

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI AT 4:00 P.M. ON OCTOBER 29, 2004 IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR TONY PHILLIPS
ALDERMEN	MICHEAL W DRAUGHN WILLIE W HINTON JOE C MCMURRY, SR STEVE STRINGER WILLIAM A TRAVIS
OTHERS PRESENT	CARL SCOTT JAHNCKE PRICE KEN SMITH MIKE HALL

THE MAYOR DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE ALDERMEN WERE CALLED PRIOR TO THE MEETING.

WHEREAS, MAYOR PHILLIPS STATED THAT EAGLE WASTE WAS SOLD TO WASTE MANAGEMENT. AFTER TALKING TO CITY ATTORNEY TOM TYNER, THE CONTRACT WITH EAGLE WASTE COULD BE TRANSFERRED TO WASTE MANAGEMENT WITH AN AMENDMENT.

SEE EXHIBIT "A"

AMENDMENT TO CONTRACT

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE AMENDMENT TO THE CONTRACT FOR COLLECTION AND DISPOSAL OF RESIDENTIAL AND SPECIFIED COMMERCIAL GARBAGE FOR WASTE MANAGEMENT TO COLLECT EFFECTIVE NOVEMBER 1, 2004. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADJOURN. ALDERMAN STRINGER SECONDED THE MOTION.

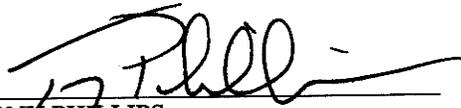
THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

THEREBEING NO FURTHER BUSINESS, THE SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 28<sup>TH</sup> DAY OF OCTOBER 2004.

  
TONY PHILLIPS  
MAYOR

(SEAL)

ATTEST:

  
\_\_\_\_\_  
JEAN SHEE  
CITY CLERK

4. Notwithstanding anything herein to the contrary, in the event that the purchase transaction referenced in paragraph 1 above fails to close, this Assignment shall be of no force and effect.

THIS AMENDMENT, ASSIGNMENT AND ASSUMPTION OF CONTRACT (this "Assignment") is made this 21<sup>st</sup> day of October, 2004, between Eagle Waste, LLC, a Mississippi limited liability company ("Assignor"), Waste Management of Mississippi, Inc., a Mississippi corporation ("Assignee"), and the City of Petal, Mississippi ("Petal").

5. It is noted that the Contract refers to Eagle Waste Systems Incorporated as the Contractor therein. The current legal name of Assignor is Eagle Waste, LLC. In each instance where reference is made to Eagle Waste Systems Incorporated or Contractor, the Contract is amended and it is understood to mean Eagle Waste, LLC.

6. Petal hereby consents to the assignment of the Contract to, and assumption by, Assignee.

RECITALS

A. Assignor is a party to that certain Exclusive Contract for Collection and Disposal of Residential and Specified Commercial Garbage within the City of Petal, dated August 21, 2002 (the "Contract") by and between Assignor and the City of Petal, Mississippi ("Customer"), whereby Assignor provides solid waste and recycling collection and disposal services for Customer (the "Services").

B. Assignor desires to assign the Contract to Assignee in accordance with the terms and conditions set forth below.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

TERMS AND CONDITIONS

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Effective as of the closing (the "Closing") of the purchase by Assignee of certain of the assets of Assignor, as contemplated by that certain Asset Purchase Agreement by, between and among Assignor, Assignee, Carl Scott and \_\_\_\_\_ (the "Purchase Agreement"), Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in, to and under the Contract. Effective as of Closing, Assignee hereby agrees to perform all of Assignor's obligations under the Contract to the extent, and only to the extent, such obligations first accrue and are required to be performed subsequent to the completion of the Closing (provided that such obligations did not arise as a result of a breach by Assignor of the Contract on or prior to the Closing or a breach of Assignor's or its affiliates' representations, warranties, covenants and agreements under the Purchase Agreement). Except as set forth in the preceding sentence, Assignee is not assuming or agreeing to perform any obligations or liabilities under the Contract.

2. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.

3. This Assignment may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Assignment. Each party represents to the other that the execution and delivery of this Assignment by such party have been properly authorized and that all signatures hereon are genuine.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first written above.

ASSIGNOR:

Eagle Waste, LLC

By: [Signature]  
Its: [Signature]

ASSIGNEE:

Waste Management of Mississippi, Inc.

By: [Signature]  
Its: [Signature]

The City of Petal

By: [Signature]  
Its: [Signature]

Date: 10/28/, 2004

ATTEST:

Name: [Signature]  
Title: [Signature]

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