both general and special, for the Land, based upon the last available tax statement. If the actual real estate Taxes paid by Buyer in respect of the period of the proration exceed the credit given Buyer at closing for such Taxes, Seller shall, upon presentation of appropriate paid tax bills, reimburse Buyer for any amounts incurred by Buyer for such Taxes in excess of prorated credit. Alternatively, if the actual real estate Taxes paid by Buyer in respect of the period of the proration are less that the credit given Buyer at closing for such Taxes, Buyer shall reimburse Seller for such amount in excess of the actual amount of the Taxes. Buyer shall be charged the following closing costs: (a) the state and local real estate transfer and similar taxes and conveyance fees; (b) the cost of discharging any and all Encumbrances, including mechanics' and materialmen's liens on the Land, if any; and (c) the cost of recording all Deeds and the releases of all Encumbrances.

ARTICLE 5

CERTAIN COVENANTS

5.1 Franchise Volume; Pricing. For a period of 20 years after the Closing Date (the "Franchise Period"), Seller shall cause, either by self-delivery, ordinance, franchise or other agreement, or otherwise, all waste (including MSW, C&D, soils, sludges, special waste, etc.) that may be disposed of at the Landfill and that is collected within the city limits of the City of Jackson, Tennessee to be disposed of at the Landfill. Buyer agrees that the disposal fees (the "Disposal Fees") shall not exceed $27.10 per ton for MSW and $11.10 per ton for C&D. Notwithstanding the foregoing, however, Buyer may increase the Disposal Fees once annually during the Franchise Period, commencing on the first anniversary of the Closing Date, by 100% of the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, for urban wage earners and clerical workers, 1982-84 = 100. Seller shall pay Buyer the Disposal Fees, and Seller shall bear the risks of collection from its franchisee(s), hauler(s), or customers.

5.2 Further Assurance. From time to time on and after the Closing and without further consideration, the parties to this Agreement shall each deliver or cause to be delivered to any other party, at such times and places as shall reasonably be requested, such additional instruments as any of the others may reasonably request for the purpose of carrying out this Agreement and the Transactions. Seller agrees, without further consideration, to cooperate with Buyer on and after the Closing Date in furnishing to Buyer information, evidence, testimony, and other assistance in connection with obtaining all necessary permits and approvals and in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods before the Closing Date.

5.3 Transition. Seller shall not take any action that is designed or intended to have the effect of (a) discouraging any customer or business associate of Seller from maintaining the same business relationships with Buyer after the Closing that such customer or business associate maintained with Seller before the Closing or (b) interfering with Buyer's operation of the Business after the Closing. Seller shall refer all customer inquiries relating to the Business to Buyer from and after the Closing. Further, Seller agrees that for a period of 90 days following the Closing Date, it will, without additional consideration, assist Buyer with the orderly transition of the operations of the Business from Seller to Buyer.

5.4 Contact with Government Officials. Seller shall use its best efforts to cooperate with Buyer in making contact with (a) the appropriate Governmental Authorities and officials having information about or jurisdiction over Seller, the Business, or the Assets, including Environmental and land use agencies and officials, to assist Buyer in completing its regulatory evaluation of the Business and the Assets and securing any consents necessary with respect to the Permits or in securing new permits; and (b) the customers under the Customer Contracts to secure any Consents necessary with respect thereto. Seller shall use its best efforts to obtain all Consents necessary with respect to the Customer Contracts and Permits (or obtain new permits as necessary) before the Closing. If the Transactions, without the Consent of a third party, would constitute a breach of any Customer Contract or Permit, and such Consent has not been obtained as of the Closing Date, but nevertheless Buyer elects to consummate the Transactions, in each such case Seller shall each use its best efforts to obtain the applicable Consent as promptly as possible after the Closing, shall use its best efforts to make appropriate arrangements to enable Buyer to fully enjoy the economic benefits of such Customer Contract or Permit, and shall assign the same at such time (if any) as the Consent is obtained.

5.5 Title Defects. Seller shall not cause or permit any Title Defect to be placed of record on the Land from the date of this Agreement to the Closing, except for Permitted Encumbrances. If any Title Defect is so placed or recorded or otherwise exists contrary to the provisions of this Agreement, the effect of which can be removed and/or eliminated by the payment of money, Seller shall immediately cause sufficient monies to be deposited with Buyer so as to enable Buyer to cause such Title Defect to be eliminated and/or removed of record.

5.6 Additional Assets. If additional assets or rights forming a part of, used in or intended to be used in, or necessary in the conduct of, the Business, other than Excluded Assets, are identified post-Closing as not having been adequately transferred to Buyer, Seller shall promptly transfer and assign to Buyer such assets or rights without additional consideration.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article 6, except as set forth in the Disclosure Schedules: (a) are correct and complete as of the date of this Agreement; and (b) will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 6).

Wherever a representation or warranty in this Agreement is qualified as having been made "to the best of Seller's knowledge," such phrase shall mean the knowledge of Seller and the officers, directors and employees of Seller responsible for the operation of the Business or the Assets, after reasonable inquiry.

6.1 Organization; Authority; Name.

6.1.1 Seller is a municipal corporation located in Madison County, Tennessee duly organized, validly existing and in good standing under the laws of the State of