

**FIRST AMENDMENT TO
PROPERTY TRANSFER AND CONSTRUCTION AGREEMENT**

THIS FIRST AMENDMENT TO PROPERTY TRANSFER AND CONSTRUCTION AGREEMENT (this “Amendment”) is made effective as of May 17, 2024 (the “Amendment Effective Date”), between **Marshall Township**, a Michigan governmental unit (“Township”), and the **Marshall Area Economic Development Alliance** (“MAEDA”). Township and MAEDA are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS:

A. Township and MAEDA are parties to that certain Property Transfer and Construction Agreement effective as of April 2, 2024 (the “Agreement”), for the sale and purchase of the MAEDA New Premises and the New Fire Station Premises, as both are more particularly defined in the Agreement.

B. Township and MAEDA desire to amend the Agreement to extend the Due Diligence Period, increase the MAEDA New Premises Purchase Price, and otherwise modify the Agreement as set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties agree as follows:

1. Recitals and Definitions. The foregoing recitals are incorporated herein by reference as true and correct. Unless otherwise defined herein, any capitalized terms shall have the meaning and definition set forth in the Agreement.

2. MAEDA New Premises Purchase Price. Section 2 of the Agreement is hereby amended such that the “MAEDA New Premises Purchase Price” shall mean Three Million Two Hundred Fifty Thousand and No/100 (\$3,250,000.00) Dollars.

3. Due Diligence Period. Section 3.d. of the Agreement is amended such that the “Due Diligence Period” shall be extended to the date that is ninety (90) days after the Effective Date.

4. Ratification. Except as expressly modified herein, all other terms, covenants and provisions of the Agreement shall remain in full force and effect.

5. Miscellaneous. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts, the signature pages of which may be combined to constitute one instrument. Facsimile or electronic mail copies of this Amendment and the signatures thereon shall have the same force and effect as if the same were original documents.

[Remainder of page left intentionally blank]

The Parties have executed this Amendment as of the Amendment Effective Date.

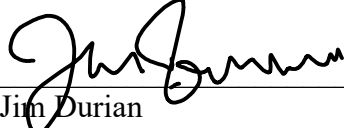
TOWNSHIP:

Marshall Township

By: _____
Name: David Bosserd
Its: Supervisor _____

MAEDA:

Marshall Area Economic Development Alliance

By:  _____
Name: Jim Durian
Its: Chief Executive Officer