

AMENDMENT

This Amendment is entered into this ____ day of April, 2009 by and between Miller Compressing Company and the City of Milwaukee, and amends that certain Contract No. C514030129, Amended and Restated Contract between the parties dated as of October 14, 2003 (hereinafter, the "2003 Contract").

WITNESSETH:

In consideration of the mutual covenants contained herein and in the 2003 Contract, the parties agree as follows:

1. As used herein, terms defined in the 2003 Contract and not otherwise defined herein shall have the meanings ascribed to them in the 2003 Contract.

2. The 2003 Contract is amended as follows:

a. In the fifth recital of the 2003 Contract, the phrase “, as amended on April __, 2009” is added after the word “herewith” and before the parenthetical, effective April 1, 2009.

b. In Section XI of the 2003 Contract, the words “be for ten (10) years, commencing 8 weeks after the City of Milwaukee Common Council approved the Original Contract, and will be extended for an additional three (3) years unless otherwise agreed by the parties” are replaced by the words “continue until October 14, 2023”.

c. The fourth and fifth sentences of the first paragraph of Section XII of the 2003 Contract are deleted and replaced by the following, effective April 1, 2009:

For each Scrap Vehicle delivered to Miller hereunder between April 1, 2009 and October 13, 2013, inclusive, Miller shall pay the City the Base Price, plus \$16.00, less the Standard Processing Charge (for Miller’s fluid/freon evacuation and transportation to the Bruce Street Site); and for each Scrap Vehicle delivered to Miller during the balance of the term of this Agreement, Miller shall pay the City the Base Price, plus \$18.00, less the Standard Processing Charge. For each Health Nuisance Tow that is delivered to Miller hereunder between April 1, 2009 and October 13, 2013, inclusive, whether at the Leased Premises or directly to the Bruce Street Site, Miller shall pay the City the Base Price, plus \$16.00, less the Health Nuisance Tow Processing Charge (for fluid/freon evacuation); and for each Health Nuisance Tow that is delivered to Miller during the balance of the term of this Agreement, whether at the Leased Premises or directly to the Bruce Street Site, Miller shall pay the City the Base Price, plus \$18.00, less the Health Nuisance Tow Processing Charge.

d. In the first paragraph of Section XIII of the 2003 Contract, the word “and” preceding “(b)” is deleted and the following language is added immediately before the concluding period, effective July 1, 2009:

, and (c) “Market Participation Adjustment” shall be the applicable per car increase or decrease from the following table, in which the term “Average Prior Quarter Price” refers to the average of the high prices listed for shredded scrap in the weekly issues of Iron Age Magazine for the Chicago District during the preceding calendar quarter:

<u>Average Prior Quarter Price</u>	<u>per car increase (decrease)</u>
less than \$50	(\$6.00)
\$50 or more, but less than \$100	(\$4.50)
\$100 or more, but less than \$150	(\$3.00)
\$150 or more, but less than \$200	(\$1.50)
\$200 or more, but less than \$300	\$ 0.00
\$300 or more, but less than \$350	\$ 1.50
\$350 or more, but less than \$400	\$ 3.00
\$400 or more, but less than \$450	\$ 4.50
\$450 or more, but less than \$500	\$ 6.00
\$500 or more, but less than \$550	\$ 7.50
\$550 or more, but less than \$600	\$ 9.00
\$600 or more, but less than \$650	\$10.50
\$650 or more, but less than \$700	\$12.00
for each additional \$50 tranche	an additional \$1.50

e. In each of the second and third lines of the third paragraph of Section XIII, the term “Base Price” is deleted and replaced by “Semi-Final Base Price”, effective July 1, 2009.

f. In the first line of the fourth paragraph of Section XIII, the words “and Article XII above” are deleted, effective July 1, 2009.

g. In the fourth paragraph of Section XIII, each of the bold-face references to “**Base Price**” is deleted and replaced by “**Semi-Final Base Price**”, effective July 1, 2009.

h. A new, fifth paragraph is added to Section XIII, reading as follows, effective July 1, 2009:

On July 1, 2009 and the first day of each subsequent calendar quarter during the term of the Restated Contract, the Semi-Final Base Price shall be increased or, as applicable, decreased by the Market Participation Adjustment to yield the Base Price in effect for the calendar quarter beginning on that date.

4. Except as expressly provided herein, the terms and conditions of the 2003 Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties caused this Agreement to be executed by their undersigned, duly authorized agents on the date first above written.

WITNESS

Date: _____

MILLER COMPRESSING COMPANY
1640 West Bruce Street
Milwaukee, WI 53204

By _____
President

Date: _____

CORPORATE SEAL

CITY OF MILWAUKEE

Countersigned

Comptroller

Date: _____

CITY OF MILWAUKEE

By _____
Commissioner of Public Works

Date: _____