

**CITY OF HOWELL - MARION TOWNSHIP
FIRST AMENDMENT TO FIRST
AMENDED WASTEWATER TREATMENT CONTRACT**

This contract made this ____ day of March, 2005, by and between the City of Howell, a Michigan Municipal Corporation with offices at 611 E. Grand River, Howell, MI 48843 (hereinafter referred to as "City") and the Township of Marion, a General Law Township with its offices located 2877 W. Coon Lake Road, Howell, MI 48843 (hereinafter referred to as "Township").

RECITALS

WHEREAS, a certain contract was entered into between the City and Township on June 30, 1997, regarding the cooperation of the City and the Township in the expansion of the City's Wastewater Treatment Facility; and

WHEREAS, that contract is amended by the First Amended Wastewater Treatment Contract, dated October 8, 2001;

WHEREAS, this First Amendment to the First Amended Wastewater Treatment Contract of October 8, 2001, is to allow changes of Paragraph 7(D) relative to the ability of the Township to adopt a different rate schedule, penalty structure in administrative procedures currently in force and effect;

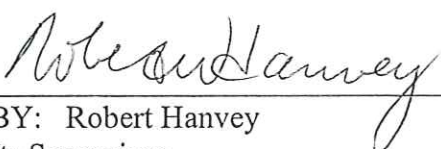
NOW THEREFORE, based upon the mutual considerations, promises and covenants contained in this agreement, it is agreed as follows:

1. Paragraph 7(D) of the First Amended Wastewater Treatment Contract entered into on or about October 8, 2001, is hereby amended as follows:

"Except where otherwise provided in Paragraphs 6 and 7 of the Agreement, the Township may adopt the same or higher rate schedule, penalty structure and administrative procedures as are used by the City. The Township shall not adopt any rate schedule, penalty structure and administrative procedures in an amount less than that used by the City."

2. All other terms and conditions of the First Amended Wastewater Treatment Contract not affected by this amendment shall remain in full force and effect.

TOWNSHIP OF MARION
A General Law Township


BY: Robert Hanvey
Its Supervisor

Tammy L. Beal
BY: Tammy Beal
Its Clerk

CITY OF HOWELL
A Michigan Municipal Corporation

Geraldine K. Moen
BY: Geraldine K. Moen
Its Mayor

Jane L. Cartwright
BY: Jane L. Cartwright
Its City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

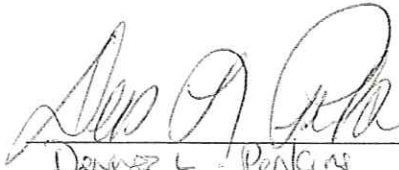
On this 7th day of March, 2005, before me a Notary Public in and for said County, personally appeared Robert Hanvey and Tammy Beal to me known to be the Supervisor and Township Clerk of the Township of Marion, who being by me duly sworn, did say that they executed the foregoing City of Howell-Marion Township First Amended to First Amendment Wastewater Treatment Contract on behalf of the Township of Marion by authority duly vested in them by the Marion Township Board.

Paula L. Wyckoff
Notary Public
Livingston County, Michigan
My Commission expires: 7-3-2011

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

On this 28th day of February, 2005, before me a Notary Public in and for said County, personally appeared Geraldine K. Moen and Jane L. Cartwright to me known to be the Mayor and City Clerk of the City of Howell, who being by me duly sworn, did say that they

executed the foregoing City of Howell-Marion Township First Amended to First Amendment Wastewater Treatment Contract on behalf of the City of Howell by authority duly vested in them by the Howell City Charter.



Dennis L. Perkins Notary Public
ACTING IN Livingston County, Michigan
My Commission expires: MAY 16, 2025