USA WASTE SERVICES, INC.
 (Exact name of registrant as specified in its charter)

DELAWARE
 (State or other jurisdiction of
 incorporation or organization)

73-1309529
 (I.R.S. Employer
 Identification No.)

5400 LBJ FREEWAY
 SUITE 300-TOWER ONE
 DALLAS, TEXAS
 (Address of Principal Executive Offices)

75240
 (Zip Code)

WESTERN WASTE INDUSTRIES AMENDED AND RESTATED 1983 STOCK OPTION
 PLAN; WESTERN WASTE INDUSTRIES 1983 NON-QUALIFIED STOCK OPTION
 PLAN; AND WESTERN WASTE INDUSTRIES 1992 OPTION PLAN

(Full title of the plans)

GREGORY T. SANGALIS
 5400 LBJ FREEWAY
 SUITE 300-TOWER ONE
 DALLAS, TEXAS
 (Name and address of agent for service)

(972) 383-7900
 (Telephone number, including area code,
 of agent for service)

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Shares of Common Stock, \$.01 par value per share	4,551,668 (1)	(2)	(2)	(2)

(1) Consisting of, on an as converted basis, 4,551,668 shares of Common Stock

(as defined in part II) of the Registrant reserved for issuance under the Western Waste Industries Amended and Restated 1983 Stock Option Plan, the Western Waste Industries 1983 Non-Qualified Stock Option Plan, and the Western Waste Industries 1992 Option Plan. At the effective time of the Merger (as defined in part II), the Western Plans (as defined in part II) were assumed by the Registrant and each share of common stock of Western Waste Industries issuable under the Western Plans was converted into such number of shares of common stock of the Registrant as specified in the Merger Agreement (as defined in part II).

(2) Not applicable. All filing fees payable in connection with the issuance of these securities were paid in connection with the filing of the Registrant's Form S-4 registration statement No. 333-02181 filed April 2, 1996.

* Filed as a Post-effective Amendment on Form S-8 to such Form S-4 registration statement pursuant to the procedure described herein in the section captioned "Introductory Statement".

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

INTRODUCTORY STATEMENT

USA Waste Services, Inc. (the "Company" or the "Registrant") hereby amends its registration statement on Form S-4 (No. 333-02181) (the "Form S-4") by filing this Post-effective Amendment No. 1 thereto on Form S-8 ("Post-effective Amendment No. 1") relating to up to 4,551,668 shares of common stock, par value \$.01 per share, of the Company (the "Common Stock") issuable under the Western Waste Industries Amended and Restated 1983 Stock Option Plan, the Western Waste Industries 1983 Non-Qualified Stock Option Plan, and the Western Waste Industries 1992 Option Plan. All such shares of Common Stock were previously included in the Form S-4.

Pursuant to the Agreement and Plan of Reorganization, dated as of December 18, 1995, as amended (the "Merger Agreement"), by and among the Company, Riviera Acquisition Corporation ("Acquisition"), a wholly owned subsidiary of the Company, and Western Waste Industries ("Western"), on May 7, 1996 Acquisition merged with and into Western, whereupon Western became a wholly owned subsidiary of the Company (the "Merger"). Western's common stock, no par value ("Western Common Stock"), is no longer transferable, and certificates evidencing shares of Western Common Stock represent only the right to receive, without interest, shares of Common Stock in accordance with the provisions of the Merger Agreement. Pursuant to the Merger Agreement, each unexpired and unexercised outstanding option to purchase Western Common Stock (each a "Western Option") was automatically converted into an option to purchase that number of shares of Common Stock equal to the number of shares of Western Common Stock that could have been purchased under the Western Option multiplied by 1.50 (the "Exchange Ratio"), at a price per share of Common Stock equal to the option exercise price determined pursuant to the Western Option divided by the Exchange Ratio.

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE.

The Company incorporates herein by reference the following documents, or portions of documents, as of their respective dates as filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"):

1. The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995;
2. The Company's Quarterly Report on Form 10-Q for the quarters ended March 31, 1996 and June 30, 1996;
3. Post-effective Amendment No. 1 on Form S-8 to the Company's registration statement on Form S-4 (File No. 333-08161), filed on September 5, 1996;
4. The Company's Current Report on Form 8-K filed with the Commission on January 9, 1996: its Current Report on Form 8-K filed May 22, 1996, as amended by its Form 8-K/A (Amendment No. 1) filed on May 29, 1996, its Form 8-K/A (Amendment No. 2) filed on June 28, 1996 and its Form 8-K/A (Amendment No. 3) filed on July 1, 1996: its Form 8-K filed September 18, 1996: and its current report on Form 8-K filed September 25, 1996.
5. The description of the Company's common stock, par value \$.01 per share (the "Common Stock"), contained in the registration statement on Form 8-A, dated July 1, 1993, as amended by Form 8-B dated July 13, 1995.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this registration statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all such securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

The information required by Item 4 is not applicable to this registration statement.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

The information required by Item 5 is not applicable to this registration statement.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law ("DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at its request in such capacity in another corporation or business association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. With respect to actions by or in the right of the corporation, a person may not be indemnified if he has been adjudged to be liable to the corporation, except where, besides meeting the requirements described in the preceding sentence, the court in which such action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith. A corporation shall have the power to purchase insurance on behalf of the persons referred to above against any liability asserted against them and incurred by them in such capacities referred to whether or not the corporation would have the power to indemnify them against such liability.

Section 102(b)(7) of the DGCL provides that the certificate of incorporation of a corporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director for (i) any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law, (iii) unlawful dividend payment or stock purchase or redemption under Section 174 of the DGCL, (iv) any transaction from which the director derived an improper personal benefit, or (v) any act or omission occurring prior to the date when such provision becomes effective.

The Registrant's Certificate of Incorporation provides that (i) the Registrant shall indemnify, and advance litigation expenses to, its officers, directors, employees and agents to the fullest extent permitted by the DGCL and all other laws of the State of Delaware, (ii) to the fullest extent that the DGCL permits the limitation or elimination of the liability of directors, no director of the Registrant shall be personally liable to the Registrant or its shareholders for monetary damages for breach of fiduciary duty as a director, (iii) no amendment to or repeal of the provision of the Certificate of Incorporation described in clause (ii) shall apply to or have any effect on the liability or alleged liability of any director of the Registrant for or with respect to any acts or omission of such director occurring prior to the time of such amendment or repeal and (iv) any amendment to the DGCL which further limits or eliminates the liability of directors shall be fully applicable to the Registrant's directors.

The Registrant has indemnification agreements with its directors.

ITEM 8. EXHIBITS.

Exhibit Number -----	Description -----
4.1	Restated Certificate of Incorporation - incorporated by reference to Exhibit 3.1(b) of the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 1996
4.2	Certificate of Amendment to the Restated Certificate of Incorporation - incorporated by reference to Exhibit 4.2 of the Registrant's Post-effective Amendment No.1 on Form S-8 to the registration statement on Form S-4 (File No. 333-08161), filed September 5, 1996
4.3	Bylaws -- incorporated by reference to Exhibit 3.2 of the Registrant's registration statement on Form S-4, File No. 33-60103
5.1*	Opinion of Andrews & Kurth L.L.P., as to the legality of the securities being registered
23.1	Consent of Andrews & Kurth L.L.P. (included in the opinion filed as Exhibit 5.1 to this registration statement)
23.2*	Consent of Coopers & Lybrand L.L.P.
23.3*	Consent of Deloitte & Touche LLP
23.4*	Consent of Ernst & Young LLP
23.5*	Consent of Arthur Andersen LLP
24.1	Power of Attorney (set forth on the signature page contained in Part II of this registration statement)
99.1*	Western Waste Industries Amended and Restated 1983 Stock Option Plan
99.2*	Western Waste Industries 1983 Non-Qualified Stock Option Plan
99.3*	Western Waste Industries 1992 Option Plan

* Filed with this registration statement.

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

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

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

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

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

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on this 21st day of October, 1996.

USA Waste Services, Inc.

By /s/ John E. Drury

John E. Drury
Chief Executive Officer

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KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned officers and directors of USA Waste Services, Inc. (the "Company") hereby constitutes and appoints John E. Drury, Earl E. DeFrates and Gregory T. Sangalis, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, with full power of substitution, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file this registration statement under the Securities Act of 1933, as amended, and any or all amendments (including, without limitation, post-effective amendments), with all exhibits and any and all documents required to be filed with respect thereto, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorneys-in-fact and agents, and each of them acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same, as fully to all intents and purposes as he himself might or could do if personally present, hereby ratifying and confirming all that such attorneys-in-fact and agents, or any of them, or their substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities on October 21, 1996.

Signature	Title
-----	-----
/s/ John E. Drury ----- John E. Drury	Chairman of the Board and Chief Executive Officer (Principal executive officer)
/s/ Earl E. DeFrates ----- Earl E. DeFrates	Executive Vice President and Chief Financial Officer (Principal financial officer)
/s/ Bruce E. Snyder ----- Bruce E. Snyder	Vice President and Controller (Principal accounting officer)
/s/ Donald F. Moorehead, Jr. ----- Donald F. Moorehead, Jr.	Vice Chairman
/s/ David Sutherland-Yoest ----- David Sutherland-Yoest	Director
----- Larry J. Martin	Director
----- Rodney R. Proto	President and Director
/s/ Richard J. Heckmann ----- Richard J. Heckmann	Director
/s/ William E. Moffett ----- William E. Moffett	Director
/s/ John G. Rangos, Sr. ----- John G. Rangos, Sr.	Director
/s/ Alexander W. Rangos ----- Alexander W. Rangos	Vice Chairman and Director
----- Kosti Shirvanian	Director
/s/ Savey Tufenkian ----- Savey Tufenkian	Director
----- Ralph F. Cox	Director

INDEX TO EXHIBITS

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* Filed with this registration statement.

October 21, 1996

Board of Directors
USA Waste Services, Inc.
5400 LBJ Freeway
Suite 300 - Tower One
Dallas, Texas 75240

Ladies and Gentlemen:

We have acted as counsel to USA Waste Services, Inc., a Delaware corporation (the "Company") in connection with the Company's Post-effective Amendment No. 1 on Form S-8 to the registration statement on Form S-4 (Registration No. 333-02181) (the "Registration Statement") relating to the registration under the Securities Act of 1933, as amended, of the issuance of 4,551,668 shares of common stock, par value \$.01 per share (the "Common Stock"), of the Company (the "Shares") issuable upon the exercise of options (the "Options") granted pursuant to the Western Waste Industries Amended and Restated 1983 Stock Option Plan, the Western Waste Industries 1983 Non-Qualified Stock Option Plan and the Western Waste Industries 1992 Option Plan, (together, the "Plans").

As the basis for the opinions hereinafter expressed, we have examined such corporate records and documents, certificates of corporate and public officials and such other instruments as we have deemed necessary for the purposes of the opinions contained herein. As to all matters of fact material to such opinions, we have relied upon the representations of officers of the Company. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with the original documents of all documents submitted to us as copies.

Based upon the foregoing and having due regard for such legal considerations as we deem relevant, we are of the opinion that the Shares to be issued upon proper exercise of the Options have been duly authorized, and that the Shares, when issued upon proper exercise of the Options, will be validly issued, fully paid and nonassessable.

We hereby consent to the inclusion of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Andrews & Kurth L.L.P.

1208/2325/2653

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in this Post-effective Amendment No. 1 on Form S-8 to the Registration Statement of USA Waste Services, Inc. on Form S-4, filed on April 2, 1996, of our report dated March 1, 1996, on our audits of the consolidated financial statements of USA Waste Services, Inc. and subsidiaries as of December 31, 1995 and 1994, and for each of the three years in the period ended December 31, 1995, which is included in USA Waste Services, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 1995, and our report dated May 23, 1996, on our audits of the supplemental consolidated balance sheets of USA Waste Services, Inc. and subsidiaries as of December 31, 1995 and 1994, and the related supplemental consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 1995, which is included in USA Waste Services, Inc.'s Current Report on Form 8-K/A filed on July 1, 1996 with the Securities and Exchange Commission.

COOPERS & LYBRAND L.L.P.

Dallas, Texas
October 18, 1996

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Post-effective Amendment No. 1 on Form S-8 to the registration statement on Form S-4 (Registration No. 333-02181) of USA Waste Services, Inc. of our report dated March 30, 1995 (relating to the consolidated financial statements of Chambers Development Company, Inc. and subsidiaries not presented separately herein) appearing in USA Waste Services, Inc.'s Current Report on Form 8-K/A, Amendment No. 3, dated May 7, 1996.

DELOITTE & TOUCHE LLP

Pittsburgh, Pennsylvania
October 18, 1996

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Post-Effective Amendment No. 1) on Form S-8 to Form S-4, No. 333-02181 and related prospectus of USA Waste Services, Inc. of our reports (a) dated August 25, 1995 (except Note 8, as to which the date is September 12, 1995) with respect to the consolidated financial statements of Western Waste Industries at June 30, 1995 and 1994, and for each of the three years in the period ended June 30, 1995 included in USA Waste Services, Inc.'s Current Report on Form 8-K dated January 9, 1996, and (b) dated August 25, 1995 (except Note 8, as to which the date is September 12, 1995) with respect to the consolidated financial statements of Western Waste Industries at June 30, 1995 and 1994, and for each of the two years in the period ended June 30, 1995 (which consolidated financial statements are not presented separately therein) included in USA Waste Services, Inc.'s Current Report on Form 8-K/A (Amendment No. 3), dated July 1, 1996, both filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

ERNST & YOUNG LLP

Long Beach, California
October 10, 1996

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Post-effective Amendment No. 1 on Form S-8 to the registration statement on Form S-4 (Registration No. 333-02181) of USA Waste Services, Inc. of (a) our report dated February 23, 1996 (except with respect to the matters discussed in Note 15, as to which the dates are March 4, 1996 and March 18, 1996 as indicated) with respect to the consolidated balance sheets of Sanifill, Inc. and subsidiaries as of December 31, 1995 and 1994, and the related consolidated statements of operations, stockholders' investment and cash flows for each of the three years in the period ended December 31, 1995 which is included in Sanifill, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1995; (b) our reports dated (i) August 1, 1995 with respect to the combined balance sheets of Metropolitan Disposal and Recycling Corporation, Energy Reclamation, Inc., and EE Equipment, Inc. as of December 31, 1994 and 1993, and the related combined statements of operations, stockholders' equity and cash flows for each of the three years in the period ended December 31, 1994, (ii) January 9, 1996 with respect to the balance sheet of Falcon Disposal Services, Inc. as of December 31, 1994 and the related statements of operations, stockholders' equity and cash flows for the year then ended, (iii) February 2, 1996 with respect to the combined balance sheet of Garnet of Virginia, Inc., and Garnet of Maryland, Inc. as of December 31, 1995 and the related combined statements of operations, stockholders' deficit and cash flows for the year then ended, (iv) January 13, 1996 with respect to the combined balance sheet of the Combined Companies, as defined, as of December 31, 1994 and the related combined statement of operations, stockholders' equity and partners' capital and cash flows for the year then ended which are included in Sanifill, Inc.'s Current Report on Form 8-K dated February 5, 1996; (c) our report dated February 8, 1996 with respect to the consolidated balance sheets of Sanifill, Inc. and subsidiaries as of December 31, 1994 and 1993, and the related consolidated statements of operations, stockholders' investment and cash flows for each of the three years in the period ended December 31, 1994 which is included in Sanifill, Inc.'s Current Report on Form 8-K dated February 11, 1996; and (d) our report dated November 17, 1995 (except with respect to the matters discussed in Note 11, as to which the date is March 18, 1996) with respect to the combined balance sheets of PST Reclamation, Inc., and Taylor Land Resources, Inc. as of December 31, 1994 and 1993, and the related combined statements of operations and retained earnings and cash flows for the years then ended which is included in Sanifill, Inc.'s Current Report on Form 8-K dated March 20, 1996.

ARTHUR ANDERSEN LLP

Houston, Texas
October 18, 1996

WESTERN WASTE INDUSTRIES

1983 AMENDED AND RESTATED STOCK OPTION PLAN

1. Purpose.

The purpose of this Plan is to provide a means of attracting and retaining key employees to Western Waste Industries (the "Company") and to provide to participating employees incentives for high levels of performance and for unusual efforts to increase the earnings of the Company. Effective September 1, 1990 the Western Waste Industries 1983 Incentive Stock Option Plan is herein amended and restated to permit the grant of both Incentive Stock Options and Non-Qualified Stock Options (hereinafter referred to in the aggregate as "Options") or a combination of each to purchase shares of the Company's Common Stock ("Shares") and is redesignated as the Western Waste Industries Amended and Restated 1983 Stock Option Plan ("Plan"). As used in the Plan, the term "Incentive Stock Option" means an option described in Section 422A of the Internal Revenue Code of 1986, as amended. The term "Non-Qualified Stock Option" means a stock option other than an Incentive Stock Option.

2. Shares Available Under the Plan.

The total number of Shares which may be issued and sold pursuant to Options granted under the Plan shall not exceed 2,000,000(1) Shares, subject to adjustments as provided in Section 5 hereof. If any option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Shares subject thereto shall again be available for the purposes of this Plan.

3. Eligible Participants.

The Board of Directors may, from time to time upon such terms and conditions as it may determine, authorize the grant of Options to buy Shares to key employees of the Company, or any of its subsidiaries, and it may fix the number of Shares to be covered by each such Option. To the extent that Incentive Stock Options are granted under this Plan to any employee such that the aggregate fair market value (determined as of the date the Option is granted, hereinafter referred to as the "Date of Grant") of the Shares with respect to which Incentive Stock Options are exercisable for the first time by such individual during any calendar year would exceed an amount equal to \$100,000.00, such options shall be treated as Non-Qualified Stock Options to the extent of any such excess. Successive options may be granted to the same person whether or not the option or options first granted to such person remain unexercised.

4. Terms and Conditions of Options.

Each Option granted under the Plan shall be evidenced by an agreement executed by the Company and the optionee and shall contain such terms and provisions consistent with the Plan as the Board of Directors may approve, subject to the following:

(a) Option Price. Subject to subsection (c) hereof, the purchase price of the Shares covered by each Option shall be determined by the Board of Directors, but shall be no less than the fair market value of the Shares at the time such option is granted. The purchase price of any Shares purchased shall be paid in full in cash or by check at the time of each purchase and shall be delivered to the Company together with a written notice stating the number of Shares with respect to which such Option is being exercised.

(1) Amended to reflect the effect of the two for one stock split which occurred on July 18, 1990.

(b) Option Period. Subject to subsection (c) hereof, each Option and all rights or obligations thereunder shall expire on such date as the Board of Directors shall determine, provided, however, that no Option shall be exercisable later than the tenth anniversary of the date on which the Option is granted, and each Option shall be subject to the earlier termination as hereinafter provided.

(c) Special Rules Applicable to Ten Percent Shareholders. Notwithstanding the foregoing provisions of subsections (b) and (c), in the case of an optionee who owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company, or any of its subsidiaries, the exercise price for Shares under an Incentive Stock Option granted to such optionee shall not be less than 110% of the fair market value of such Shares on the Date of Grant, as determined by the Board of Directors, nor shall any such Incentive Stock Option be exercisable after the expiration of five (5) years from the Date of Grant.

(d) Exercise of Options. Each Option shall become exercisable in such installments, which need not be equal, as the Board of Directors shall determine; provided, however, that each option shall remain exercisable until its expiration or sooner termination as herein provided. No option or installment thereof shall be exercisable except in respect of whole Shares, and fractional interests shall be accumulated and may be exercised with respect to whole Shares.

(e) Continuation of Employment. No option granted hereunder shall be, or by its terms become, exercisable unless the optionee shall have been in the continuous employ of the Company, or of any of its subsidiaries, for a period of at least one year commencing on the Date of Grant. Nothing contained in the Plan (or in any Option granted pursuant to the Plan) shall confer upon any employee any right to continue in the employ of the Company or of any of its subsidiaries or constitute any contract or agreement of employment or interfere in any way with the right of the Company, or any of its subsidiaries, to reduce such person's compensation from the rate in existence at the time of the granting of an Option or to terminate such person's employment; but nothing contained herein or in any Option agreement shall affect any contractual rights of an employee.

(f) Nontransferability of Options. No option granted under this Plan shall be transferable or assignable by the optionee other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by the Internal Revenue Code of 1986, as amended, or Title I of ERISA, or the rules thereunder, or shall be exercisable during the lifetime of the optionee other than by the optionee. Any attempted transfer or assignment by the optionee of any Option under this Plan shall be void and without effect and shall result in the immediate cancellation of that portion of the Option remaining unexercised immediately prior to such attempted transfer or assignment and thereupon the Option agreement entered into by and between the optionee and the Company shall have no further force or effect.

(g) Termination of Employment. All unexercised Options of any optionee discharged by the Company, or any of its subsidiaries, for cause shall expire concurrently with such discharge for cause. All unexercised options held by any optionee who ceases to be employed by the Company, or any of its subsidiaries, for any reason other than discharge for cause or death shall, subject to the earlier termination pursuant to Section 4(b) or (c), as applicable, expire three months (or after such shorter period as may be provided in the Option) after termination of such optionee's employment, and during such period after such optionee ceases to be an employee, such Option shall be exercisable only as to those Shares with respect to which installments, if any, had accrued as of the date of such cessation of employment.

(h) Death of Optionee. Subject to earlier termination pursuant to Section 4(b) or (c), as applicable, Options held by any optionee shall expire one year (or after such shorter period as may be provided in the Option) after the date of the death of such optionee who dies while employed by the Company, or any of its subsidiaries, or within three months after ceasing to be employed by the Company, or any of its subsidiaries, for any reason other than discharge for cause, and during such period after such death such Option may, to the extent that installments, if any, had accrued as of the date of the termination of such optionee's employment, be exercised by the

person or persons to whom the optionee's rights under the Option shall pass by will or by the applicable laws of descent and distribution.

(i) Privileges of Stock Ownership;

Nondistributive Intent. No optionee shall be entitled to the privilege of ownership as to any Shares not actually issued and delivered to such optionee. Upon the exercise of an Option at a time when there is not in effect under the Securities Act of 1933, as amended, a registration statement relating to the Shares issuable upon exercise thereof and available for delivery a prospectus meeting the requirements of Section 10(a)(3) of said Act, the optionee shall represent and warrant in writing to the Company that the Shares purchased are not being acquired with a view to the distribution thereof. No Shares shall be issued upon the exercise of any Option unless and until there is full compliance with any then applicable requirements of the Securities and Exchange Commission, the California Corporations Commissioner, any other regulatory agencies having jurisdiction and any exchanges upon which stock of the Company may be listed.

5. Adjustments.

(a) The Board of Directors shall make or provide for such adjustments in the Option price and in the number and kind of Shares covered by outstanding Options as it, in its sole discretion, exercised in good faith, may determine to be equitably required to prevent dilution or enlargement of the rights of optionees which would otherwise result from (i) any stock dividend, stock split, combination of shares, issuances of rights or warrants to purchase stock, recapitalization or other change in the capital structure of the Company, (ii) (subject to Sections 5(b) and 5(d), any merger, consolidation, separation, reorganization, partial or complete liquidation, or (iii) any other corporate transaction or event having an effect similar to any of the foregoing. No such adjustment shall result in any change in the total price applicable to the unexercised portion of the Option. The Board of Directors shall also make or provide for such adjustments in the number of kind of Shares or other securities which may be sold under this Plan, and in the maximum number of Shares that any person may purchase under Options as the Board of Directors, in its sole discretion exercised in good faith, may determine appropriate to reflect any such transaction. No fractional Shares shall be issued under the Plan on account of any such adjustment.

(b) Upon the dissolution or liquidation of the Company, this Plan shall terminate, and any Option theretofore granted hereunder shall terminate.

(c) The Board of Directors may, with the concurrence of the affected optionee, cancel any option granted under this Plan and in lieu thereof may authorize the granting of new Options (which may or may not cover the same number of shares which had been the subject of any prior Option) in such manner, at such Option price and subject to the same terms, conditions and discretions as, under this Plan, would have been applicable had the canceled Options not been granted.

(d) In the event that the Company is acquired by, sold to or merges with another entity in a transaction in which the Company is not the surviving entity or repurchases its securities in connection with a transaction which results in the Company's becoming a private company, all Options shall immediately become vested in all optionees and may be immediately exercised. The exercise of such Options may be made without regard to the sequence of their issuance. The Company shall, as a condition of any of the above transactions, require that any acquiror of or successor to the Company assume the obligations to permit vesting and exercise of Options granted under the Plan.

6. Administration.

(a) This Plan shall be administered by a committee (the "Committee") composed of not less than two directors appointed by and serving at the pleasure of the Board of Directors. All references in this Plan to the Board of Directors shall mean the Committee. Directors serving on the Committee may not while serving on the Committee or for one year prior to service on the Committee, actually be or have been granted any option or other right to purchase equity securities pursuant to this Plan or any other plan of the Company, except as permitted under Rule 16b-3 promulgated under Section 16 of the Securities Exchange Act of 1934, as amended.

(b) The interpretation and construction by the Board of Directors of any provisions of the Plan or any agreement, notification or document evidencing the grant of any rights hereunder and any determination by the Board of Directors pursuant to any provision of the Plan or of any such agreement, notification or document shall be final and conclusive. No member of the Board of Directors shall be liable for any such action or determination made in good faith.

7. Effective Date of the Plan. The effective date of the Plan is March 17, 1983.

8. Amendment and Termination.

(a) This Plan may be amended, suspended or terminated from time to time by the Board of Directors but, without further approval of the Shareholders of the Company, no amendment of the Plan shall increase the maximum number of Shares issuable pursuant to Section 2 of the Plan (subject to adjustment pursuant to Section 5) or change the class of persons eligible to participate in the Plan described in Section 3 or cause Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended, to become inapplicable to this Plan. With the consent of an optionee, the Board of Directors may make such modifications of the terms and conditions of such optionee's Option as it shall deem advisable. No option may be granted during any suspension of the Plan or after such termination. The amendment, suspension, or termination of the Plan shall not, without the consent of the optionee, alter or impair, any rights or obligations under any Option theretofore granted under the Plan.

(b) Unless previously terminated by the Board of Directors, this Plan shall terminate at the close of business on March 16, 1993, and no Options shall be granted under it thereafter but such termination shall not affect any Option theretofore granted.

WESTERN WASTE INDUSTRIES

1983 NON-QUALIFIED STOCK OPTION PLAN

1. Purpose.

The purpose of the 1983 Non-Qualified Stock Option Plan (the "Plan") is to encourage and enable selected directors, officers and other key employees upon whose judgment, initiative and effort the Company is largely dependent for the successful conduct of its business, to acquire and retain a proprietary interest in the Company by ownership of its stock. Options granted under the Plan are intended to be options which do not meet the requirements of Section 422 of the Internal Revenue Code of 1954, as amended.

2. Shares Available Under The Plan.

The total number of shares of Common Stock of the Company (the "Shares") which may be issued and sold pursuant to options granted under the Plan shall not exceed 2,000,000(2) Shares, subject to adjustment under the provisions of section 5 hereof. If any option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Shares subject to such option shall again be available for the purpose of this Plan.

3. Eligible Participants.

The Board of Directors may, from time to time and upon such conditions as it may determine, authorize the grant of options to purchase Shares under the Plan to any person who is (or who agrees to become a director, officer or employee including officers and employees who are also directors) of the Company, or any of its subsidiaries, and may fix the number of Shares to be covered by each such option. Successive options may be granted to the same person whether or not the option or options first granted to such person remain exercised.

4. Terms and Conditions of Options.

Each option granted under the Plan shall be evidenced by an agreement executed by the Company and the applicable director, officer or employee and shall contain such terms and conditions as the Board of Directors may approve, subject to the following:

(a) Option Price. The purchase price of the Shares covered by each option shall be determined by the Board of Directors, but shall be not less than the fair market value of the Shares at the time such option is granted. The purchase price of any Shares purchased shall be paid in cash or by check at the time of each purchase and shall be delivered to the Company together with a written notice stating the number of Shares with respect to which such option is being exercised.

(b) Option Period. Each option and all rights or obligations thereunder shall expire on such date as the Board of Directors shall determine, provided, however, that no option shall be exercisable later than the fifth anniversary of the date on which the option is granted, and each option shall be subject to earlier termination as hereinafter provided.

(c) Exercise of Options. Each option shall be exercisable from time to time over a period commencing on the date on which such option is granted and ending upon the expiration or termination of such option; provided, however, that the Board of Directors may limit the number of Shares purchasable under any option in any and ending upon the expiration or termination of such option; provided, however, that the Board of Directors may limit the number of Shares purchasable under any option in any

2 Amended to reflect the effect of the two for one stock split which occurred on July 18, 1990.

period or periods of time during which the option is exercisable. No option shall be exercisable except in respect of whole Shares, and fractional interests shall be accumulated and may be exercised with respect to whole Shares.

(d) Continuation of Employment. No option granted hereunder shall be, or by its terms become, exercisable unless the optionee shall have been in the continuous employ or serving as a director (even though not employed) of the Company, or of any of its subsidiaries for a period of at least one year commencing on the date of grant of the option. Nothing contained in the Plan (or in any option granted pursuant to the Plan) shall confer upon any employee any right to continue in the employ of the Company or of any of its subsidiaries or constitute any contract or agreement of employment or interfere in any way with the right of the Company, or any of its subsidiaries, to reduce such person's compensation from the rate in existence at the time of the granting of an option or to terminate such person's employment; but nothing contained herein or in any option agreement shall affect any contractual rights of an employee.

(e) Nontransferability of Option. No option granted under this Plan shall be transferable or assignable by the optionee other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by the Internal Revenue Code of 1986, as amended, or Title I of ERISA, or the rules thereunder, or shall be exercisable during the lifetime of the optionee other than by the optionee. Any attempted transfer or assignment by the optionee of any option under this Plan shall be void and without effect and shall result in the immediate cancellation of that portion of the option remaining unexercised immediately prior to such attempted transfer or assignment and thereupon the Stock Option Agreement entered into by and between the optionee and the Company shall have no further force or effect.

(f) Termination of Employment. All unexercised options held by any optionee who ceases to be employed by the Company, or any of its subsidiaries, or by an optionee who is a director but not an employee of the Company who is removed from the Board of Directors (by failure of re-election, resignation or otherwise), other than by reason of death, shall, subject to earlier termination pursuant to Section 4(b), expire 90 days (or after such shorter period as may be provided in the option) after the date of such termination or removal and during such period after optionee ceases to be an employee or a director, such options shall be exercisable only as to those Shares as to which such options were immediately exercisable at the date of such termination or removal.

(g) Death of Optionee. Subject to earlier termination pursuant to Section 4(b), options held by any optionee shall expire one year (or after such shorter period as may be provided in the option) after the date of the death of such optionee who dies while employed by the Company, or any of its subsidiaries, or while a director of the Company or within ninety days after ceasing to be employed by the Company, or any of its subsidiaries, or ceasing to be a director of the Company, and during such period after such death such option may be exercised by the person or persons to whom the optionee's rights under the option shall pass by will or by the applicable laws of descent and distribution, as to those Shares as to which such options were immediately exercisable at the date of such termination or removal.

(h) Privileges of Stock Ownership: Nondistributive Intent. No optionee shall be entitled to the privilege of ownership as to any Shares not actually issued and delivered to such optionee. Upon the exercise of an option at a time when there is not in effect under the Securities Act of 1933, as amended, a registration statement relating to the Shares issuable upon exercise thereof and available for delivery a prospectus meeting the requirements of Section 10(a)(3) of said Act, the optionee shall represent and warrant in writing to the Company that the Shares purchased are not being acquired with a view to the distribution thereof. No Shares shall be issued upon the exercise of any option unless and until there is full compliance with any then applicable requirements of the Securities and Exchange Commission, the California Corporations Commissioner, any other regulatory agencies having jurisdiction and any exchanges upon which stock of the Company may be listed.

5. Adjustments.

(a) The Board of Directors shall make or provide for such adjustments in the option price and in the number and kinds of Shares covered by outstanding options as it, in its sole discretion, exercised in good faith,

may determine to be equitably required to prevent dilution or enlargement of the rights of optionees which would otherwise result from (i) any stock dividend, stock split, combination of shares, issuances of rights or warrants to purchase stock, recapitalization or other change in the capital structure of the Company, (ii) subject to Section 5(c), any merger, consolidation, separation, reorganization, partial or complete liquidation, or (iii) any other corporate transaction or event having an effect similar to any of the foregoing. No such adjustment shall result in any change in the total price applicable to the unexercised portion of the option. The Board of Directors shall also make or provide for such adjustments in the number or kind of Shares or other securities which may be sold under this Plan, and in the maximum number of Shares that any person may purchase under options as the Board of Directors, in its sole discretion exercised in good faith, may determine appropriate to reflect any such transaction. No fractional Shares shall be issued under the Plan on account of any such adjustment.

(b) In the event of the dissolution or liquidation of the Company, all unexercised options shall terminate upon not less than 30 days' written notice given to each optionee by the Board of Directors and during such period all unexercised options, including options which would not otherwise have been exercisable by reason of an insufficient lapse of time may be exercised in whole or in part.

(c) Upon a reorganization, merger, or consolidation of the Company with one or more corporations as a result of which the Company is not the surviving corporation, or upon a sale of substantially all the property of the Company to another corporation, this Plan shall terminate, and any option theretofore granted hereunder shall terminate, unless provision is made in connection with such transaction for the assumption of options theretofore granted, or the substitution for such options of new options covering the stock of a successor employer corporation, or a parent or subsidiary thereof, with appropriate adjustments as to number and kind of Shares and prices.

(d) The Board of Directors may, with the concurrence of the affected optionee, cancel any option granted under this Plan and in lieu thereof may authorize the granting of new options (which may or may not cover the same number of shares which had been the subject of any prior option) in such manner, at such option price and subject to the same terms, conditions and discretions as, under this Plan, would have been applicable had the canceled options not been granted.

6. Administration

(a) This Plan shall be administered by a committee (the "Committee") composed of not less than two directors appointed by and serving at the pleasure of the Board of Directors. All references in this Plan to the Board of Directors shall mean the Committee. Directors serving on the Committee may not while serving on the Committee or for one year prior to service on the Committee, actually be or have been granted any option or other right to purchase equity securities pursuant to this Plan or any other plan of the Company, except as permitted under Rule 16b-3 promulgated under Section 16 of the Securities Exchange Act of 1934, as amended.

(b) The interpretation and construction by the Board of Directors of any provisions of the Plan or of any agreement, notification or document evidencing the grant of any rights hereunder and any determination by the Board of Directors pursuant to any provision of the Plan or of any such agreement, notification or document shall be final and conclusive. No member of the Board of Directors shall be liable for any such action or determination made in good faith.

7. Effective Date of Plan.

The effective date of the Plan is June 9, 1983.

8. Amendment and Termination.

(a) This Plan may be amended, suspended or terminated from time to time by the Board of Directors but, without further approval of the Shareholders of the Company, no amendment of the Plan shall increase the maximum number of Shares issuable pursuant to Section 2 of the Plan (subject to adjustment pursuant to Section 5),

change the class of persons eligible to participate in the Plan described in Section 3 or cause Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended, to become inapplicable to this Plan and, with the consent of an optionee, make such modifications of the terms and conditions of such optionee's option as it shall deem advisable. No option may be granted during any suspension of the Plan or after such termination. The amendment, suspension, or termination of the Plan shall not, without the consent of the optionee, alter or impair any rights or obligations under any option theretofore granted under the Plan.

(b) Unless previously terminated by the Board of Directors, this Plan shall terminate at the close of business on November 18, 1993, and no options shall be granted under it thereafter but such termination shall not affect any option heretofore granted.

WESTERN WASTE INDUSTRIES
1992 OPTION PLAN

1. ESTABLISHMENT AND PURPOSE OF PLAN

Western Waste Industries (hereinafter referred to as the "Company") proposes to grant to directors, officers and key employees of the Company non-qualified options or incentive stock options (hereinafter referred to in the aggregate as "Options") or a combination of each to purchase shares of the Company's Common Stock ("Common Stock"), for the purpose of attracting and retaining directors, officers and key employees of ability and experience. Such Options will be granted pursuant to the Plan (hereinafter referred to as the "Plan"). As used in the Plan, the term "Incentive Stock Option" means an option described in Section 422 of the Internal Revenue Code of 1986, as amended. The term "Non-Qualified Stock Option" means a stock option other than an Incentive Stock Option.

2. MAXIMUM NUMBER OF SHARES SUBJECT TO OPTIONS.

A maximum of 2,000,000 shares of Common Stock (subject to adjustment in accordance with Section, 6 below), may be issued upon exercise of the Options granted under the Plan. Subject to the foregoing limitation upon the number of shares which may be issued upon exercise of Options, shares covered by the unexercised portion of any Option which has terminated by its terms or which was canceled pursuant to Section 13 hereof may be subject to a subsequent Option granted under the plan.

3. ADMINISTRATION OF THE PLAN.

The authority to grant Options under the Plan shall be vested in the Board of Directors of the Company (hereinafter referred to as the "Board") or in such committee as may be appointed from time to time by the Board (which committee is hereinafter referred to as the "Committee"). Subject to the provisions of the Plan, the Board, or the Committee, from time to time on the recommendation of the chief executive officer of the Company, shall determine the directors, officers and key employees to whom, and the time or times at which, Options shall be granted; the number of shares to be subject to each option; the period of each option and other terms and provisions of each option. Options need not be identical. The Board may also interpret the Plan; prescribe, amend and rescind rules and regulations relating to the plan; amend the plan from time to time (subject to limitations set forth in Section 111); and make all other determinations necessary or advisable for the administration of the plan.

4. ELIGIBILITY.

a. Incentive Stock Options may be granted to any employee of the Company. No incentive Stock Option shall be granted under this Plan to any employee if the grant of such Incentive Stock Options would cause the aggregate fair market value (determined as of the date the Option is granted, hereinafter referred to as the "Date of Grant") of the Common Stock with respect to which Incentive Stock Options are exercisable for the first time by such individual during any calendar year to exceed an amount equal to \$100,000.00.

b. Non-Qualified Stock Options may be granted only to directors, officers or key employees of the Company.

c. Any director, officer or key employee who has been granted an Option under this or any other stock option plan of the Company may be granted an additional Option or Options under this or any other such plan; subject, however, to any restrictions that may be contained in any other such plan.

5. EXERCISE PRICE.

a. The exercise price for shares under an Incentive Stock Option shall be not less than 100% of the fair market value of such shares (110% if the optionee at the time the Option is granted owns stock representing more than 10% of the total combined voting power of all classes of stock of the Company) as determined by the Board of Directors or the Committee on the Date of grant, subject to adjustment as provided in Section 6.

b. The price to be paid for shares covered by a Non-Qualified Stock Option shall be not less than 50% of the fair market value of such shares, as determined by the Board or the Committee on the Date of Grant, subject to adjustment as provided in Section 6, except that, with respect to Non-Qualified Stock Options granted to directors, the price to be paid shall be not less than 100% of the fair market value of such shares as determined by the Board or Committee on the Date of Grant, subject to adjustment as provided in Section 6.

In determining the fair market value of such shares, the Board or Committee shall take into consideration the net book value of such shares, the net income per share, liquidation value and, if the Company's stock is publicly traded, the last sale price reflected on an automated quotations system or listed on a national securities exchange, as applicable, as of the Date of Grant, or if no sale price is reported for such date, the last sale price reported as of the last business day immediately preceding the Date of Grant. The price of any shares purchased under exercise of an Option shall be paid in full by any lawful means at the time of each such exercise

6. ADJUSTMENTS.

In the event of any change in the Common Stock through merger, consolidation, reorganization, recapitalization, stock dividend, stock split, or other change in the corporate or capital structure (not including the issuance of additional shares of any class of the Company's stock for adequate consideration received by the Company), appropriate adjustment shall be made by the Board in the number of shares and the price per share subject to outstanding Options, and in the number of shares and, if any, the par value thereof of the aggregate number of shares available for such Options as set forth in Section 2 hereof. Such adjustment shall be made so that the plan and Options theretofore or thereafter to be issued thereunder shall remain substantially the same as before such change, and so that the benefits receivable under any outstanding Option shall not be increased or decreased from those which the optionee had before such change. The determination of any such adjustment by the Board shall be final, binding and conclusive. Anything herein contained to the contrary notwithstanding, upon the dissolution of the Company, or upon any merger or consolidation of the Company where the Company is not the surviving corporation and the surviving corporation does not agree to exchange its options for Options granted under the plan, all Options granted under the plan shall terminate and thereupon become null and void; but the optionee shall have the right, immediately prior to such dissolution, merger or consolidation, to exercise any such Option without regard to any otherwise applicable restriction as to time of exercise, other than expiration of the Option Period.

7. OPTION PERIOD AND LIMITATION ON EXERCISE.

Options shall be exercisable at such times and for such period (the "Option Period") as may be fixed by the Board or the Committee at the Date of Grant.

8. EFFECT OF TERMINATION OF DIRECTOR OR OFFICER OR EMPLOYEE.

a. If an optionee ceases to be a director, officer or employee of the Company, for any reason other than death, such optionee may exercise his Options in accordance with their terms only for a period of thirty (30) days after such cessation (but not beyond the Option Period). Any exercise of Options after such cessation may be only to the extent of the full number of shares the optionee was entitled to purchase under the Option on the date of such cessation. The Board, in its sole discretion, may determine to accelerate the exercisability of all or any portion of any such individual's Option upon any such cessation.

b. If an optionee dies while a director, officer or employee of the Company, any Options held by the deceased optionee will continue in effect and may be exercised in accordance with their terms for a period of twelve (12) months from the date of the optionee's death (but not beyond the Option Period) by the executor or administrator

of such optionee's estate, or in the event there is no such executor or administrator (or the person holding such position has been discharged), then by the person or persons to whom the optionee is rights under the Option shall pass by will or the laws of descent and distribution.

c. Options shall not be affected by authorized leaves of absence so long as the optionee continues to be director, officer or employee of the Company.

9. NONTRANSFERABILITY OF OPTIONS.

Options granted hereunder shall not be transferable except to the executor or administrator of the optionee's duly appointed and acting guardian or conservator, and shall be exercisable during the optionee's lifetime only by the optionee or by such guardian or conservator for the benefit of the optionee. Options may, however, be surrendered to the Company for cancellation for such consideration and upon such terms as may be mutually agreed upon by the Company and the holder of such Options.

10. EFFECTIVE DATE AND EXPIRATION OF THE PLAN.

The Plan becomes effective upon its adoption by the Board of Directors and approval by an affirmative vote of the holders of a majority of the outstanding shares of the Common Stock of the Company present and entitled to vote thereon at the annual meeting of shareholders. Unless sooner terminated, the Plan's authority to grant Options shall expire on November 5, 2002 ("Expiration Date"), but the Plan shall remain in full force and effect beyond the Expiration Date for all Options granted prior to the Expiration Date.

11. AMENDMENT AND TERMINATION OF THE PLAN PRIOR TO EXPIRATION DATE.

At any time prior to the expiration of the Plan, the Board may terminate, suspend, modify or amend the Plan, provided that:

a. No such modification or amendment shall, without the approval of the holders of a majority of the outstanding voting shares of the Company (i) increase, beyond the amount set forth in Section 2, the total number of shares which may be issued upon exercise of options granted under the Plan (except as provided in Section 6), (ii) provide for the grant of options having an option exercise price per share of Common Stock less than the amount set forth in Section 5, or (iii) postpone the date of the expiration of the Plan beyond that set forth in Section 10 above; and

b. In no event shall any termination, suspension, modification or amendment of the Plan alter or impair, without the consent of the respective optionee, any rights or obligations under Options theretofore granted under the Plan, subject only to adjustment or cancellation as provided in Section 6, 8, 12 and 13.

12. COMPLIANCE WITH APPLICABLE LAW.

This Plan, Options granted hereunder, and the issuance of Common Stock upon exercise of such Options are or may be subject to compliance with various laws and rules, regulations and policies of various regulatory bodies and agencies, including the Securities and Exchange Commission, as now in effect or as may hereafter be adopted or amended. The grant of Options under the Plan and the issuance of Common stock upon the exercise thereof are each expressly conditioned upon compliance with all such laws, rules, regulations and policies. In the event that the Company, after making reasonable efforts to do so, shall be unable to obtain any necessary authorization or permit required in order to implement this Plan or to issue Common Stock upon exercise of Options granted hereunder, or is otherwise unable to comply with any such applicable law, rule, regulation or policy, the Company may decline to allow the exercise of any Option until all such permits or authorizations are issued or until it can effect such compliance. If it is ultimately determined, in the sole judgment of the Board, that the Company cannot reasonably obtain any such permit or authorization or effect such compliance, unexercised Options affected thereby shall thereupon be canceled upon notice to the holders of such Options, all without any liability whatsoever of the Company to any optionee.

13. CANCELLATION OR AMENDMENT OF OPTIONS.

At any time prior to the expiration of the Plan, the Board may, with the written consent of the optionee, cancel or modify all Options, or any portion thereof previously granted to such optionee.

14. NO RIGHTS AS SHAREHOLDER.

Optionee shall have no rights as a shareholder with respect to any shares of Common Stock covered by the Option until the date of the issuance of a stock certificate to him. Except as may be provided under Section 6 of the Plan, no adjustment will be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

15. OPTIONAL FORM OF PAYMENT FOR SHARES.

Payment for any number of shares of Common Stock of the Company purchased pursuant to the exercise of Options granted hereunder may, at the option of the optionee, be made by delivering to the Company a number of shares of the Common Stock of the Company having a fair market value (on the date such Option is exercised) equal to the Option Price for such shares.

16. LIMITATION OF RIGHTS; EMPLOYMENT RELATIONSHIP.

Neither the establishment of the Plan or any modifications thereof, nor the grant of any Options hereunder, shall be construed as giving to any optionee or other person any legal or equitable right against the Company except as specifically provided herein; and, in no event, shall the terms of employment of any employee be modified or in any way be affected hereby.

Note: The foregoing 1992 Stock Option Plan was adopted by the Board of Directors of Western Waste Industries on November 6, 1992 and was approved by majority of the outstanding shares of the Company's Common Stock present and entitled to vote thereon at a meeting of shareholders duly held on January 31, 1994.