

**EIGHTH AMENDMENT TO AMENDED AND RESTATED  
PROFESSIONAL SERVICES AGREEMENT**

This Eighth Amendment ("**Eighth Amendment**") to the Amended and Restated Water and Wastewater Professional Services Agreement is dated and effective October 1, 2019, by and between the **CITY OF LAUREL**, a Mississippi municipal corporation, with offices at 401 North 5th Avenue, Laurel, Mississippi 39440 ("**Owner**" or "**City**"), and **SUEZ Water Environmental Services Inc.**, a Delaware corporation, with offices at 461 From Road, Paramus, NJ 07652 ("**Company**").

W I T N E S S E T H

WHEREAS, the City is the owner of the wastewater utility system in Laurel, Mississippi, and the City and Company entered into an Amended and Restated Water and Wastewater Professional Services Agreement dated April 6, 2010 (the "**Agreement**") and amended on October 5, 2010; September 1, 2011; November 9, 2012; October 1, 2013; November 1, 2014; June 1, 2016; and January 12, 2018; and

WHEREAS, SUEZ Water Environmental Services Inc. was formerly known United Water Services Inc.;

WHEREAS, the parties hereby agree that Company can perform the work required under the Agreement more efficiently if all maintenance costs are paid by the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. The text of Section 1.06 of the Agreement shall be deleted and replaced with:  
  
"1.06 All of the costs of parts and materials necessary for maintenance, repair, or replacement to the water and wastewater treatment plants, water wells, and wastewater lift stations shall be borne by Owner."
2. As of the Effective Date of this Eighth Amendment, the Annual Fee shall be \$ 4,091,009.28.
3. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.
4. Except as specifically amended herein, the Agreement, as amended, shall remain in full force and effect in accordance with its terms.

5. From and after the date of this Amendment, all references in the Agreement to "this Agreement" or similar phrases shall be deemed to include the Agreement as amended, unless the context specifically indicates otherwise. Other sections of the Agreement shall be deemed amended as necessary to give effect to the specific provisions of this Amendment.
6. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the Parties have signed their names, executing this Amendment effective the day and year written herein.

<b>CITY OF LAUREL, MISSISSIPPI</b>  By: _____ Mayor	<b>SUEZ WATER ENVIRONMENTAL SERVICES INC.</b>  By: _____ Senior Vice President
Attest:  _____ City Clerk	Attest:  _____ Corporate Secretary