

**FOURTH AMENDMENT TO THE SECOND AMENDED AND RESTATED LEASE
BETWEEN AMRIZE MID-AMERICA, INC, FORMERLY KNOWN AS HOLCIM-
MAMR, INC., AND PREVIOUSLY KNOWN AS LAFARGE AGGREGATES ILLINOIS,
INC. AND THE CITY OF AURORA**

THIS FOURTH AMENDMENT TO THE SECOND AMENDED AND RESTATED LEASE is made effective as of January 1, 2026, by and between **AMRIZE MID-AMERICA, INC.**, an Illinois corporation, **FORMERLY KNOWN AS HOLCIM-MAMR, INC.**, an Illinois corporation with its principal office in Chicago, Illinois previously known as **LAFARGE AGGREGATES ILLINOIS, INC.**, an Illinois corporation with its principal office in Elburn, Illinois (“AMRIZE”), and the **CITY OF AURORA**, a municipal corporation of the State of Illinois and home rule unit of government (the “CITY” and together with AMRIZE, the “Parties”);

RECITALS

WHEREAS, the CITY is a body politic and home rule unit of government organized and existing under the laws of the State of Illinois;

WHEREAS, AMRIZE is a corporation engaged in the mining of limestone and other materials;

WHEREAS, the CITY owns subsurface rights that relate to its South Mine¹ in which AMRIZE has been mining for years;

WHEREAS, the Parties entered into a Second Amended and Restated Lease (“Lease”) to allow AMRIZE to continue Mining Activities on Levels 1 and 2 of the South Mine (“Levels 1 and 2”), and to initiate Mining Activities on Level 3 by constructing new drifts under Interstate 88 which AMRIZE is in the process of doing;

WHEREAS, the Parties entered into an Amendment to the Second Amended and Restated Lease and in that Amendment agreed that the date of June 30, 2021 set forth in subsection (d) of

¹ All capitalized terms not defined herein have the same meaning as used in the Lease.

Section 3 Grant of Lease/Termination of the Lease shall be amended to be the date of June 30, 2022.

WHEREAS, the Parties entered into a Second Amendment to the Second Amended and Restated Lease and in that Second Amendment agreed that the date of June 30, 2022, set forth in subsection (d) of Section 3 Grant of Lease/Termination of the Lease shall be amended to be the date of December 31, 2023.

WHEREAS, the Parties entered into a Third Amendment to the Second Amended and Restated Lease and in that Third Amendment agreed that the date of June 30, 2022, set forth in subsection (d) of Section 3 Grant of Lease/Termination of the Lease shall be amended to be the date of December 31, 2025.

WHEREAS, the CITY'S original goal under the Lease was to implement an economical method of disposing of and permanently storing lime sludge from its Water Treatment Plant by using an injection system pursuant to a Class V Injection Well ("UIC System") to place the lime sludge in Levels 1 and 2 of the South Mine pursuant to an Illinois Environmental Protection Agency ("IEPA") Underground Injection Control Facility program, which would require walling off both Levels 1 and 2 from the Conco Mine. The CITY received a permit from the IEPA to implement the Underground Injection Control Facility program on July 20, 2015 ("UIC Permit");

WHEREAS, since 2015 the Parties have been exploring alternative means to transfer the lime sludge from the Water Treatment Facility to the Storage Facility without the CITY having to incur the substantial investment in the UIC system;

WHEREAS, the Parties developed an alternative system that would rely on the transportation of the lime sludge by truck to AMRIZE'S Conco Mine in North Aurora, to be

dumped into a raised bore shaft within the Conco Mine and then transported for final storage in the underground levels of the South Mine;

WHEREAS, the Parties determined that the IEPA does not believe that the UIC Permit is the appropriate mechanism for allowing the storage of lime sludge in the Storage Facility in the fashion the Parties contemplated;

WHEREAS, HB 3095, was passed on May 19, 2023 and signed by the Governor on July 28, 2023, with an effective date of January 1, 2024 which provides for the Illinois Pollution Control Board's authorization to allow the storage of lime sludge in an underground mine ("Legislation"), which Legislation would allow the CITY to apply for a permit to authorize AMRIZE to store the lime sludge in the mined out areas of the South Mine at Levels 1 and 2 ("Alternative System") once the CITY gets further approvals;

WHEREAS, the Parties have been actively engaged with the Illinois Pollution Control Board to issue rules and regulations and for the Parties to get any necessary permits or approvals to construct the Storage Facility consistent with the Legislation, but that the Parties believe it may take another year or two to obtain the necessary authorizations and approvals;

WHEREAS, AMRIZE needs to secure corporate authority to make the capital expenditure for the raised bore shaft once the necessary approvals or permits are received and is willing to undertake such construction at its sole risk in the event that the approvals or permits authorizing the Storage Facility are not obtained; and

WHEREAS, AMRIZE has completely mined Level 2 and almost mined out Level 1 of the South Mine but is constructing a drift to access Level 3 of the South Mine and intends to mine Level 3 until all Aggregate is removed and mining on Level 3 will also allow AMRIZE to monitor infiltration if the City proceeds with the UIC System;

WHEREAS, the Parties originally agreed that the CITY'S Contribution for the construction of the Storage Facility Improvements shall be the CITY'S reimbursement to AMRIZE of \$550,000, with AMRIZE absorbing any overage, and due to inflation the cost is now over \$1.3M and AMRIZE seeks to have the CITY to reimburse AMRIZE for the construction of the Storage Facility Improvements in the amount not to exceed \$650,000 in the event the necessary permits or approvals are received to allow the Storage Facility to proceed and be operational for disposal the lime sludge from the CITY'S Water Treatment Facility and the CITY is willing to make this commitment as provided in the Second Amendment to the Second Amended and Restated Lease and the Parties acknowledge that these numbers have not changed.

WHEREAS, the CITY and AMRIZE wish to acknowledge these and related changes that have occurred since the last amendment of this Agreement.

Now, Therefore, in consideration of the Recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. The Recitals set forth above are hereby incorporated herein and made part of this Fourth Amendment as representing the intent of the Parties, and as substantive covenants and conditions.

2. CITY and AMRIZE hereby agree that the date of December 31, 2025 set forth in subsection (d) of Section 3 Grant of Lease/Termination of the Lease as amended by the Amendment and the Second Amendment and the Third Amendment shall be amended to now be the date of December 31, 2027. The other dates in the Lease are hereby frozen pending the outcome of the Parties' efforts to secure the necessary permits or approvals (collectively "Governmental Approvals").

3. AMRIZE may, at its sole risk and its sole discretion, construct the raised bore shaft in anticipation of operating the Alternative System prior to the Governmental Approvals necessary to implement the Alternative System.

4. The CITY agrees to reimburse AMRIZE \$650,000 in accordance with the terms of the Lease in the event the approvals or permits are received for the Storage Facility and the Storage Facility becomes operational for disposal of the lime sludge from the CITY'S Water Treatment Facility. To clarify the understandings contained in the Second Amended and Restated Lease as amended, in the event that the CITY does not receive the necessary Governmental Approvals for the Alternative System and chooses not to proceed with the UIC System for which it was previously permitted, AMRIZE shall continue mining operations in the South Mine and pay the CITY royalties for all Aggregate extracted from the effective date of this Lease to the end of the Initial Term or such earlier date as all Aggregate is extracted.

5. The CITY and AMRIZE agree that the \$19.00 per wet ton for hauling and placing the lime sludge to be paid to AMRIZE as set forth in subsection (b) and (b)(iii) of Section 9 Costs of Operation of the Lease as amended has increased due to cost of living increases contemplated in the Lease and that this value for 2026 would be \$23.84 and will be further adjusted due to cost of living changes for 2027 and every subsequent year in the event the Storage Facility becomes operational as provided in the Lease as amended.

6. The CITY and AMRIZE agree that the annual minimum for hauling and placing the lime sludge as set forth in subsections (b) and b(ii) Costs of Operation of the Lease as amended has increased from the \$625,000 for 2022 and is now \$720,000 for 2026 and will be subject to further adjustments if the Storage Facility becomes operational in a later year as provided in the Lease as amended.

7. All of the other terms and conditions as set forth in the Lease shall remain in full force and effect.

8. This Fourth Amendment of the Lease does not confer any additional rights in the CITY or AMRIZE, except as specifically provided herein.

IN WITNESS WHEREOF, this Acknowledgment has been made by and executed by the Parties on the date first above written.

AMRIZE MID-AMERICA, INC, an Illinois corporation, formerly known as HOLCIM-MAMR, INC., an Illinois corporation, and previously known as LAFARGE AGGREGATES ILLINOIS, INC., an Illinois corporation

By: _____

Its: _____

CITY OF AURORA, a municipal corporation of the State of Illinois

By: _____

Its: _____

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