

SECOND AMENDED AND RESTATED LEASE

BETWEEN LAFARGE AGGREGATES ILLINOIS, INC.

AND THE CITY OF AURORA

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DEFINITIONS

“Additional City Property” shall mean the approximately 23 acres of property to the east of the South Mine owned by the CITY as depicted on Exhibit A-4 and legally described in Exhibit B-5, which has underground reserves of Aggregates and if rezoned and agreed to by the CITY could be mined by LAFARGE.

“Adverse Effect” shall mean any actual or, in the reasonable belief of the CITY, imminent threat of, a material adverse impact caused directly by LAFARGE’s Mining Activities or Storage Facility Operations which results in, or in the case of imminent threat could result in, a material increase in cost and expense to the CITY, or unreasonably interferes with the CITY’S ability to dispose of the lime sludge in the South Mine or could result or has resulted in bodily injury, property damage or any other type of damage or cost to the CITY.

“Aggregates” shall mean limestone and dolomite mined at the subsurface of certain land.

“Applicable Rate(s)” shall mean the rate the CITY will pay LAFARGE to rehabilitate the roadways as directed by the CITY as set forth on the Exhibit I, the Pricing Chart.

“Authority” shall mean the Illinois State Toll Highway Authority.

“CCI” shall mean the Construction Cost Index.

“Cessation Date” shall mean December 31, 2021, the date LAFARGE agrees to vacate Levels 1 and 2 of the South Mine.

“CITY” shall mean City of Aurora.

“CITY’S Contribution” shall mean the CITY’S reimbursement to LAFARGE of \$550,000 for the construction of the Storage Facility Improvements.

“CITY Indemnified Party” or each a “CITY Indemnified Party” shall mean the CITY and its administrators, officers, employees, agents, successors, assigns, contractors, consultants and all other persons, firms and corporations acting on their behalf or with their authority that LAFARGE has agreed to defend and indemnify.

“CITY Property” shall mean approximately 70.9± acres located south of the Ronald Reagan Memorial Tollway (Interstate 88) and Mettel Road and immediately to the east of Illinois Route 25.

“ComEd” shall mean Commonwealth Edison.

“ComEd Property” shall mean the property immediately adjacent and east of the South Mine which has been annexed and rezoned for underground mining and where LAFARGE previously entered into a lease with ComEd for the mining of the subsurface, which is legally described in Exhibit B-4 and depicted on Exhibit A-1.

“Conco” shall mean Conco Western Stone Company, of which LAFARGE is the successor in interest.

“Conco Lease” shall mean the Agreement of Lease entered into on August 25, 1998 by the CITY and Conco, of which LAFARGE is the successor in interest.

“Conco Mine” shall mean the LAFARGE mine in the Village of North Aurora.

“CPI” shall mean the Consumer Price Index for the Chicago Metropolitan Area.

“Drifts” shall mean tunnels (under Interstate 88).

“ENR” shall mean the Engineering-News-Record.

“Effective Date” shall be _____, 2019 (insert date Lease is entered into)

“Environmental Contamination” shall mean the presence of Hazardous Substances at the South Mine or Additional CITY Property, or arising from the South Mine or Additional CITY Property, which may require remediation under any Legal Requirements.

“Environmental Laws” shall mean any or all Legal Requirements relating to the generation, storage, handling, release, discharge, emission, transportation, treatment or disposal of solid wastes, hazardous wastes, and hazardous, toxic or dangerous materials or substances including, but not limited to, CERCLA, the Superfund Amendments and Reauthorization Act of 1986, RCRA, the Clean Water Act, the Clean Air Act (as amended), the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act and the Illinois Environmental Protection Act.

“Environmental Liability” shall mean any obligation or liability imposed against an owner or operator of property pursuant to the provisions of any Environmental Laws or pursuant to common law and shall include all response costs, costs of remediation, attorneys’ fees and expert witness fees to investigate and defend such claims, personal injuries and any damages to natural resources and other property. The term “Environmental Liability” shall include all theories of liability for environmental contamination of property, including theories arising under statute, common law or tort, and contribution.

“Extended Term” shall mean an extension of five (5) more years (after the Initial Term) if LAFARGE has additional Aggregates to extract from the South Mine or the ComEd Property or the City permits LAFARGE to mine the Additional CITY Property.

“Governmental Approvals” shall mean any permit, license, variance, certificate, consent, letter, clearance, exemption, decision or action or approval of any Governmental Authority for the development, construction and operation of the Storage Facility in the South Mine, the Storage Facility Improvements made at the Conco Mine and the Storage Facility Operations.

“Governmental Authority” shall mean any federal, state, regional, county, local person or body having governmental or quasi-governmental authority, or subdivision thereof, with regulatory jurisdiction over the CITY Property and/or the Storage Facility and the Storage Facility Operations.

“Hazardous Substances” shall mean any inflammables, explosives, radioactive materials, asbestos, urea-formaldehyde, toxic substances or any other compounds designated as a “hazardous substance,” “pollutant,” or “contaminant” in the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9600 et seq., or in the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6991 et seq., or any other Legal Requirement.

“Heartland Property” shall mean surface rights to a portion of the CITY Property that the CITY sold to Heartland Recycling Aurora CCDD, L.L.C, as depicted on Exhibit A-3 and legally described on Exhibit B-3.

“Heartland Property Resolution” shall mean CITY’S Resolution R15-116 that was adopted effective April 28, 2015.

“IDOT Compliance” shall mean meeting or exceed those quality standards established by the Illinois Department of Transportation/Bureau of Materials.

“IEPA” shall mean the Illinois Environmental Protection Agency.

“Initial Term” shall mean the time period for LAFARGE’S Mining Activities and LAFARGE’S storage of lime sludge in the South Mine for the CITY for a minimum of fifteen (15) years.

“Kennedy Stoppings” shall mean isolation bulkheads, barriers or stoppings.

“LAFARGE” shall mean Lafarge Aggregates Illinois, Inc.

“LAFARGE Indemnified Parties” or each a “LAFARGE Indemnified Party” shall mean LAFARGE and its officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority that the CITY has agreed to defend and indemnify.

“Legal Requirements” shall mean all judgments, decrees, injunctions, orders, writs, rulings, laws, ordinances, statutes, rules, regulations, codes and other requirements of all applicable federal, Illinois and local governmental, administrative and judicial bodies and authorities.

“Lease” shall mean the Second Amended and Restated Agreement for Lease.

“Long Reach Backhoe” shall mean a 60 foot long reach track backhoe that shall be equipped with a smooth edge bucket.

“Losses” shall mean any and all any personal injuries and property damage arising out of all civil liabilities, actions, responsibilities, obligations, Losses, damages and claims, and all costs and expenses, including, but not limited to, attorney’s fees and expenses.

“MCC” shall mean the motor control center, lights, cables, control panel and garage doors within the South Mine.

“Mining Activities” shall mean surface and subsurface extraction of Aggregates conducted by LAFARGE at the Conco Mine. Defined again as the construction, reconstruction, repair, maintenance and operation of an underground mine, including the right to remove Aggregates, and produce or otherwise process the aforesaid Aggregates for the sale or other use of such materials. **[DEFINED TWICE IN LEASE]**

“MSHA” shall mean the Mine Safety and Health Administration of U.S. Department of Labor.

“New Berms” shall mean the Parties’ agreed procedure to be handled by the CITY for the relocation of such berms and the construction of additional berms for use in the UIC System in accordance with the berm relocation plan found in Exhibit Q and a staging plan set out in that exhibit.

“OSHA” shall mean the Occupational, Safety and Health Administration.

“Parties” shall mean CITY and LAFARGE.

“Second Lease” shall mean the Amended and Restated Agreement for Lease entered into between the CITY and LAFARGE on July 11, 2012 and subsequently terminated.

“South Mine” shall mean the mine under the CITY Property as depicted on Exhibit A-1 and legally described in Exhibit B-1.

“Storage Facility” shall mean a dewatered lime sludge storage facility in the South Mine as further described in the Lease.

“Storage Facility Improvements” shall mean the storage of lime sludge in the South Mine at a Storage Facility set up by LAFARGE where LAFARGE shall take all steps required to construct the necessary improvements at the Conco Mine.

“Storage Facility Operations” shall mean the excavation, transportation, and depositing of lime sludge from the City’s Water Treatment Plant into the Conco Mine and then moving the lime sludge deposited into the Conco Mine to the South Mine and storing it there.

“Tollway Permit” shall mean a permit that LAFARGE currently has from the Authority that allows the construction of new drifts beneath the Interstate 88 connecting the Conco Mine with the South Mine and attached as Exhibit L to the Lease.

“UIC Permit” shall mean the permit received by the CITY on July 20, 2015 for an injection system pursuant to a Class V Injection Well which provides an economical method of disposing of and permanently storing lime sludge from the CITY’S Water Treatment Plant.”

“UIC System” shall mean CITY may, at its sole discretion, choose to develop, construct and operate an injection system pursuant to the UIC Permit under the IEPA Underground Injection Control Facility program issued on July 20, 2015 and attached as Exhibit M for the disposal and storage of lime sludge from the Water Treatment Plant to Levels 1 and 2 of the South Mine.

“Unavoidable Delays” shall mean an event or circumstance which is beyond the control and without fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent provided that event or circumstance is limited to the following: (i) any strike, lockout, labor trouble or other industrial disturbance at a national level, and by labor not employed by the affected Party, its contractors, subcontractors or its

suppliers and which affect an essential portion of the work, but excluding any industrial dispute which is specific to the performance of the work and services under this Lease by either Party; any civil disorder, insurrection or riot; any act of the public enemy, act of terrorism, blockade or war; any inability to procure materials, product, equipment or labor; any failure of power; any restrictive laws or regulations; any intervention or order of any Governmental Authority; any action or failure to take action on the part of any Governmental Authority or utility company; any fuel shortage; any, accident, explosion, fire, flood, adverse weather, earthquake or other casualty; and/or any act of God; and (ii) any other cause beyond the reasonable control of the nonperforming Party.

“Ventilation Shaft” shall mean the ventilation shaft that is located within the Heartland Property in the area identified on Exhibit C.

“Wastes” shall mean any Hazardous Substances, residual wastes, solid wastes or other wastes as those terms are defined in the Legal Requirements and Environmental Laws, but shall not include lime sludge, methane, or any other byproduct from the Storage Facility.

SECOND AMENDED AND RESTATED AGREEMENT FOR LEASE

THIS SECOND AMENDED AND RESTATED AGREEMENT FOR LEASE (“Lease”) is made this ____ day of _____, 2019 (“Effective Date”), by and between **LAFARGE AGGREGATES ILLINOIS, INC.**, an Illinois corporation with its principal office in Elburn, Illinois (“LAFARGE”), and the CITY OF AURORA, a municipal corporation of the State of Illinois and home rule unit of government (the “CITY” and together with LAFARGE, the “Parties”);

RECITALS

A. The CITY originally was the owner of certain land and also the mining rights of the subsurface for limestone and dolomite (“Aggregates”) depicted on **Exhibit A-1** and legally described in **Exhibit B-1**, consisting of approximately 70.9± acres located south of the Ronald Reagan Memorial Tollway (Interstate 88) and Mettel Road and immediately to the east of Illinois Route 25 (the “CITY Property”).

B. LAFARGE is the successor in interest to the Conco Mine, which is depicted on **Exhibit A-2** and legally described in **Exhibit B-2**. LAFARGE has been conducting surface and subsurface extraction of Aggregates (“Mining Activities”) at the Conco Mine and plans to continue Mining Activities underground at the Conco Mine for up to an additional fifteen (15) years or until the reserves of Aggregates are fully extracted. The Parties wish to extend the time period for LAFARGE’S Mining Activities and allow LAFARGE to store lime sludge for the CITY in the South Mine for a minimum of fifteen (15) years (“Initial Term”).

C. On August 25, 1998, the CITY and Conco Western Stone Company (“Conco”), of which LAFARGE is the successor in interest, entered into an Agreement for Lease (the “Conco Lease”) which provided that Conco could conduct the construction, reconstruction, repair,

maintenance and operation of an underground mine, including the right to remove Aggregates, and produce or otherwise process the aforesaid Aggregates for the sale or other use of such materials (collectively, “Mining Activities”) under the CITY Property (the “South Mine”). The South Mine is depicted on **Exhibit A-1** and legally described in **Exhibit B-1**. From the inception of this relationship, Conco obtained access to the South Mine from its mine in the Village of North Aurora (“Conco Mine”) by means of tunnels (“drifts”) under Interstate 88.

D. Subsequently, LAFARGE and the CITY terminated the Conco Lease and entered into an Amended and Restated Agreement for Lease (the “Second Lease”) on July 11, 2012, to allow the continuance of LAFARGE’S underground Mining Activities on the CITY Property, as well as facilitating the CITY’S construction of a lime sludge storage facility to receive lime sludge, a byproduct from the CITY’S Water Treatment Plant, by a force main for storage in the South Mine.

E. Sometime later, the CITY sold the surface rights to a portion of the CITY Property to Heartland Recycling Aurora CCDD, L.L.C. (“Heartland Property”), as depicted on **Exhibit A-3** and legally described on **Exhibit B-3**. The CITY retained the ownership of certain property below the surface and the mineral rights under the Heartland Property to allow LAFARGE to continue Mining Activities under the Second Lease under the Heartland Property as well as under the portion of the retained CITY Property which is located immediately south and adjacent to the Heartland Property. In this way, the Second Lease covered the same area as the original South Mine.

F. Under the Second Lease, LAFARGE continued Mining Activities on Levels 1 and 2 of the South Mine (“Levels 1 and 2”), with Level 1 located approximately 250 feet below the surface. LAFARGE has substantially completed the extraction of Aggregates from Levels 1 and

2 and desires to initiate Mining Activities on Level 3 by constructing new drifts under Interstate 88.

G. The CITY'S goal in the Second Lease was to provide 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 Permit") 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 UIC Permit on July 20, 2015.

H. The Parties have now agreed that the storing of lime sludge in a dewatered state in Levels 1 and 2 of the South Mine may be a more economical and efficient means of disposing of the lime sludge and reducing the possibility of water infiltration into the South Mine.

I. To obtain the authority from the IEPA to dispose lime sludge in a dewatered state, the Parties are jointly cooperating and agreeing to work together to obtain from the IEPA all necessary approvals for authorization to develop, construct and operate a dewatered lime sludge storage facility in the South Mine as described in this Lease ("Storage Facility") and to approve the Storage Facility Operations as defined below . Unless otherwise required by IEPA, the CITY shall be the Permittee on any Permits issued by the IEPA.

J. Pursuant to the terms of this Lease, LAFARGE shall set up a Storage Facility (as defined below) to store lime sludge in the South Mine and shall take all steps required to construct the necessary improvements at the Conco Mine (collectively "the Storage Facility Improvements") and to accomplish, consistent with all laws and Governmental Approvals (defined in Section 4 below), the excavation, transportation, and depositing of lime sludge from the City's Water Treatment Plant into the Conco Mine and then moving the lime sludge

deposited into the Conco Mine to the South Mine and storing it there (“Storage Facility Operations”).

K. LAFARGE previously entered into a lease with Commonwealth Edison (“ComEd”) for the mining of the subsurface under the right of way immediately adjacent and east of the South Mine (“ComEd Property”), which is legally described in **Exhibit B-4** and depicted on **Exhibit A-1**, which property the CITY annexed and rezoned to permit underground mining. By mining the ComEd Property as well as Level 3 of the South Mine, LAFARGE expects to have up to fifteen (15) years of reserves.

L. The CITY owns approximately 23 acres of property to the east of the South Mine as depicted on **Exhibit A-4** and legally described in **Exhibit B-5** (“Additional CITY Property”), which has underground reserves of Aggregates and if rezoned and agreed to by the CITY could be mined by LAFARGE.

M. By entering into this Lease, the Parties intend it to completely supersede and replace the Second Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to enter into this Lease to replace the rights and obligations set out in the Second Lease as follows:

1. Incorporation of Recitals/Defined Terms. The foregoing recitals are incorporated by reference into the body of this Lease as if they had been fully set out in this Lease. All capitalized terms not defined in the Recitals are defined in the body of this Lease.

2. Compliance with All Laws and Approvals. All actions required by either Party or its contractors or subcontractors under this Lease shall comply with all applicable federal, state, and local laws and regulations and the terms of any Governmental Approvals.

3. Grant of Lease/Termination.

(a) The CITY grants, demises, leases and lets exclusively to LAFARGE the South Mine for the sole and only purpose of engaging in Mining Activities and Storage Facility Operations in the subsurface consistent with this Lease for the Initial Term on Levels 1, 2 and 3. In the event the Aggregates in the South Mine are exhausted before the end of the Initial Term, LAFARGE shall continue to meet its commitments, responsibilities and obligations, including Storage Facility Operations, for the full fifteen (15) years. This Lease may be extended for five (5) more years (“Extended Term”) if LAFARGE has additional Aggregates to extract from the South Mine or the ComEd Property or the City permits LAFARGE to mine the Additional CITY Property. If LAFARGE elects to take an Extended Term, LAFARGE will undertake Storage Facility Operations for the full five years of the Extended Term even if the Aggregates are mined out sooner.

(b) If the CITY receives the Governmental Approvals, it will promptly notify LAFARGE so that LAFARGE can commence the Storage Facility Improvements in a timely manner.

(c) If the CITY does not receive the Governmental Approvals, LAFARGE is relieved of the Storage Facility obligations in this Lease.

(d) If the CITY does not receive the Governmental Approvals, the CITY shall have until June 30, 2021 to decide whether to proceed with the UIC System. If this election is

made, LAFARGE will provide full cooperation with the CITY'S construction of the UIC System as provided below.

(e) In addition, this Lease may be terminated by the CITY if LAFARGE materially defaults under this Lease after notice from the CITY and a failure of LAFARGE to cure such default after the expiration of any applicable cure period specified herein.

(f) LAFARGE shall also have a right to terminate this Lease in the event the CITY materially defaults on its obligations under this Lease and fails to timely cure such default after the expiration of any applicable cure period specified herein.

(g) Except in the event of a material default by LAFARGE that is not timely cured, LAFARGE may continue all its Mining Activities on the CITY Property and Additional CITY Property, if applicable, as long as LAFARGE pays the CITY royalties for all Aggregate extracted.

(h) In the event of the termination of this Lease, LAFARGE will have one year to undertake the following actions:

(i) LAFARGE shall deliver possession to the CITY of all underground rooms on any Levels of the South Mine;

(ii) Rooms uncompleted at the time of termination will be delivered in their "as is, where is" condition; provided that all rooms that have had the Aggregates substantially extracted shall be scaled and pinned and the surfaces of all uncompleted rooms shall be left in a safe condition as determined by and in accordance with the then prevailing industry standards and procedures;

(iii) LAFARGE shall remove all of its equipment and appurtenances, and all excavations, stockpiles, shot rock, impoundments, settling basins, berms, and all debris

and waste materials including refuse, plastic, wood and any other material not naturally occurring in the subsurface in its natural condition; and

(iv) LAFARGE shall comply with all requirements of any Governmental Authority, defined in Section 3 below, having jurisdiction over the South Mine relating to closure of a mine.

(v) LAFARGE will quitclaim all right, title and interest of LAFARGE to the ventilation shaft that is located within the Heartland Property in the area identified on **Exhibit C** (the “Ventilation Shaft”) and any and all spaces or Aggregates remaining in the South Mine and Additional CITY Property, if applicable, to the CITY and the CITY shall have the right to full control, use and occupancy of the Ventilation Shaft, South Mine and Additional CITY Property, if applicable.

(i) The relevant portion of the CITY Property and Additional CITY Property, if applicable, that is granted to LAFARGE for the Initial Term or the Extended Term shall be the real property containing the demised premises for the purposes of this Lease.

4. Governmental Approvals.

(a) The CITY believes it is possible that the IEPA will allow an application to amend the UIC Permit to authorize the Storage Facility Operations. Alternatively, the CITY will submit a new permit application. In either event, the CITY agrees that if a Governmental Approval requires a Governmental Authority to have access to the South Mine after the Initial Term and any Extended Term, if applicable, it will make a good faith effort to have the Governmental Authority agree that access to the South Mine after the Initial Term and any Extended Term, if applicable, may through the portal in the Conco Mine as long as it is open or alternatively by access through the Ventilation Shaft if the Conco Mine is closed. The CITY will

also make a good faith effort to have the Governmental Authority agree to allow a holding area next to the dump shaft into the Conco Mine. LAFARGE agrees to comply with all Governmental Approvals, if any with respect to the proposed holding area and to protect the lime sludge in the holding area from contamination and weather until it is dumped down the shaft;

(b) While the Parties pursue permitting from the IEPA necessary to allow the development, construction and operation of the of the Storage Facility and the Storage Facility Operations, the Parties recognize that other approvals may be necessary. For this purpose, the term “Governmental Approvals” shall mean any permit, license, variance, certificate, consent, letter, clearance, exemption, decision or action or approval of any Governmental Authority for the development, construction and operation of the Storage Facility in the South Mine, the Storage Facility Improvements made at the Conco Mine and the Storage Facility Operations; c) “Governmental Authority” shall mean any federal, state, regional, county, local person or body having governmental or quasi-governmental authority, or subdivision thereof, with regulatory jurisdiction over the CITY Property and/or the Storage Facility and the Storage Facility Operations; and, d) If obtaining any Governmental Approval requires any changes to the terms, conditions, responsibilities, obligations or requirements of the Parties set forth in this Lease, the Parties shall engage in a good faith collaborative process to arrive at a consensus approach as to how to best address the requirement(s) and adjust the Lease terms. If the Parties are unable to reach an agreement within a reasonable time period as to how to amend the Lease, either Party may terminate this Lease and the terms of Section 3 (h) shall apply.

5. Royalties during Lease Term. LAFARGE is providing the CITY with certain economic benefits for the Initial Term and any Extended Term relating to the excavation, loading, hauling and storing of lime sludge from the Water Treatment Plant as hereinafter

described and in consideration of these commitments the CITY is waiving any rights to royalties from the Aggregates mined in the South Mine or in the Additional CITY Property, if applicable. Provided, however, that if the CITY does not receive the necessary Governmental Approvals and chooses not to build the UIC System, LAFARGE shall pay the CITY royalties for all Aggregate extracted from the effective date of this Lease to the end of the Initial Term of such earlier date as all Aggregate is extracted. The royalty payments to the CITY under such circumstances shall be the same as the methodology used under the Second Lease and is attached as **Exhibit D**.

6. LAFARGE'S Mining Activities.

(a) Pursuant to the terms of the Second Lease, LAFARGE has conducted Mining Activities in the South Mine using the room and pillar method of mining. Such Mining Activities involve the use of drill and blast methods in Ordovician-aged limestone and dolomite of the Galena-Platteville Groups. Currently, the South Mine consists of Level 1 and Level 2 mining horizons, of which the bottoms of the bench cuts are at least 75 feet apart. The levels are separated by an approximately 25-foot thick sill. Final room heights are approximately 50 feet and are constructed in a two-cut operation (the upper breast cut and the lower bench cut). Mine geometry is relatively uniform with 50-foot square pillars (95-foot on center) and 45-foot room spans, resulting in an extraction ratio of about 72 percent. Geologic structures include at least two prominent sub-vertical joint sets that are generally oriented NE-SW and NW-SE and spaced at an average distance of approximately 110 to 120 feet. A geologic section of the three levels in the South Mine is found in **Exhibit E**.

(b) The Parties recognize the importance of the CITY being informed of any complaints received by LAFARGE from any source concerning the operation of the South Mine or the Additional CITY Property, if applicable, by LAFARGE. LAFARGE agrees to report to

the CITY'S designated representative any complaint, oral or written, received from any occupant of property in the vicinity of the South Mine or the Additional CITY Property or any Governmental Authority within forty-eight (48) hours of receipt of said complaint. LAFARGE further agrees to meet with the CITY'S designated representative at that representative's request on a quarterly basis or more frequently as is reasonably necessary. LAFARGE agrees to use its best efforts to investigate and resolve any complaints in consultation with the CITY'S representative. LAFARGE shall also provide the CITY with copies of all governmental notices, reports, complaints, inspection reports or other documents that relate to compliance with any governmental regulations within fourteen (14) days of receipt of same by LAFARGE. The CITY acknowledges that LAFARGE may receive complaints that are actually related to the construction of the Storage Facility or Storage Facility Operations, which the CITY and LAFARGE shall together address upon referral from LAFARGE.

(c) LAFARGE has investigated the compatibility of the storage of lime sludge on Levels 1 and 2 of the South Mine, while undertaking Mining Activities in the South Mine. LAFARGE has reviewed applicable local, state and federal regulations regarding such storage, including the effects of potential byproducts from the lime sludge (hydrogen sulfide, methane, pH, etc.), to determine whether such byproducts will be created under the conditions present in the South Mine at the time of final disposal. LAFARGE will also conduct any atmospheric or other monitoring requirements for ongoing Mining Activities. If necessary, LAFARGE will conduct another review of these issues after the CITY receives the Governmental Approvals to determine if any conditions of the Governmental Approvals affect Mining Activities. Assuming the CITY is issued the necessary Governmental Approvals, underground mining would continue simultaneously on Levels 1 and 2, to the extent of any reserves, and on Level 3 in the future

provided LAFARGE first certifies to the CITY that such Mining Activities can be conducted adhering to all applicable federal, state and local safety requirements.

(d) The CITY reserves the right to impose additional conditions, terms, restrictions or other requirements reasonably determined to be necessary by it for the public health, safety and welfare of its citizens with respect to the Mining Activities contemplated by LAFARGE and described herein; provided that such conditions, terms or restrictions shall not be in contravention with the intent and purpose of this Lease or conflict with any other applicable laws, statutes, ordinances, order, decrees, rules or regulations.

7. LAFARGE'S Mining Rights.

(a) LAFARGE desires to economically extract the remaining Aggregates from Levels 1 and 2 of the South Mine and all the suitable Aggregates from Level 3 until such later date as this Lease is terminated by its terms. LAFARGE shall be allowed to engage in Mining Activities on all three levels of the South Mine as follows:

(i) LAFARGE shall not mine any closer than a five (5) foot setback from the boundaries of the CITY Property, not including easements and rights-of-way on the west property boundary. However, this restriction shall not apply to the east side of the South Mine contiguous to the ComEd Property. Further, LAFARGE shall not further mine on any level within seventy-five (75) horizontal feet in any direction of the CITY'S existing deep monitoring well located in the northwest corner of the South Mine's current setback as depicted on **Exhibit F**. (Just surface exhibit)

(ii) LAFARGE shall be allowed to mine south of the southern property boundary of the CITY Property to the centerline of Sullivan Road, an area which is bounded by the eastern and western property lines of the CITY Property.

(iii) The boundary of mining of the ComEd Property shall also be the centerline of the Sullivan Road right of way.

(b) Mining of Level 3 of the South Mine shall use a mine design (mine heights, room and pillar geometry and sill thickness) that is similar to that employed for Levels 1 and 2 of the South Mine by accessing Level 3 through drifts from the Conco Mine until LAFARGE, in its sole discretion, determines the reserves have been commercially exhausted or that mining is no longer commercially feasible. LAFARGE must maintain a mine floor in Level 3 that is no lower than an elevation of 230 feet above mean sea level, based on reference datum supplied by the CITY and the limits of the Mining Activities shall be no closer than a 5-foot setback from the property boundaries, except for the 75-foot setback requirement from the CITY'S existing deep monitoring well as described in Section 7(a)(i) above. LAFARGE will provide the CITY and any Governmental Authority with access to the South Mine for any purpose from the Conco Mine as long as the portal to the Conco Mine is open. At such time as the portal is closed, for the purpose of reclamation pursuant to the Village of North Aurora's zoning approvals, LAFARGE will provide access from the Ventilation Shaft.

(c) In the event that the City does not receive the Permit or any other required Governmental Approvals, Lafarge will be relieved of the Storage Facility Operations obligations, but will be required to pay royalties on any Aggregates extracted from the South Mine or Additional CITY Property. Alternatively, LAFARGE will cease Mining Activities on Levels 1 and 2 in the event the CITY elects to construct the UIC Injection System under the UIC Permit and LAFARGE must close the drifts on Levels 1 and 2 to construct the Kennedy Stoppings as described in Section ____ below.

8. Construction of the Storage Facility and Operational Considerations.

(a) The Parties shall act in good faith to secure and maintain the necessary Governmental Approvals. Each Party shall pay 1/2 the cost of any necessary Governmental Approvals, including all costs associated with the IEPA Permit acquisition.

(b) Within six (6) months of the issuance of the Governmental Approvals (subject to Unavoidable Delays, as hereinafter defined), or as otherwise required by any Governmental Authority, LAFARGE shall, at its sole cost and expense, subject to the CITY's reimbursement obligations under Section 8(b), construct, consistent with all Governmental Approvals, the Storage Facility and complete the required improvements ("Storage Facility Improvements") at the Conco Mine and shall begin to receive lime sludge from the CITY'S Water Treatment Plant. As used herein, the term "Unavoidable Delays" means an event or circumstance which is beyond the control and without fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent provided that event or circumstance is limited to the following: (i) any strike, lockout, labor trouble or other industrial disturbance at a national level, and by labor not employed by the affected Party, its contractors, subcontractors or its suppliers and which affect an essential portion of the work, but excluding any industrial dispute which is specific to the performance of the work and services under this Lease by either Party; any civil disorder, insurrection or riot; any act of the public enemy, act of terrorism, blockade or war; any inability to procure materials, product, equipment or labor; any failure of power; any restrictive laws or regulations; any intervention or order of any Governmental Authority; any action or failure to take action on the part of any Governmental Authority or utility company; any fuel shortage; any, accident, explosion, fire, flood, adverse weather, earthquake or other casualty; and/or any act of God; and (ii) any other cause beyond the reasonable control of the nonperforming Party. If by reason of

Unavoidable Delay such party is unable to perform in whole or in part its obligations under this Agreement as a direct result of such event, then in such event such inability to perform, so caused, shall not make such party liable to the other.

(c) The Storage Facility Improvements shall include, but not be limited to:

(i) Construction of a dump shaft from the surface of the Conco Mine 250 feet down to Level 1 to control flow of lime sludge deposits, together with necessary gates and lighting as mutually determined by LAFARGE and the CITY;

(ii) Construction of a haul road at the Conco Mine to allow the trucks hauling the lime sludge from the existing lagoons at CITY's Water Treatment Plant to the Conco Mine where the lime sludge will be deposited directly into the dump shaft or may be placed in a holding area if allowed under the Governmental Approvals. LAFARGE represents that the holding area is necessary to facilitate LAFARGE's staging of the dumping and transporting of the lime sludge at the Conco Mine and that the holding area will be constructed to avoid contamination of the lime sludge or any negative impacts from the weather or otherwise. The location of this portion of the Storage Facility on the Conco Mine is illustrated in **Exhibit G**; and,

(iii) Any other improvements required by the Governmental Approvals, including the IEPA permit(s).

(d) The method of excavating, loading, storing, transporting and disposing of the lime sludge is as follows:

(i) LAFARGE will: (1) station a backhoe at the CITY's Water Treatment Plant lagoons (as located on **Exhibit H**) to place the lime sludge into haul trucks once the lime sludge is sufficiently dewatered (as set forth below or as otherwise required by any

Governmental Authority) to be transported to the Storage Facility; and (2) schedule haul trucks on a periodic basis as required below or such other schedule as reasonably requested by the CITY or as mutually agreed by the Parties to pick up the lime sludge from the lagoons and deliver the lime sludge to the approved holding area at the Conco Mine or deposit it directly into the dump shaft.

(ii) LAFARGE will deposit the lime sludge down the dump shaft;

(iii) LAFARGE will then transport the lime sludge underground for storage on Levels 1 and 2 of the South Mine in a manner agreed to by the CITY in order to allow the CITY to use the unaffected areas in Levels 1 and 2 for other forms of storage after the Storage Facility Operations cease and consistent with all Governmental Approvals.

(e) The CITY represents that the raw water that generates the lime sludge consists of a variable amount of Fox River water and deep and shallow well groundwater. Depending on the season, the volume of treated water produced by the CITY varies considerably with comparable results in the amount of lime sludge generated. Under low sludge production conditions (November to April), a 3,000 cubic yard capacity lagoon would fill in 30 to 35 days, with dewatering taking another 30 to 50 days, prior to the need to haul it for ultimate disposal in the Storage Facility. During high sludge production conditions (May to October), a 3,000 cubic yard, lagoon can fill in less than 15 days, with dewatering taking an additional 30 to 50 days. The dewatering of the sludge is highly variable. Factors that can affect the speed of dewatering are: precipitation; freezing/thawing conditions, raw Fox River water quality, relative proportion of raw river water to raw well water used by the treatment facility, chemical treatment required, and other factors. The CITY will use reasonable efforts to dewater the lime sludge either by employing the many techniques it is currently using or any newer techniques developed to help

in dewatering the lime sludge. In either event, the City will take all reasonable steps in an effort to insure that the consistency of the lime sludge is sufficiently dewatered so that it can be placed in trucks by Lafarge and transported to the Conco Mine for depositing in the dump shaft as described elsewhere in this Lease.

(f) The CITY represents that the lime sludge generated by the Water Treatment Plant requires management as a waste under the current IEPA regulations. It is not, however, considered a Special Waste and does not require manifesting.

(g) There are five (5) on-site dewatering lagoons at the Water Treatment Plant that are used to store and dewater the lime sludge. Lagoon Nos. 1, 2, 4, and 5 are used year round, while Lagoon No. 3 is primarily reserved for use during peak lime sludge production (summer months or during emergency situations). Lagoon Nos. 3 and 4 are large, clay-lined lagoons. Lagoon No. 1 is a smaller, long, clay-lined lagoon with a 3-foot high wall to increase this lagoon's storage capacity. Lagoon Nos. 1, 3, and 4 provide backhoe access from the site's gravel access drives. Lagoon Nos. 2 and 5 are concrete-lined lagoons with a reinforced concrete access platform along at least one side to allow backhoe access. The approximate capacities of each lagoon are listed below.

(h) In order for the lime sludge to be safely hauled off-site for ultimate disposal in the Storage Facility, the sludge must pass the "paint filter test" at the place of generation. The CITY Water Production Division's laboratory staff will perform the paint filter test one time, on a daily basis, prior to LAFARGE'S hauling of the material. The lime sludge generally passes the paint filter test at 38% to 50% solids. The CITY will collect the samples for the paint filter test, but may request assistance from LAFARGE when LAFARGE is on site. The exact sampling procedure will be coordinated daily between the CITY and LAFARGE. Under

the direction of the Superintendent of Water Production, the hauling of lime sludge may need to be halted or postponed for a period of time to accommodate special, emergency, or other operational activities at the Water Treatment Plant. LAFARGE will follow the direction of the Superintendent of Water Production when the hauling of lime sludge may be temporarily halted.

(i) The timely management and disposal of the lime sludge is absolutely critical to the CITY'S continuous operation of the Water Treatment Plant. Because of the plant's limited on-site storage capacity during peak lime sludge production, unless halted or postponed by the Superintendent of Water Production as set forth above, lime sludge must begin to be hauled away within forty-eight (48) hours of notification from the CITY (under normal circumstances scheduling is typically completed a week in advance). It is imperative that a lagoon be emptied of its content within ten (10) days (for a 3,000 cubic yard lagoon) from notification by the CITY, or a somewhat longer lead time for a larger lagoon, which may include the complete replacement of the underdrain and installation of additional drainage tile if necessary. Notwithstanding anything contained herein to the contrary, performance of all obligations described in this Section 7(h) is subject to Unavoidable Delay and the provisions of Subsection 7(m) below.

(j) Each lagoon has a dual drain system consisting of the following:

(i) Telescopic and gate valve systems located in an overflow manhole structure designed to control the independent level of the decant surface water to the sanitary sewer system.

(ii) An underdrain system designed to facilitate the evacuation of water percolating down through the sludge to the bottom of the lagoon. The underdrain system consists of 10 inch perforated Advanced Drainage Systems, Inc. ("ADS") pipes wrapped with a

thin drainage fabric, embedded in open graded pea gravel stone and encased in a cast-in-place concrete trough to protect it during the excavation of the lime sludge. Pipe material shall be perforated corrugated polyethylene with a smooth interior as manufactured by ADS and shall be furnished with a nylon fabric wrap.

(iii) The operation of all valves and underdrain systems is to be controlled and performed by the CITY only. LAFARGE's cooperation with the CITY is required.

(k) Lagoons Nos. 3 and No. 4 have a 16 foot wide reinforced concrete ramp in the east-west centerline of both lagoons serving as a structural mat to support the weight of the specified track backhoe currently used at the Water Treatment Plant and to be used by LAFARGE. It may be necessary for staging movement of the lime sludge from the center of the lagoons to their side banks. Stone ramps on both ends of Lagoons Nos. 3 and 4 provide ingress and egress from the gravel roadway to the bottom of the lagoons.

(l) Ingress and Egress to the lagoon site area.

(i) Ingress to the lagoon site area (within the overall Water Treatment Plant's secured site) is provided from the main entrance located on Mitchell Road. No guardrails or parapets exist in and around the steep edges of the lagoons except for Lagoon No. 1, which has a three foot high concrete wall for the purpose of storing additional lime sludge within the lagoon. Extreme caution is required in and around all lagoons by all motoring vehicles and equipment at all times. Both the CITY and LAFARGE need to exercise such caution.

(ii) Egress from the lagoon site area is provided either from the main southeast facility entrance from Mitchell Road or from a concrete driveway located west of Lagoon No. 1 to Route 25 (this location is restricted to egress only).

(m) Except as hereinafter provided, LAFARGE is responsible, at its own cost, for keeping the internal gravel access roadways in good condition, free of potholes, roots and ice and is expected to repair any damages that may occur to said roadways with CA-6 crushed limestone; provided, however, that once a year, at the direction of the Superintendent of Water Production, the CITY will pay LAFARGE to rehabilitate the roadways as directed by the CITY at the rate(s) (the “Applicable Rate”) set forth on **Exhibit I** (the “Pricing Chart”). It is estimated that 500 tons of CA-6 crushed limestone spread evenly and compacted over the existing roadways is adequate to rehabilitate the gravel roadways to a condition satisfactory to the CITY. The supply and installation of CA-6 crushed limestone once a year shall include the fine grading of the stone, compaction, and all appurtenances. The Applicable Rate for the work described in this Section 7(m) shall include labor, material, and equipment to place a variable thickness of crushed limestone.

(n) Work at the Water Treatment Plant site shall be confined to the period beginning at 5:30 A.M. and ending at 6:00 P.M. every day, except Sundays and holidays when no work will be done unless there is an emergency. However, if approved in writing by the CITY, Lafarge may extend the hours or add Saturdays at reasonable frequency to accommodate required removal of lime sludge if Lafarge either pays the City for a City employee to conduct the necessary testing or is allowed under the Permit to have such testing performed by a qualified third party laboratory. Deviation from this time frame must be approved by the CITY upon written request from LAFARGE, except in case of emergency.

(o) Below is a chart of the approximate time durations to fill and empty/haul each of the five lagoons during different time periods of the calendar year (the approximate volumes of each lagoon are also listed):

Time to **FILL** Lagoons by Water Treatment Plant (typical number of days):

Warmer Months: (May, June, July, August, September, October)

Lagoon #1 – 15 days

Lagoon #2 – 15 days

Lagoon #3 – 38 days

Lagoon #4 – 47 days

Lagoon #5 – 15 days

Time to **FILL** Lagoons by Water Treatment Plant (typical number of days):

Cooler Months: (November, December, January, February, March, April)

Lagoon #1 – 31 days

Lagoon #2 – 26 days

Lagoon #3 – 70 days

Lagoon #4 – 72 days

Lagoon #5 – 26 days

Approximate Volume of each lagoon:

Lagoon #1 – 3,000 CY

Lagoon #2 – 3,000 CY

Lagoon #3 – 5,000 CY

Lagoon #4 – 6,000 CY

Lagoon #5 – 3,000 CY

(p) Except as set forth above, the CITY will perform and pay for the required sampling of the lime sludge solely at the Water Treatment Plant. The Parties do not contemplate

the necessity of any further testing, although the CITY shall perform and pay for any additional testing, if required, except as set forth above.

(q) LAFARGE shall take all necessary precautions to keep the lagoon areas, adjacent portions of the Water Treatment Plant, gravel roadways, and all public streets free of lime sludge and debris from LAFARGE'S hauling operations. All tankers, trailers, or other vehicles used to transport the lime sludge shall be water tight so that no spills or leaks occur. LAFARGE is responsible for any fines and any cleanups of any spilled materials on any public or private roadways while in transit from the Water Treatment Plant to the Conco Mine.

(r) LAFARGE shall provide the equipment and labor to excavate, remove, and stage the lime sludge from the lagoons into the hauling vehicles as follows:

(i) The equipment shall consist of a "60 foot long reach track backhoe" (referred herein as a Long Reach Backhoe). No other type of backhoe shall be allowed to excavate the lime sludge from the drying lagoons, without specific written approval of the CITY.

(ii) The Long Reach Backhoe shall be equipped with a smooth edge bucket manufactured for this purpose. No other bucket will be allowed, including toothed buckets modified with a steel plate to make a smooth surface.

(iii) LAFARGE understands that it is obligated to have an employee or sub-contractor under its control, as well as the necessary Long Reach Backhoe, available to meet the requirements of this Lease. LAFARGE shall provide the name and emergency contact information for the operator to the CITY prior to starting work associated with this Lease. LAFARGE shall be required to keep its operator available at all times, subject to verbal or written notification provided by the CITY to LAFARGE. Only written justifications of sickness,

vacations, and/or job change will be permitted by the CITY for LAFARGE to replace the operator.

(s) As it is the nature of the lime sludge to be soft and unstable at the time of hauling, haul trucks used to haul the lime sludge from the Water Treatment Plant to the Conco Mine shall be equipped with tailgate sludge locks and LAFARGE'S truckers shall be required to fasten the sludge locks during the hauling operation. The CITY shall reject any trucks from hauling lime sludge that do not have sludge locks on their tailgates or fail to fasten their sludge locks prior to loading.

(t) LAFARGE shall take steps to prevent the lime residue from freezing to the interior of the haul trucks.

(u) LAFARGE intends to weigh each fully loaded haul truck when it reaches the Conco Mine and then again upon leaving the mine to determine the tonnage of the lime sludge.

(v) During the summer months, considerable amounts of dust can be generated by the trucks and equipment engaged in the lime sludge operations that are utilizing the gravel roadways at the Water Treatment Plant. It shall be the responsibility of LAFARGE to water down these gravel roadways on an as needed basis to keep dust under control.

(w) Each lagoon has a center replaceable underdrain pipe. This pipe must be replaced from time to time and is typically replaced every fourth time the lagoon is cycled from full to empty. The CITY will notify LAFARGE when the underdrains need to be replaced. This work shall consist of removing, disposing of, and replacing the existing washed open graded pea gravel stone, geotextile fabric, and 10 inch ADS drain pipe with new material as specified. All material tainted with lime sludge shall be disposed of in a permitted landfill. The new pea gravel

stone shall be placed to completely cover the underdrain pipe to a minimum depth of 6 inches on all sides. This work shall include new pipe materials installed in place, based on the length of the trough shown in the table below:

Lagoon #1	264 LF
Lagoon #2	230 LF
Lagoon #3	172 LF
Lagoon #4	245 LF
Lagoon #5	220 LF

(x) LAFARGE understands that should LAFARGE make a defective installation of the underdrain pipe causing the lime sludge to enter into the CITY's on-site 12 inch sanitary sewer and then to the off-site 24 inch sanitary sewer owned by the Fox Metro Water Reclamation District, LAFARGE shall be responsible for cleaning at its own cost the affected portions of these sanitary sewers to the satisfaction of the CITY.

(y) Additional drainage tile/pipe is typically placed in each lagoon when it has been emptied to assist in the gravity drainage of water from the lime sludge. The drainage tile is positioned in each lagoon such that water is collected and directed toward the center underdrain piping. A picture of a typical installation of additional drainage tile in an empty lagoon is below. The material shall be a four (4) inch perforated corrugated polyethylene with a smooth interior as manufactured by ADS and furnished with a nylon fabric wrap. Small piles of pea gravel stone are placed on top of this pipe to prevent the floating of the pipe during initial filling of the lagoon. The CITY will further coordinate this activity with LAFARGE. The replacement of the additional drainage tile pipe material in each lagoon prior to filling with lime sludge shall include stone, fabric, pipes, labor and all appurtenant work stated in this Lease. Additional drainage tile

shall be installed by LAFARGE in the lagoons when requested by CITY and in a fashion similar to the below picture. The Parties consider open graded pea gravel aggregate placement to prevent pipe from floating to be an incidental cost.



(z) The removal, disposal, and replacement of the 10 inch center underdrain system in each lagoon by LAFARGE shall include stone, fabric, pipes, labor and all appurtenant work stated in this Lease.

(aa) Each time a lagoon is emptied and the 10 inch underdrain is not replaced, LAFARGE shall supply and install open graded pea gravel aggregate over the top of any existing 10-inch underdrain and shall include stone, labor, operator time, machine time, and all appurtenant work stated in this Lease. Open graded pea gravel aggregate/stone shall be placed to fully cover the underdrain pipe with six (6) inches of stone material.

9. Costs of Operation.

(a) The CITY shall reimburse LAFARGE \$550,000 for the construction of the Storage Facility Improvements (the "CITY'S Contribution"). Any costs incurred in the construction of the Storage Facility Improvements in excess of the CITY'S Contribution shall be

paid solely by LAFARGE. LAFARGE shall provide the CITY notice of substantial completion of the Storage Facility Improvements. The CITY shall have thirty (30) days or such longer time as reasonably necessary if any Governmental Authorities must be physically present, to inspect the Storage Facility and it either accept the improvements or require LAFARGE to take additional actions to reasonably complete such improvements. Once the CITY has accepted the Storage Facility Improvements, the CITY will pay LAFARGE pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1.

(b) LAFARGE will charge \$19.00 per ton for each wet ton of lime sludge transported to the Storage Facility, with a minimum annual payment of \$570,000 per calendar year regardless of the actual tonnage based on an effective minimum wet tonnage of 30,000 tons. The payment for the handling of these wet tons shall be as follows:

(i) As the Parties anticipate the Storage Facility Operations will commence prior to the start of a calendar year, the minimum annual payment shall be prorated for the first partial year based on the CITY's average monthly volume for each affected month prorated for that partial year. For example, if the commencement date is October 1, 2019, the annual payment for 2019 would be based on the historical averages for October through December. If the actual volume exceeds those averages, no additional payment would be owed by the CITY. If there is a shortfall, the CITY will pay the difference.

(ii) After the first partial year, the CITY will pay LAFARGE for the actual wet tonnage hauled as long as it exceeds 30,000 wet tons. If there is a shortfall, the CITY will pay LAFARGE the difference to equal the \$570,000 as adjusted, unless due to Unavoidable Delays.

(iii) If 30,000 wet tons are not transported to the Storage Facility in any calendar year due to an Unavoidable Delay or some action or inaction on the part of LAFARGE or its officers, employees, agents, successors, assigns, contractors, consultants and all other persons, firms and corporations acting on their behalf or with their authority, the CITY shall not be obligated to pay the minimum annual payment that calendar year but will pay \$19.00 per ton for each wet ton of lime sludge actually transported to the Storage Facility that year.

(iv) The per wet ton charge will be adjusted annually for inflation using the Construction Cost Index (“CCI”) for the Chicago Area as published in the Engineering-News-Record (“ENR”) as compared to the same CCI of January 1st of the previous year.

10. Storage of Lime Sludge is Exclusive. Only lime sludge from the CITY’s Water Treatment Plant and no other material of any kind will be accepted by LAFARGE at the Storage Facility and/or placed in the Storage Facility. If the CITY decides to accept lime sludge for storage in the Storage Facility from other municipalities or entities, the Parties will engage in a good faith collaborative process to arrive at a consensus approach as to how to modify the terms and conditions of this Lease to accomplish such objectives, both economically and procedurally.

11. Other Reimbursable Costs to LAFARGE for Storage Facility Operations.

(a) Except as hereinafter provided, all work set forth herein will be included in and is part of the per wet ton charge to the CITY by LAFARGE; provided, however, that, the CITY shall reimburse LAFARGE for the cost of performing various components of maintenance with respect to the Water Treatment Plant (including, without limitation, any lagoons adjacent thereto or forming a part thereof that are used as part of the water treatment process or dewatering lime sludge) in accordance the Applicable Rates set forth on the Pricing Chart found in **Exhibit J**. On January 1st of each calendar year during the duration of this Lease, the

Applicable Rates will be adjusted according to the change in the CCI for the Chicago Area as published in the ENR as compared to the same CCI of January 1st of the previous year. This adjustment can be either positive or negative and will not affect any other terms and conditions stated in this Lease

(b) LAFARGE shall submit a request for payment for work completed under Section 8(a) to the CITY on a monthly basis. LAFARGE'S request for payment shall be based upon the wet tonnage measured at the scale at the Conco Mine. The CITY shall have the right to review or audit LAFARGE'S requests. Each request shall be accompanied by the LAFARGE'S Sworn Affidavit and partial waiver of lien, with lien waivers one month in arrears. Partial waivers of lien from each and every subcontractor and supplier from whom services and materials were obtained during the period covered by the payment request shall also be submitted to the CITY prior to the next pay request ("one month in arrears"). A pay request for the following month will not be processed without partial waivers from all subcontractors and suppliers.

(c) It shall be the responsibility of LAFARGE to provide the CITY, with each pay request submitted, measured weight tickets of each load of lime sludge hauled from the Water Treatment Plant for all days hauling was performed. LAFARGE shall weigh each truck with the lime sludge as it enters the Conco Mine and then the empty truck upon its exit. The difference in weight shall be the amount of wet tonnage to which LAFARGE submits a request for payment. Each weight ticket shall clearly state and include, at a minimum, the Disposal Facility name, truck identification numbers, gross weight, tare weight if applicable, net weight, time and date of each weight measurement, scale operator identification, and any other pertinent information. LAFARGE shall be paid on a wet ton basis determined by the Conco Mine scale.

LAFARGE agrees to provide the CITY with periodic truck scale certifications as generated by inspections through the State's Bureau of Weights and Measures.

(d) For any persons employed by Lafarge or its subcontractors in the Storage Facility Operations, they shall be paid not less than the prevailing rate of wages as found by the Illinois Department of Labor or determined by a court of review for Kane County for all laborers, workers, drivers, operators, and mechanics performing work. LAFARGE and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them in the Storage Facility Operations, and also showing the actual hourly wages paid to each of such persons. The submission by LAFARGE and each subcontractor of payrolls, or copies thereof, is not required. However, LAFARGE and each subcontractor shall preserve their weekly payroll records for a period of seven (7) years. If the Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply to this Lease for the remainder of any calendar year, without increase in the per tonnage rate for any year.

12. Safety Procedures Relating to Storage Facility Operations.

(a) The Parties shall comply with all Occupational, Safety and Health Administration ("OSHA") safety standards while working at the Water Treatment Plant. LAFARGE shall comply with all Mine Safety and Health Administration of U.S. Department of Labor ("MSHA") requirements at the Conco Mine and the South Mine. To the extent the CITY makes any inspections of the underground facilities on Levels 1, 2, or 3 or enters the Conco Mine, the CITY employees or consultants involved in such work shall meet LAFARGE'S mine safety training standards.

(b) LAFARGE shall be responsible for its activities and those of any of its employees, subcontractors or agents relating to its Storage Facility Operations. Similarly, the CITY shall be responsible for the safety of its employees at the Water Treatment Plant, including those who interface with LAFARGE'S employees or subcontractors. In undertaking these various activities, neither Party shall be understood to control the operations of others, except for those certain functions the CITY or LAFARGE has reserved for themselves.

(c) LAFARGE shall arrange for all of its employees who will be working on the CITY Property to take any appropriate safety and health training courses applicable for the site conditions. The costs and expenses of these courses shall be paid by LAFARGE. LAFARGE is responsible for providing, at its own expense, all personal protective clothing and equipment required for its employees to perform their work in a safe manner. LAFARGE is responsible for ensuring that such equipment is in good condition and is properly inspected and maintained.

(d) In cases where a job safety plan or equivalent document (e.g., health and safety plan) has been prepared or adopted by the CITY, LAFARGE must, at a minimum, use the equipment and follow the procedures described in such plan. This does not relieve LAFARGE of the responsibility to provide equipment and institute procedures affording a greater degree of protection than those specified in that plan, if such equipment and procedures are necessary for LAFARGE to perform its tasks in a safe manner and in compliance with applicable local, state, and federal regulations. To the extent that the CITY is aware of such equipment or procedures, it shall advise LAFARGE accordingly.

(e) The adequacy of all safeguards relating to the Storage Facility Operations is the responsibility of LAFARGE, as well as all materials, tools, and equipment services

furnished by LAFARGE. The CITY reserves the right to inspect the equipment and tools that will be used from time to time to perform the Storage Facilities Operations. LAFARGE agrees to exercise due care. To the extent that LAFARGE considers any plans, specifications, drawings or aspect of Storage Facility Operations might not be consistent with the Government Approvals, LAFARGE shall promptly stop work on the part of the work. LAFARGE shall then promptly notify the CITY in writing of such opinion and in what respect LAFARGE has concerns and shall not proceed with the part of the work so identified until a written order has been received from the CITY directing what is to be done and when to proceed.

(f) Additionally, LAFARGE shall: (1) be responsible for repairing any damage to any structure, walkway, roadway, fence, etc., arising in connection with the work performed; (2) bear the responsibility for repairing and/or replacing any equipment or materials damaged by LAFARGE or any of its subcontractors; (3) after written approval by the CITY or as required by any Governmental Approvals or authority, post warning signs adjacent to all work areas indicating any hazards as the work progresses; and (4) provide necessary temporary lighting, wiring, globes, guard lights, barricades, or any other items required by regulations, standards, or laws established for public protection and safety or to facilitate the work.

(g) All manmade structures including, but not limited to, fences, ramps, retaining walls, overflow structures, pedestrian bridge, clay banks of drying beds, underground utilities and others, which are damaged or disturbed by LAFARGE during excavation and hauling of the lime sludge shall be repaired, restored, and/or replaced to their original conditions, at LAFARGE's expense.

(h) The Parties understand that the safety of LAFARGE'S employees and the CITY'S employees when working in or around the lime sludge lagoon area must of primary

concern to both Parties and safe working conditions must be maintained at all times. During Storage Facility Operations, LAFARGE will be solely responsible for the safety of the lagoon site area. LAFARGE is also required to leave the lagoon area in a safe and secure condition when leaving for the day or an extended period of time as the CITY's staff will be in that working area to operate and maintain the lagoons. The Parties understand that at times CITY and LAFARGE employees or subcontractors may be in the lagoon area at the same time. All subcontractors employed by LAFARGE shall also observe all applicable safety regulations. LAFARGE shall be responsible for the cost of any fines levied against the CITY due to LAFARGE'S failure to comply with any safety regulations.

13. General Requirements.

(a) The CITY understands that LAFARGE may subcontract any portion of the construction of the Storage Facility, including *inter alia*, the dump shaft and the advance of the Ventilation Shaft to Level 3. LAFARGE will obtain written consent from the CITY for any subcontractors being used in the excavation, handling, hauling, disposal or dumping of the lime sludge. which consent shall not be unreasonably withheld by the CITY. All other work at the Conco Mine will be undertaken by LAFARGE'S employees.

(b) LAFARGE shall cooperate with the CITY's employees and/or others performing services for the CITY in connection with the dewatering lagoon facilities at the Water Treatment Plant and the CITY pledges similar cooperation with LAFARGE.

(c) Other than for the IEPA permit(s) required to develop and operate the Storage Facility, which the Parties shall jointly seek, LAFARGE shall be responsible for obtaining all permits including but not limited to, all environmental permits and any permit necessary for transporting the lime sludge and moving equipment over the CITY or county

streets and state highways. LAFARGE shall pay all charges and fees, the cost of which will be included in the price for the Storage Facility Operations.

(d) LAFARGE shall furnish to the CITY upon request any and all certificates of approval resulting from required inspections of LAFARGE'S scale at the Conco Mine or any other inspections related to the Storage Facility Operations.

(e) LAFARGE shall perform all work and services in a good and workmanlike manner. LAFARGE will correct work, including any Storage Facility Operations that does not meet the standards set forth in this paragraph, at its own cost and expense. LAFARGE warrants that all equipment it provides will be in good condition when consigned to the job and that its personnel will be capable of performing the tasks to which they are assigned. LAFARGE acknowledges that it understands that there may be risks of exposure to lime sludge, which are presented to persons, property, and the environment by the tasks encompassed by this Lease. Lafarge also understands that the City has been able to remove lime sludge from the lagoons without any significant safety risks for years.

(f) LAFARGE understands that the CITY maintains the Water Treatment Plant as a secured site and LAFARGE shall be responsible for providing a level of security that will ensure control, accountability, and protection to the work area, tools, materials, and equipment involved at the Water Treatment Plant consistent with the CITY'S security requirements.

(g) LAFARGE shall not take and is not authorized to take any action in the name of or otherwise on behalf of the CITY which would violate the Governmental Approvals, applicable laws or regulations. If LAFARGE or its subcontractors perform any part of the

Storage Facility Operations, contrary to applicable laws or regulations, or any Governmental Approvals, any additional costs resulting therefrom shall be borne by LAFARGE.

(h) LAFARGE shall not enter into negotiations with any Governmental Authority or agency to develop variances or revisions to laws or regulations applicable to the Storage Facility Operations without the CITY'S prior written approval.

(i) LAFARGE shall provide an adequate number of competently trained personnel with sufficient supervision to undertake the Storage Facility Operations and LAFARGE shall provide identification of its personnel and any subcontractor's personnel if requested by CITY. Any LAFARGE employee or any subcontractor's personnel whose employment is reasonably detrimental or objectionable to the CITY shall be immediately transferred from the premises upon the CITY'S written request. The making of such request shall not be construed as placing the CITY in charge of the Storage Facility Operations or making the CITY responsible for the safety of such operations. All on the road vehicles or equipment shall be identified by LAFARGE'S name for the purpose of identification, or that of any subcontractor.

(j) LAFARGE shall transport the lime sludge to the Storage Facility at the Conco Mine in accordance with all applicable governmental requirements, including U.S. and Illinois Department of Transportation regulations.

(k) Due to security protections at the Water Treatment Plant, no one is allowed to enter the Water Treatment Plant during the time when lime sludge is being removed and hauled without first advising the CITY of the purpose of the visit, name, phone numbers of the people entering the plant and license numbers of vehicles entering the plant.

14. Contingency Plan. LAFARGE and the CITY agree to work together in good faith to come to an agreement for LAFARGE to build dewatering lagoons on the Conco Mine property in the event that the Water Treatment Plant needs to be expanded into the area where the existing dewatering lagoons are located. The proposed operation would involve the liquid lime sludge being pumped to new dewatering lagoons located on the Conco Mine at the CITY'S sole cost, which would be located near the end of the haul road and dump shaft to direct the lime sludge to be removed from the LAFARGE lagoons and dropped into the Conco Mine.

15. Extension of the Term and Additional Mining Opportunities.

(a) LAFARGE estimates that the Aggregates located under the Additional CITY Property would add at least five (5) years of reserves. The CITY agrees that if it sells the surface rights to the Additional CITY Property, it will retain the mineral rights, including the right to mine minerals including Aggregates. The CITY is willing to consider rezoning the Additional CITY Property to allow underground mining. If such zoning is granted and the CITY agrees to allow LAFARGE to mine under the Additional CITY Property in the future, the Extended Term shall apply.

(b) LAFARGE also believes that there are substantial reserves of Aggregates adjacent to the South Mine and also south of the South Mine across Sullivan Road. The CITY is willing to consider rezoning such properties to allow underground mining, assuming that LAFARGE is able to verify the quality of the Aggregates and obtain leases for such properties. The CITY may extend the term of this Lease by the length of time necessary for LAFARGE to extract such Aggregates from any additional properties that LAFARGE is able to lease.

16. Parties' Right of Access to the Conco and South Mines.

(a) In order for LAFARGE to engage in Mining Activities, the CITY grants LAFARGE the reasonable right to ingress and egress to and from the South Mine and the right to make temporary excavations, stockpiles, impoundments, settling basins, berms and roads in the subsurface of the South Mine, as may be necessary to mine, produce, process, save and take care of such Aggregates on, to or from the South Mine. The Parties recognize that the only current direct access to the South Mine is from the Conco Mine through the drifts (a/k/a tunnels) under the Tollway.

(b) The CITY also grants to LAFARGE, its designees, successors and assigns the right to use any existing or future public or private utility easement(s) that are located over, upon, across, through and under the subsurface of the South Mine to provide electricity, gas, water, sewer (storm and sanitary), telecommunications and any other utilities for Mining Activities or Storage Facility Operations to the extent available and provided such use does not have an Adverse Effect, as defined in Section 32(d) below, on the construction and operation of the Storage Facility.

(c) LAFARGE grants to the CITY supervised access to the South Mine through the Conco Mine consistent with the mine safety regulations set out in **Exhibit K** and subject to the following conditions:

(i) The CITY shall be allowed supervised access to all Levels of the South Mine to observe Mining Activities, and Storage Facility Operations on Levels 1 and 2 as applicable, and as required by any Governmental Authority or under any Governmental Approval;

(ii) Non-emergency supervised access will be limited to normal hours of operation of the Conco Mine (currently 6:00 a.m. to 3:00 p.m.);

(iii) Such supervised access shall be undertaken by the CITY to avoid substantial interference with LAFARGE'S Mining Activities;

(iv) LAFARGE will provide emergency supervised access to the CITY upon request;

(v) Both Parties recognize that reasonable restrictions to access and control of access by LAFARGE are necessary because of blasting activities and other Mining Activities by LAFARGE in both the South Mine and Conco Mine and all other requirements of mine safety. LAFARGE shall be responsible for assigning an employee to lead CITY representatives into the Conco Mine to gain access to the South Mine and monitor the activities of the CITY and its contractors and consultants while they are in the mines.

(vi) The CITY and any Governmental Authority shall be allowed access to the Storage Facility Improvements, including the Conco Mine and the South Mine, for the purpose of monitoring the Storage Facility, the Storage Facility Improvements and the Storage Facility Operations or any other purpose as may be required by the Permit or any other applicable Governmental Approvals. In the event LAFARGE ceases Mining Activities in the Conco Mine and is obligated to close the portal to the Conco Mine to conform to the reclamation plan approved by the Village of North Aurora, the CITY shall have access to the South Mine from the Ventilation Shaft. To facilitate any inspections after LAFARGE closes the portal, Lafarge agrees at LAFARGE'S sole cost, to advance the Ventilation Shaft from Level 2 to Level 3 prior to the time it closes the portal. Provided however, that notwithstanding anything in this paragraph or this Lease to the contrary, if the IEPA Permit or other Governmental Approvals do not allow use of the Ventilation Shaft for inspections in the event the portal is closed, then the CITY may elect to construct the UIC System.

17. Mine Operations and Safety.

(a) LAFARGE shall install, construct, repair, maintain and operate the South Mine in a commercially reasonable manner consistent with all applicable laws and necessary permits.

(b) LAFARGE will continue seismograph monitoring of its blasting activities, which are currently being conducted at the surface above the South Mine and will be extended to include the Additional CITY Property and any other adjacent property zoned for mining, if applicable, in order to meet federal vibration standards. The seismograph will be located in the current location previously identified by the CITY and may be relocated in the future at the reasonable request of the CITY.

(c) The CITY understands that LAFARGE engages in blasting as part of its Mining Activities. LAFARGE shall exercise reasonable care in its Mining Activities wherever permitted; take the necessary safety precautions to adequately secure any premise in which Mining Activities are conducted; warn the CITY of any known or reasonably foreseeable safety risks; and reasonably address the safety needs of the CITY during any Mining Activities.

(d) In undertaking these safety obligations, LAFARGE shall use best management practices as LAFARGE, in its sole discretion, deems appropriate. The CITY understands that such safety practices will change from time to time due to general changes in mine safety, federal mining regulations, and the conditions of the properties in which Mining Activities are conducted.

(e) In addition, every person entering the Conco Mine or South Mine or other properties in which Mining Activities are conducted, on behalf of the CITY, shall be required to take the site specific safety course at the Conco Mine provided by LAFARGE at LAFARGE'S

sole cost. All such persons shall be required to wear all safety equipment and carry all safety devices necessary, as determined by LAFARGE in its sole discretion, and follow mine check in and checkout procedures.

(f) The CITY shall have the right to inspect, or have its agents or contractors inspect, the Mining Activities and Storage Facility Operations, from time to time to ensure reasonable compliance with the terms herein. Any such inspection shall be coordinated with LAFARGE on not less than two (2) business days prior written notice to LAFARGE (unless in an emergency situation in which case reasonable notice shall be required to allow LAFARGE to provide access) and said agent or contractor shall be accompanied by a representative of LAFARGE during any such inspection.

(g) If LAFARGE'S Mining Activities in the South Mine or Additional CITY Property shall at any time be in violation of any applicable law, ordinance, rule, or regulation promulgated by any Governmental Authority, then LAFARGE shall, at no cost or expense to the CITY, upon receipt of appropriate written notice from any Governmental Authority having enforcement jurisdiction over the Mining Activities in the South Mine or Additional CITY Property, make such changes or repairs as shall be required by said law, ordinance, rule or regulation.

(h) In the event LAFARGE fails to make the required changes or repairs within the time prescribed by any Governmental Authority, LAFARGE shall not undertake or otherwise continue any Mining Activities in the South Mine or Additional CITY Property that are in violation of the standards set forth herein. However, LAFARGE may in good faith and by pursuit of appropriate legal or equitable remedies, enjoin, defend against, appeal from or pursue other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations and

so long as LAFARGE is diligently pursuing such challenges or appeals and is not otherwise prohibited by any applicable laws, regulations, or determinations by any Governmental Authority with enforcement jurisdiction, LAFARGE may undertake such Mining Activities so long as such undertaking would not be in violation of this Lease.

18. Tollway Property. Between the Conco Mine and the South Mine, the Illinois State Toll Highway Authority (the “Authority”) owns a tract of land occupied by a toll highway Interstate 88. LAFARGE currently has a permit (“Tollway Permit”) from the Authority that allows the construction of new drifts beneath the Interstate 88 connecting the Conco Mine with the South Mine. See **Exhibit L**. These new drifts are necessary to reach Level 3 of the South Mine.

19. Additional Lease Conditions Relating to LAFARGE’S Mining Activities. LAFARGE’S Mining Activities are subject to the following additional obligations of LAFARGE:

(a) LAFARGE will be responsible for all costs and expenses it incurs in connection with the Mining Activities;

(b) LAFARGE will be responsible for obtaining and maintaining all required approvals, permits and licenses relating to its Mining Activities.

(c) LAFARGE will be responsible for the payment of all taxes lawfully assessed on the South Mine and Additional CITY Property, if applicable.

(d) LAFARGE will not place or store in any level of the South Mine or Additional CITY Property any hazardous or toxic substances or materials or knowingly create any waste, trash dump or any condition that violates any law regarding health, safety and/or the

environment, except in such minimum quantities as are necessary to undertake Mining Activities on such properties.

(e) In the event that LAFARGE in conducting Mining Activities on Level 3 encounters water, LAFARGE may continue its Mining Activities on Level 3 or choose to vacate the South Mine. If LAFARGE continues its Mining Activities, LAFARGE shall be responsible for pumping out any water under its own NPDES permit.

(f) LAFARGE'S work hours (except for blasting) in connection with the operation of the Mining Activities in the South Mine on any Level shall be permitted around the clock.

20. Cooperation in Any Governmental Approval Processes.

(a) The CITY will cooperate in any process initiated by LAFARGE to obtain any necessary permits for mining in the South Mine or Additional CITY Property, if applicable. Such cooperation shall be limited to acknowledging the existence of the Lease and LAFARGE'S right to conduct Mining Activities. Similarly, the CITY shall acknowledge that LAFARGE has the right under the Lease to have access to Level 3 of the South Mine and the Additional CITY Property, if applicable.

(b) LAFARGE agrees to cooperate with the CITY in the CITY'S attempt to obtain all necessary Governmental Approvals and permits from any Governmental Authority (including IEPA Permit(s)) and will work in concert with the CITY in the CITY'S pursuit of any Governmental Approvals relating to the Storage Facility Operations. LAFARGE will also assist the CITY during any public comment and public hearing process by providing independent factual testimony (written and/or oral) in support of the Governmental Approval regarding

technical issues in which LAFARGE has expertise. LAFARGE will not impede in any way the ability of the CITY in obtaining any Governmental Approvals.

21. UIC Permit Contingency.

(a) In the event the CITY does not get the Permit and any other necessary Governmental Approvals to develop, construct and operate the Storage Facility, the CITY may, at its sole discretion, choose to develop, construct and operate an injection system pursuant to the UIC Permit under the IEPA Underground Injection Control Facility program issued on July 20, 2015 and attached as **Exhibit M** for the disposal and storage of lime sludge from the Water Treatment Plant to Levels 1 and 2 of the South Mine (hereinafter referred to as the “UIC System”).

(b) Under such circumstances, LAFARGE agrees to vacate Levels 1 and 2 of the South Mine by December 31, 2021 (“Cessation Date”). At the time of the Cessation Date, LAFARGE shall deliver Levels 1 and 2 of the South Mine to the CITY in a condition that is ready for the construction of the UIC System to begin in accordance with the obligations set out below.

22. Prerequisites to Construction of CITY’S UIC System.

(a) In order to operate the UIC System, the CITY needs to construct four (4) isolation bulkheads, barriers or stoppings commonly known as “Kennedy Stoppings” to seal the drifts on Levels 1 and 2 near the South Mine boundary adjacent to the I-88 access as depicted in **Exhibits N and O**. These Kennedy Stoppings are necessary to isolate the CITY’S lime sludge storage activities on Levels 1 and 2 in the South Mine from LAFARGE’S Mining Activities in the Conco Mine.

(b) The CITY will undertake, at its sole expense and liability, the following activities with respect to the design, engineering, construction, installation and maintenance of the Kennedy Stoppings, including: (i) All design and engineering work, including the incorporation of necessary piping through the Kennedy Stoppings for power source access, venting and water extraction as depicted in **Exhibits N and O** and as outlined in subsection F below; and (ii) construction of the Kennedy Stoppings and appurtenances. LAFARGE will cooperate with the CITY to the extent needed to coordinate the construction while the Conco Mine is in full operation.

(c) LAFARGE will undertake, at its sole expense and liability, the following activities should the CITY choose to construct the UIC System: (1) sealing certain portions of the existing South Mine on Levels 1 and 2 against water and lime sludge seepage and gas migration conditions; and (2) monitoring stability, seepage and gas migration conditions and notifying the CITY of the need to perform maintenance of the Kennedy Stoppings for as long as LAFARGE is engaged in Mining Activities at either the South Mine or Conco Mine.

(d) The Kennedy Stoppings shall be designed and built by the CITY in a manner that complies with the UIC Permit, including any design, engineering and construction requirements for the Kennedy Stoppings that may be imposed by any Governmental Authority as part of any permit for the UIC System imposed as part of the Governmental Approvals. LAFARGE will provide the CITY shall have reasonable access in the Conco Mine and South Mine to undertake the construction of the Kennedy Stoppings, including by its consultants, at reasonable times.

(e) LAFARGE will cooperate with the CITY to the extent the CITY needs any input regarding acceptable pipe design which may change the pipe sizes set out below:

(i) For the proposed Kennedy Stoppings on Level 2 of the South Mine: (1) Up to 8 (eight) 6 (six)-inch inside diameter extraction piping at various locations and heights; and (2) 1 (one) 8 (eight)-inch inside diameter vent pipe near the ceiling.

(ii) For one of the three proposed Kennedy Stoppings on Level 1 of the South Mine: (1) Up to four (4) extraction pipes with six (6)-inch inside diameter at various locations and heights; (2) one vent pipe with an eight (8)-inch inside diameter near the ceiling; and, (3) one power feed pipe with a four (4)-inch inside diameter at ceiling height.

23. Status of Certain Equipment in the South Mine. LAFARGE agrees to leave the following equipment currently located in the South Mine in place for the CITY'S use as part of the UIC System, all such equipment being in its "as is, where is" condition without any warranty of fitness for any particular purpose and subject to the CITY'S prior inspection and acceptance:

(a) The 600-volt electrical power feed from the surface into Level 2 of the South Mine through the Ventilation Shaft;

(b) The surface concrete pad and metal collar over the Ventilation Shaft;

(c) The electric power poles and cables at the surface level;

(d) The 6- to 8-inch steel cased pilot hole +/- 25 feet to the northeast of the existing Ventilation Shaft shall be exposed;

(e) The security fence that surrounds the Ventilation Shaft; and

(f) The ladder within the Ventilation Shaft.

24. CITY'S Construction and Operation of the UIC System.

(a) Construction Requirements. The CITY accepts the condition of Levels 1 and 2 in their "as is/where is" condition, provided that LAFARGE removes all mining equipment

and appurtenances including the rock crusher and conveyor system prior to the Cessation Date. The CITY shall construct the UIC System in accordance with the UIC Permit.

(b) Operation of the UIC System. The CITY will operate the UIC System in conformance with best management practices as the CITY, in its sole discretion, deems appropriate and in compliance with any permits regulating the UIC System, including the UIC Permit.

25. Cooperation by LAFARGE.

(a) LAFARGE has provided the CITY with detailed maps of Levels 1 and Level 2 of the South Mine meeting federal regulatory requirements, which are attached as **Exhibits N and O** respectively. These maps will include the proposed locations of the Kennedy Stoppings as designated by the CITY; the location of the existing Ventilation Shaft; all openings, ramps, declines, etc.; the areas of Mining Activities with the location of all rooms and pillars, including the areas of breast and bench cuts, and any other major features of the South Mine. The floor elevation of Level 2 and the floor and ceiling elevations of Level 1 is on **Exhibit P**.

(b) LAFARGE will retain certain berms in the South Mine for safety during the construction of the UIC System. The Parties have agreed to a procedure to be handled by the CITY for the relocation of such berms and the construction of additional berms for use in the UIC System (collectively “New Berms”), in accordance with the berm relocation plan found in **Exhibit Q** and a staging plan set out in that exhibit. If requested, LAFARGE agrees to construct the New Berms necessary for the UIC System at the cost of the CITY, consistent with the berm relocation plan. LAFARGE shall be allowed to use material from the existing berms or screenings from the South Mine or Conco Mine in the construction of these New Berms, as long

as at least 50% of the screenings are larger than #50 sieve. The CITY shall inspect the berms as constructed and advise LAFARGE of any changes that need to be made.

26. Activities Relating to the Construction of the UIC System.

(a) LAFARGE will turn over control to the CITY of Levels 1 and 2, as well as quitclaim all right, title and interest of LAFARGE to the Ventilation Shaft in the South Mine on the Cessation Date.

(b) LAFARGE will cooperate and assist the CITY in the construction of the UIC System as follows:

(i) LAFARGE providing access to the CITY and its consultants and contractors through the Conco Mine to the South Mine, in accordance with Section ____ hereof.

(ii) LAFARGE sharing any available information regarding the Conco Mine and South Mine, including previously collected data, geology, etc. and LAFARGE providing technical support from its mine engineers or other employees as needed relating to the UIC construction, operation, and health and safety training/protocols and supervision of CITY employees in the Conco Mine or South Mine.

(iii) LAFARGE providing and maintaining infrastructure on Levels 1 and 2 of the South Mine and continuation of the existing lighting, both before and during construction of the UIC System.

(c) LAFARGE continuing to provide ventilation to Levels 1 and 2 of the South Mine until such time as the fourth Kennedy Stopping has been constructed for the UIC System. LAFARGE reserves the right to remove the existing air circulation fans on the CITY Property and replace them with a single fan that has sufficient capacity to adequately provide

ventilation to Levels 1 and 2 of the South Mine, provided such replacement does not interfere with the CITY'S construction of the UIC System.

27. Deadlines for UIC System Implementation. The CITY will establish a timetable for the implementation of the UIC System and will advise LAFARGE of this timetable, acknowledging that certain activities can only occur during the winter given the nature of LAFARGE'S Mining Activities schedule. LAFARGE will then be required to:

(a) Clean the South Mine including the removal of all excavations, stockpiles other than the existing berms, shot rock, impoundments, settling basins, and all debris and waste materials as defined in Section _____ of this Lease associated with LAFARGE'S Mining Activities. The CITY shall be responsible for the removal of any materials or wastes generated from their construction of the UIC System.

(b) Seal all unfilled joints, fractures and natural voids (visible on the rock face) in the north, south, east and west walls of Levels 1 and 2 and the floor of Level 2 of the South Mine consistent with **Exhibit R** and subject to a final inspection by the CITY.

(c) Remove the motor control center ("MCC"), lights, cables, control panel and garage doors within the South Mine.

(d) Remove rock walls and air flow structures and conduct final mine cleanup, if necessary.

(e) Remove, at LAFARGE'S discretion, the duct system, MCC and other air delivery structures and equipment at the surface associated with the existing Ventilation Shaft.

28. Environmental Restrictions on Mining Activities. LAFARGE'S Mining Activities are subject to the provisions of this entire Lease including the following conditions:

(a) *“Environmental Contamination”* For the purposes of this Lease, the term “Environmental Contamination” shall mean the presence of Hazardous Substances (as defined below) at the South Mine or Additional CITY Property, or arising from the South Mine or Additional CITY Property, which may require remediation under any Legal Requirements (as defined below). The term “Hazardous Substances” shall mean any inflammables, explosives, radioactive materials, asbestos, urea-formaldehyde, toxic substances or any other compounds designated as a “hazardous substance,” “pollutant,” or “contaminant” in the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9600 *et seq.*, or in the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6991 *et seq.*, or any other Legal Requirement. The term “Wastes” shall mean any Hazardous Substances, residual wastes, solid wastes or other wastes as those terms are defined in the Legal Requirements and Environmental Laws, but shall not include lime sludge, methane, or any other byproduct from the Storage Facility.

(b) *“Environmental Laws”* shall mean any or all Legal Requirements relating to the generation, storage, handling, release, discharge, emission, transportation, treatment or disposal of solid wastes, hazardous wastes, and hazardous, toxic or dangerous materials or substances including, but not limited to, CERCLA, the Superfund Amendments and Reauthorization Act of 1986, RCRA, the Clean Water Act, the Clean Air Act (as amended), the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act and the Illinois Environmental Protection Act.

(c) *“Environmental Liability”* shall mean any obligation or liability imposed against an owner or operator of property pursuant to the provisions of any Environmental Laws or pursuant to common law and shall include all response costs, costs of remediation, attorneys’

fees and expert witness fees to investigate and defend such claims, personal injuries and any damages to natural resources and other property. The term “Environmental Liability” shall include all theories of liability for environmental contamination of property, including theories arising under statute, common law or tort, and contribution.

(d) *“Legal Requirements”* shall mean all judgments, decrees, injunctions, orders, writs, rulings, laws, ordinances, statutes, rules, regulations, codes and other requirements of all applicable federal, Illinois and local governmental, administrative and judicial bodies and authorities.

(e) *Use of Hazardous Substances in Mining Activities.* The CITY understands that LAFARGE routinely uses Hazardous Substances in its operations including, but not limited to, explosives, fuels, lubricants, cleaning solvents and other Hazardous Materials in quantities that are necessary for its Mining Activities and Storage Facility Operations. All such Hazardous Materials shall be used in compliance with all laws and the presence and use of such materials are not prohibited by this Lease and will be removed by LAFARGE from the South Mine or Additional CITY Property at the end of the Initial Term or Extended Term, if applicable.

(f) With the exception of the provisions of (e) above, LAFARGE undertakes and warrants that neither LAFARGE nor any third party acting at the request or direction of LAFARGE (a “Directed Third Party”) nor, to the best of LAFARGE’S knowledge, any other third party, will install any asbestos in any buildings, structures, or appurtenances, or install, use, generate, store, transport, or dispose of any Hazardous Substances or Wastes in the South Mine, or on any other CITY property, including the Water Treatment Plant, except in compliance with all Legal Requirements. To LAFARGE’S actual knowledge (without any duty of inquiry), there are no Hazardous Substances or Wastes anticipated to be present in the South Mine which will

be stored or used other than for permitted Mining Activities and Storage Facility Operations and in compliance with all Legal Requirements. LAFARGE will use best practices to avoid any Environmental Contamination by LAFARGE or any Directed Third Party at the South Mine during the term of this Lease. There is no anticipated use of the South Mine by LAFARGE or any Directed Third Party or, to the best of LAFARGE's knowledge, any other individual or entity, that may, under any applicable federal, state or local law or regulation, require any closure or cessation of the use of the South Mine or impose upon the CITY or its assigns any monetary obligations. LAFARGE has not been identified by any governmental agency or individual in any pending action, litigation, proceeding or investigation as a responsible party or potentially responsible party for any liability for disposal or release of any Hazardous Substances or Wastes at the South Mine or Conco Mine nor, to LAFARGE'S actual knowledge (without any duty of further inquiry), are any such actions, proceedings or investigations threatened. No lien or super lien has been asserted or, to the LAFARGE'S actual knowledge (without any duty of further inquiry), recorded or threatened against the Conco Mine or South Mine for any liability in connection with any Environmental Contamination except as disclosed in **Exhibit S**. To LAFARGE'S actual knowledge (without any duty of further inquiry), neither the CITY Property nor the Conco Mine has been listed on either the National Priorities List, as defined in CERCLA, or any state listing of hazardous sites. LAFARGE understands that these representations shall also apply to the Additional CITY Property, if applicable.

(g) LAFARGE shall be responsible for any Environmental Contamination it or a Directed Third Party causes to the CITY Property or Additional CITY Property, if applicable. LAFARGE hereby indemnifies, agrees to defend and shall hold CITY harmless from and against all liability, loss, claim, damage or expense including, but not limited to, reasonable

attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced onto the CITY Property or Additional CITY Property, if applicable, by LAFARGE or a Directed Third Party in violation of any Environmental Laws.

(h) The CITY acknowledges that it has not received within the last five (5) years any notice of a violation of any Environmental Laws from any Governmental Authority as to the CITY Property, Additional CITY Property, or the Water Treatment Plant.

29. Insurance.

(a) LAFARGE agrees to furnish (or cause to be furnished) insurance or self-insure with adequate reserves as follows:

(i) *Commercial General Liability Insurance.* LAFARGE shall furnish evidence that, with respect to the operations it performs and the operations performed by any contractors, it carries Commercial General Liability Insurance containing broad form contractual liability providing for a limit of not less than Five Million Dollars (\$5,000,000.00) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person or destruction of property, including the loss of use thereof, in any one occurrence under the terms of which CITY is named as an additional insured; with an aggregate of no less than Ten Million Dollars (\$10,000,000.00) for all damages occurring as a result of more than one occurrence. Coverage must include coverage for fire legal liability and products and completed operations.

(ii) *Workers' Compensation Insurance.* LAFARGE shall furnish evidence that, with respect to the operations it performs, it carries a workers' compensation

insurance policy complying with the statutes of the State of Illinois covering all employees of LAFARGE. LAFARGE will also require any of its contractor(s) or subcontractor(s) to carry such insurance, as applicable. Each such policy shall contain employers liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) each accident; One Hundred Thousand Dollars (\$100,000.00) each employee disease; and Five Hundred Thousand Dollars (\$500,000.00) policy limit-disease.

(iii) *Public Liability/Pollution Liability.* LAFARGE will maintain public liability and pollution liability insurance with limits of liability not less than Five Million Dollars (\$5,000,000.00) for any one person, Five Million Dollars (\$5,000,000.00) for any one occurrence, and Five Million Dollars (\$5,000,000) property damage and not less than a Ten Million Dollars (\$10,000,000.00) general aggregate, and with a Ten Million Dollar (\$10,000,000.00) umbrella over all liability policies with insurers to be approved by the CITY, with the CITY as an additional named insured.

(iv) *Insurance Ratings.* All insurance obtained by contractors or subcontractors shall be with a minimum Best's rating of A- / VII or better. LAFARGE'S failure to obtain proper insurance coverage or to insure the CITY as additional insured shall not, at any time, operate as a waiver of the CITY Indemnified Parties' right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Lease.

(v) *Regular Review of Coverages.* These insurance coverages will be reviewed by the Parties every three (3) years and coverage limits increased as agreed to by the Parties.

(vi) *Termination of Insurance Coverage.* The insurance required hereunder will terminate on the termination of this Lease, except for liability that shall have

accrued. LAFARGE reserves the right to self-insure any of these risks, subject to establishing reasonable reserves.

(b) The CITY agrees to furnish (or cause to be furnished) insurance, either by self-insurance with adequate reserves, participation in a municipal insurance pool, or through the purchase of primary and/or excess insurance, the following coverages:

(i) *General Liability Insurance.* The CITY shall furnish evidence that it carries General Liability Insurance containing broad form contractual liability providing for a limit of not less than Two Million Dollars (\$2,000,000.00) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person or destruction of property resulting from the CITY'S or the CITY'S Indemnified Party or Parties' negligence or willful misconduct, including the loss of use thereof, with an aggregate of not less than Twenty Million Dollars (\$20,000,000.00) for all damages occurring as a result of more than one occurrence. Coverage must include coverage for fire legal liability and products and completed operations. In addition to requiring its contractors and consultants to have the minimum coverage described in the Right of Entry Agreement at **Exhibit T**, the CITY will insure the acts of its contractors and consultants and will require its contractors and consultants to name LAFARGE as an additional named insured under their insurance policies.

(ii) *Workers' Compensation Insurance.* The CITY and CITY'S Indemnified Party or Parties shall furnish evidence that, with respect to the operations it performs, it carries workers' compensation insurance complying with the statutes of the State of Illinois covering all employees of the CITY or the CITY'S Indemnified Party or Parties, as applicable.

30. Additional Conditions Relating to LAFARGE’S Operations in the South Mine and City’s Reciprocal Obligations. LAFARGE agrees that for the duration of this Lease:

(a) LAFARGE will not interfere with any use of the surface of the Heartland Property or CITY Property, except as may be necessary to permit the repair, replacement, maintenance, and inspection of the Ventilation Shaft. The CITY understands that LAFARGE provides outside air to Levels 1 and 2 of the South Mine by means of large fans mounted on a pad on the surface of the HEARTLAND Property and connected to ductwork which carries the air down the Ventilation Shaft into Levels 1 and 2. To minimize the potential for damage to the fans, ductwork and other equipment and facilities in or serving the Ventilation Shaft or South Mine, or injury to LAFARGE’S employees, the CITY shall either maintain or insure that Heartland maintains the existing fence around the fans and Ventilation Shaft and keep the fence locked. The CITY also agrees that it will insure that neither the CITY nor HEARTLAND will be permitted to undertake any activities within 100 feet of the Ventilation Shaft.

(b) LAFARGE will continue to mine Aggregates underneath the CITY Property provided that the quality of the deposits continues to meet or exceed those quality standards established by the Illinois Department of Transportation/Bureau of Materials (“IDOT Compliance”). If the materials do not meet IDOT Compliance, then LAFARGE at its discretion may either (1) discontinue all Mining Activities and turn the rooms over to the CITY in compliance with Section 2(f) of this Lease, or (2) continue to mine Aggregates at its sole cost and expense for the duration of this Lease or such lesser period of time as LAFARGE in its discretion deems advisable.

31. Mining Risks.

(a) LAFARGE acknowledges and agrees that there are certain risks associated with its Mining Activities, which risks LAFARGE assumes particularly with the mining of Level 3 while the CITY is operating the UIC System on Levels 1 and 2. For example, the South Mine has been designed and operated to date as a dry mine. Level 3 is anticipated to be a dry mine. If any water seepage into any level of the South Mine occurs as a result of the CITY'S UIC System operations or the disposal of lime sludge, the impact of such infiltration, to the extent it affects the Mining Activities on Level 3, shall be solely LAFARGE'S responsibility. The CITY shall not be responsible for any costs, losses, expenses or damages to LAFARGE relating directly or indirectly to the CITY'S UIC System, except relating to acts of negligence addressed in the Indemnity section below. Should excessive seepage occur threatening miners' safety, LAFARGE will modify or cease Mining Activities on Level 3 at LAFARGE'S sole discretion. In the event that Level 3 is permanently abandoned, the remaining reserves would simply be deemed unusable..

(b) LAFARGE acknowledges and agrees that if any Governmental Authority requires LAFARGE to abandon and/or vacate all or part of the South Mine or Additional CITY Property including, but not limited to, Level 3, or if the abandonment is required for the CITY to obtain or to be in compliance with its Governmental Approvals, or if LAFARGE abandons, vacates or does not mine Level 3 of the South Mine or Additional CITY Property for any reason, the CITY shall not be held responsible in any way for any losses, damages or expenses suffered directly or indirectly by LAFARGE in vacating the South Mine or Additional CITY Property

(c) LAFARGE hereby accepts the South Mine "as is/where is" in its physical, environmental and structural condition.

(d) LAFARGE will also assume full responsibility of informing and warning its workers of the physical, environmental and structural conditions of the South Mine and of any potential health and/or safety risks.

(e) Notwithstanding anything to the contrary contained in this Lease, the CITY shall not be liable to LAFARGE for any diminution in the value of the Conco Mine or South Mine or Additional CITY Property; loss of income or profits or any other loss of business, damages, or business interruption; nor any losses or damages, expense or costs of any kind which LAFARGE suffered or would have suffered directly or indirectly because of the Storage Facility Operations, UIC System and/or the presence of lime sludge in, on, at or under the CITY Property and/or the South Mine and/or Additional CITY Property.

32. CITY'S Additional Duties Under this Lease.

(a) The CITY shall make available the lagoons at the Water Treatment Plant in a safe condition exercising due care for LAFARGE to undertake the Storage Facility Operations. The CITY shall not be obligated or required to make any repairs or do any work on or about the South Mine or any part of it and/or Additional CITY Property or any part of it used for Mining Activities. The CITY shall not be liable for any injury or damage caused by or growing out of any defect or condition in the South Mine and/or Additional CITY Property if used for Mining Activities or the Storage Facility Operations, but shall be responsible if the lagoons or adjacent areas at the Water Treatment Plant are left in an unsafe condition caused by the CITY'S or its employees' conduct or negligence.

(b) The CITY shall not be liable for any damage occasioned by failure to keep the South Mine and/or Additional CITY Property, if used for Mining Activities, or the Storage Facility Operations, in repair nor any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures unless caused by the CITY'S employees. Any property or equipment placed or located by LAFARGE on the CITY Property or HEARTLAND PROPERTY or the South

Mine or the Additional CITY Property or the Water Treatment Plant shall be at the sole risk of LAFARGE, its contractors and subcontractors, except as otherwise herein provided.

33. Retail Sale of Aggregate.

(a) LAFARGE currently does not sell Aggregates from the South Mine except at wholesale prices. In the event that LAFARGE offers retail sales of Aggregates at the South Mine, it will pay any applicable Illinois Retailers Occupation taxes.

(b) LAFARGE agrees to sell to the CITY any limestone required for the CITY'S own use that is available at the South Mine or Conco Mine at the following prices per ton, weighed at the Conco Mine scale, FOB LAFARGE at the Conco Mine, as adjusted from year to year based on the cost of living formula found in the Consumer Price Index for the Chicago Metropolitan Area ("CPI"). The CITY agrees that it will not resell or otherwise act as a distributor or broker of Aggregates purchased from LAFARGE under the terms of this provision, but solely use such Aggregates as part of the CITY'S operations, services, projects and jobs either undertaken by the CITY with its own employees or contracted by the CITY with other persons or entities. The terms of sale of limestone set forth herein shall terminate at the end of the Initial Term or Extended Term, if applicable, or in the event that either of the Parties exercises their right to terminate as set forth in Section 2 above. The CITY can buy an unlimited amount of stone at these prices for its own use, except for CA11, which will have a cap of 25,000 tons given the limited supply available in the Conco Mine and South Mine:

Product	Current Board Price	Price to CITY during Lease Term, Subject to CPI
CA-6	\$8.25	\$6.75
3" x 1" base stone	\$11.85	\$7.42

CA1		
3/4" CA 11	\$13.00	\$9.03 (25,000 ton annual limit)
3/8" limestone chips CA 16 (non-dolomitic)	\$13.75	\$8.50
PGE-coarser (form of CA 6)	\$11.85	\$7.00

34. CITY’S Indemnification of LAFARGE.

(a) Scope of Indemnity for the Conco Mine. To the fullest extent permitted by law, the CITY agrees to defend and indemnify LAFARGE and its officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority (collectively, the “LAFARGE Indemnified Parties” or each a “LAFARGE Indemnified Party”) from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or occurring as a direct result of the CITY’S negligent or willful actions and resulting solely from the CITY’S or its contractors use of its access through the Conco Mine to the South Mine or the Storage Facility.

(b) Scope of Indemnity for the South Mine. To the fullest extent permitted by law, the CITY agrees to defend and indemnify LAFARGE and LAFARGE Indemnified Parties from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out

of or occurring as a direct result of the CITY'S or its contractor's negligent or willful actions and resulting solely from the CITY or its contractors being present at the South Mine.. The use of the term "contractor" in this sub-section shall include contractors, sub-contractors, consultants, and any other parties that are engaged in inspecting work on the Facility or are engaged to inspect LAFARGE'S Mining Activities or Storage Facility Operations on behalf of the CITY.

(c) Scope of Indemnity for the Water Treatment Plant. To the fullest extent permitted by law, the CITY agrees to defend and indemnify LAFARGE and LAFARGE Indemnified Parties from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or occurring as a direct result of the CITY'S or its contractor's negligent or willful actions at the Water Treatment Plant relating to the Storage Facility Operations. The use of the term "contractor" in this sub-section shall include contractors, sub-contractors, consultants, and any other parties that work at the Storage Facility or are engaged to inspect LAFARGE'S Storage Facility Operations on behalf of the CITY.

(d) Notice of Indemnity Claim. LAFARGE agrees to notify the CITY in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision.

(e) Compromise of Claim. The CITY shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of LAFARGE and the LAFARGE Indemnified Parties, if applicable, which consent shall not be unreasonably withheld or delayed.

(f) Survival. Notwithstanding anything to the contrary contained in this Lease, the indemnities and waivers contained in this Section shall survive termination of this Lease for a period of ten (10) years.

35. LAFARGE'S Indemnification of CITY.

(a) Scope of Indemnity. To the fullest extent permitted by law, LAFARGE agrees to defend and indemnify CITY and its administrators, officers, employees, agents, successors, assigns, contractors, consultants and all other persons, firms and corporations acting on their behalf or with their authority (collectively, the "CITY Indemnified Parties" or each a "CITY Indemnified Party") against any claims, suits, actions or proceedings filed against any of them arising out of or with respect to Mining Activities relating to LAFARGE's use, access, and operation of the South Mine or Additional CITY Property, if applicable, or arising out of or with respect to the Storage Facility Operations, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that the CITY Indemnified Party or Parties, as applicable, seeking indemnification hereunder may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on their behalf. It is expressly understood, agreed upon and the specific intent of this Lease that the CITY Indemnified Parties will at no time assume responsibility or liability for the actions of LAFARGE, its workers or other persons in the South Mine or Additional CITY Property using, being present at or working at the South Mine or Additional CITY Property or Storage Facility Operations at the Water Treatment Plant. As between the CITY Indemnified Parties and LAFARGE, LAFARGE shall at all times be held solely responsible to all persons in the South Mine or Additional CITY Property, Water

Treatment Plant or Storage Facility present there because of LAFARGE'S Mining Activities and Storage Facility Operations.

(b) LAFARGE'S waiver of rights.

(i) To the fullest extent permitted by law, LAFARGE, its successors and/or assigns, hereby assumes and agrees to release, acquit and waive any rights which LAFARGE may have against and forever discharge the CITY Indemnified Parties from and against any and all any personal injuries and property damage arising out of all civil liabilities, actions, responsibilities, obligations, Losses, damages and claims, and all costs and expenses, including, but not limited to, attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the CITY Indemnified Parties may incur from or on account of LAFARGE'S use and access to the South Mine and the Additional CITY Property for Mining Activities and Storage Facility Operations including, but not limited to, any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of LAFARGE'S Mining Activities or Storage Facility Operations in the South Mine, Additional CITY Property, or Water Treatment Plant.

(ii) LAFARGE and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the CITY Indemnified Parties, and each of them, for any claim, suit or action, whether or not well founded in fact or in law, which LAFARGE and the LAFARGE Indemnified Parties have, or may have, arising out of LAFARGE'S Mining Activities and Storage Facility Operations including in the South Mine,

Additional CITY Property or Water Treatment Plant including, but not limited to, any Environmental Contamination caused by LAFARGE or a LAFARGE Indemnified Party, except as otherwise provided in this Lease.

(iii) Nothing in this waiver shall relieve the CITY from responsibility for the negligent acts or willful misconduct by City employees or agents of the CITY.

(c) Notice of Indemnity Claim. The CITY agrees to notify LAFARGE in writing within a reasonable time of any claim of which it becomes aware which may fall within these indemnity provisions.

(d) Compromise of Claim. LAFARGE shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of the CITY Indemnified Parties, which consent shall not be unreasonably withheld or delayed.

(e) Survival. Notwithstanding anything to the contrary contained in this Lease, the indemnities contained in this paragraph shall survive termination of this Lease for ten (10) years.

36. Right of Entry Agreement. None of the CITY'S contractors, subcontractors or consultants shall be permitted by LAFARGE to enter the Conco Mine or South Mine until they execute and deliver to LAFARGE a Right of Entry Agreement substantially in the same form as that attached to and made a part of this Lease as **Exhibit T**.

37. Default.

(a) CITY Default. Except as specifically provided otherwise in this Lease, in the event that CITY shall fail to comply with any of the material obligations to be performed by CITY hereunder after any applicable cure period specified herein, then LAFARGE shall have all

rights and remedies available to it at law and/or in equity to seek damages and/or to strictly enforce the terms of this Lease.

(b) LAFARGE Default. Except as specifically provided otherwise in this Lease, in the event that LAFARGE shall fail to comply with any of the material obligations to be performed by LAFARGE hereunder after any applicable cure period specified herein, then the CITY shall have all rights and remedies available to it at law and/or in equity to seek damages and/or to strictly enforce the terms of this Lease.

(c) Notice and Cure. In the event that a Party defaults or fails to perform in accordance with the terms and provisions of this Lease, the non-defaulting Party shall provide the defaulting Party notice of such default or failure and an opportunity to cure such default or failure for a period of thirty (30) days after receipt of prior written notice of such default or failure, provided that in the event of an Adverse Effect, no such notice is required in order for the CITY to seek injunctive relief or for the CITY to exercise any other remedies or rights pursuant to any applicable law. In the event that the defaulting Party timely initiates the efforts to cure the default but that the cure will take more than thirty (30) days, the defaulting Party shall be allowed to proceed with the cure as long as it acts diligently.

(d) “Adverse Effect.” For purposes of this Lease, the capitalized term “Adverse Effect” shall mean any actual or, in the reasonable belief of the CITY, imminent threat of, a material adverse impact caused directly by LAFARGE’s Mining Activities or Storage Facility Operations which results in, or in the case of imminent threat could result in, a material increase in cost and expense to the CITY, or unreasonably interferes with the CITY’S ability to dispose of the lime sludge in the South Mine or could result or has resulted in bodily injury, property damage or any other type of damage or cost to the CITY. In the event of an Adverse

Effect, LAFARGE shall take prompt action after notice from the CITY to remove any condition that causes an Adverse Effect.

(e) Nothing contained herein shall limit the right or ability of the CITY to seek legal or equitable relief, or otherwise enforce the provisions contained herein, in the event any activities of LAFARGE in the Water Treatment Plant, South Mine, Storage Facility and/or the Additional CITY Property have an Adverse Effect or if any activity of LAFARGE's contractors in the Storage Facility Operations has an Adverse Effect . If the CITY, in its reasonable determination, concludes that any such activities by LAFARGE have an Adverse Effect, the CITY shall have the right to seek injunctive relief from a court of competent jurisdiction to order LAFARGE to cease all Mining Activities in the South Mine or Additional CITY Property or obligate LAFARGE to take any necessary corrective action in order to eliminate the Adverse Effect. Similarly, LAFARGE shall have the right to seek legal or equitable relief, or otherwise enforce the provisions contained herein, in the event any actions taken by the CITY impair or otherwise impact LAFARGE'S rights to conduct Mining Activities or Storage Facility Operations under this Lease.

38. Ventilation Shaft. Upon the expiration or other termination of this Lease, LAFARGE shall have the right to continue to use, operate and maintain the Ventilation Shaft if it is necessary or appropriate in connection with any other Mining Activities that LAFARGE may undertake and access to the South Mine shall continue to be gained through the Conco Mine. If LAFARGE no longer needs to use the Ventilation Shaft due to the closing of the Conco Mine and the initiation of reclamation provisions under the Annexation Agreement with the Village of North Aurora, then LAFARGE shall, if requested by the CITY, remove all fans, ductwork and other equipment used in the operation and maintenance of the Ventilation Shaft. Alternatively, if

the CITY elects to construct and operate the UIC System as provided in Sections __ above, LAFARGE will make the Ventilation Shaft available to the CITY under the terms of those Sections. To the extent that the Permit or other Governmental Approvals require access to the South Mine for inspections of the Storage Facility after the cessation of Mining Activities in the Conco Mine, LAFARGE will make the Ventilation Shaft accessible for this purpose.

39. Grading Around the Ventilation Shaft. Under the CITY'S Resolution R15-116 that was adopted effective April 28, 2015 (the "Heartland Property Resolution"), the HEARTLAND PROPERTY was subject to an amended grading plan as set forth on Exhibit A-5 of the Heartland Property Resolution. The Parties understand that the proposed grading around the Ventilation Shaft will be substantially higher than the exposed walls of the Ventilation Shaft. LAFARGE shall be responsible for installing any necessary retaining walls and drainage structures to divert water from the Ventilation Shaft when such grading is undertaken by either HEARTLAND or the CITY.

40. Condemnation.

(a) If all of the CITY Property or Additional CITY Property, if applicable, shall be taken in any condemnation proceeding during the term of this Lease, and LAFARGE cannot reasonably conduct its operations on the remainder of the South Mine or Additional CITY Property, if applicable, after such taking, then this Lease shall automatically terminate as of the date of such taking, with the same force and effect as if such date had been originally fixed herein as the expiration date of the term of this Lease. Such termination shall not constitute default under this Lease by either Party. Any condemnation award shall be paid to the CITY; provided, however, that if the condemning authority specifically allocates a portion of the award based on the value of the LAFARGE'S interest in the South Mine, LAFARGE shall be entitled

to that amount, provided, however, if the award is based on the amount of unmined Aggregates, the CITY shall be entitled to receive what would have been the royalties due on such unmined Aggregates.

(b) If a portion of the CITY Property or Additional CITY Property, if applicable, shall be taken in any condemnation proceeding during the term of this Lease, and LAFARGE can reasonably conduct its operations on the remainder of the South Mine after such taking, this Lease shall not terminate and shall continue in full force and effect as to the usable portion of the South Mine. In such event, all compensation paid by the condemning authority shall be the property of, and payable to, the CITY. If only a portion of the CITY Property is taken by the condemning authority, but such taking renders it impracticable for LAFARGE to continue its operations on the remaining portion of the South Mine, such taking shall constitute a taking of all of the CITY Property.

41. Assignment of Lease by LAFARGE.

(a) LAFARGE shall not assign, sublet, or otherwise transfer this Lease or any interest in this Lease or any right or privilege appurtenant to this Lease, or mortgage, pledge, encumber or otherwise hypothecate this Lease or the South Mine, Storage Facility or Additional CITY Property, or any part thereof, in any manner whatsoever, without first obtaining the CITY'S written consent which shall not be unreasonably withheld, conditioned or delayed; provided, however, that LAFARGE may assign or transfer its interest in this Lease to an Affiliate (as hereinafter defined) of LAFARGE without consent. As used herein, the term "Affiliate" means, with respect to any entity, any other entity that directly or indirectly through one or more intermediaries' controls or is controlled by or is under common control with such entity. In addition, no transfer of any other interest in the South Mine, Storage Facility or

Additional CITY Property may be made without the prior written approval of the CITY. Any purported assignment, pledge, transfer, or sub-lease without the written consent of the CITY shall be of no force and effect. The right to seek assignment or approval may occur only if LAFARGE is not in material default in connection with obligations under this Lease. Among other things, the CITY wants to be assured that any assignee has the ability to successfully mine the South Mine and has the financial capacity to fulfill the obligations under the Lease. The CITY also can base its decision to consent or reasonably withhold its consent to an assignment on the reputation, background, experience and financial abilities of the assignee. To satisfy the CITY of the qualifications of any proposed assignee or party to have an interest in the South Mine other than for the purposes of financing, LAFARGE will submit all documentation that it receives from the potential assignee as part of LAFARGE'S due diligence evidencing the ability of any proposed assignee to fulfill the remaining obligations of this Lease and to address the CITY'S concerns that include the following information pertaining to such assignment request:

- (i) The name of the proposed assignee;
- (ii) The terms of the proposed assignment;
- (iii) The nature of the mining activities and technical expertise and qualifications of the proposed assignee and its reputation, background and experience in underground mining or mining activities and its compliance with all laws and regulations, including any documentation of any administrative and/or judicial actions involving the proposed assignee;
- (iv) Information relating to the financial responsibility of the proposed assignee, including that the proposed assignee, or its corporate parent if it is a subsidiary or affiliate, has at least \$250M in assets; and

(v) Any other documentation reasonably requested by the CITY in order to assess the qualifications of the proposed assignee.

(b) In the event of the CITY'S consent to an assignment, the proposed assignee shall agree to the following:

(i) To assume all obligations and duties of LAFARGE under this Lease including the Storage Facility Operations; and

(ii) To be bound as a successor in interest to LAFARGE or, if applicable, an additional Party to this Lease.

(c) Subject to the provisions of this Section 41 limiting the right of assignment, this Lease shall be binding on and inure to the benefit of the Parties and their heirs and successors. Furthermore, in the event of an approved assignment or transfer, LAFARGE shall remain primarily responsible for all obligations and liabilities of this Lease which accrue prior to the execution of any approved assignment or transfer. To memorialize the assignment, any assignee shall execute an acknowledgement and agreement in substantially the same form as **Exhibit U**. Transfer of a fifty-percent (50%) or greater interest in LAFARGE to another owner or owners shall be deemed an unpermitted transfer under this Section, unless made with the approval of the CITY subject to the conditions in sub-section (b) above. The CITY may require an additional written commitment from the assignee or transferee to assume and comply with the duties and obligations of this Lease. The CITY understands that the LAFARGE's parent merged with Holcim and is now Lafarge-Holcim, which is not covered by this assignment provision.

42. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (1) personal service, (2) confirmed electronic

communications, whether by telecopy or e-mail, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to CITY: CITY of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: Mayor

With a copy to: Corporation Counsel
CITY of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: Richard Veenstra

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attn: Dennis G. Walsh

If to LAFARGE: Lafarge Aggregates Illinois, Inc.
1 S 194 Illinois Route 47
Elburn, Illinois 60119
Attn: Matt Dantine, V.P.

Lafarge Aggregates Illinois, Inc.
6211 N. Ann Arbor Road
P.O. Box 122
Dundee, MI 48131
Attn: Legal Department

With a copy to: Dykema Gossett PLLC
2300 Cabot Drive, Suite 505
Lisle, Illinois 60532
Attn: Bruce L. Goldsmith

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day

immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

43. Counterparts. This Lease may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Lease.

44. Severability. If any provision of this Lease, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Lease shall be construed as if such invalid part was never included herein, and this Lease shall be and remain valid and enforceable to the fullest extent permitted by law.

45. Entire Agreement. This Lease (together with the exhibits attached hereto or identified herein and intended to be completed at the later date) is the entire contract between the CITY and LAFARGE relating to the subject matter hereof; supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the CITY and LAFARGE relating to the subject matter hereof; and may not be modified or amended, except by a written instrument executed by the Parties.

46. Third Party Beneficiaries. Nothing in this Lease, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Lease on any other person other than the CITY and LAFARGE, nor is anything in this Lease intended to relieve or discharge the obligations or liabilities of any third persons to either the CITY or LAFARGE, nor shall any provision give any third parties any rights of subrogation or actions over or against either the CITY or LAFARGE. This Lease is not intended to and does not create any third party beneficiary rights whatsoever.

47. Waivers. Either Party to this Lease may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Lease.

48. Cooperation. The CITY and LAFARGE each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the CITY or LAFARGE or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Lease.

49. No Joint Venture. Nothing in this Lease, or any actions of the Parties to this Lease, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between the Parties.

50. Limitation of Liability Regarding Governmental Officials. No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of the corporate authorities, any elected official, officer, partner, member, director, agent, employee or attorney of the CITY, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the CITY shall be liable personally under this Lease or be subject to any personal liability or accountability by reason of or in connection with

or arising out of the execution, delivery and performance of this Lease, or any failure in that connection.

51. Time of Performance. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

52. Authority to Execute. The Parties represent and warrant that the individuals executing this Lease on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions, and approvals have been secured prior to the Effective Date and delivery of this Lease.

53. Recording of Memorandum. This Lease shall not be recorded without the consent of both Parties. At the request of either Party, the Parties shall enter into a memorandum of this Lease, in recordable form, which memorandum shall be on terms and conditions reasonably acceptable to both Parties, but in no event will include business terms of this Lease.

54. Status of Title. The CITY warrants that the CITY has all right, title and interest to the South Mine in spite of transferring certain surface rights to HEARTLAND and any further transfer of surface rights to the Additional City Property and has the full power and authority to enter into and execute this Lease. The CITY further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the South Mine and that there are no other encumbrances on the title to the South Mine that would prevent LAFARGE from using the South Mine for the uses intended by LAFARGE as hereinafter set forth in this Lease.

55. Unreasonable Delay. In the event either Party is prevented from performing its rights and obligations contained herein due to Unavoidable Delay, the Term or Extended Term will be automatically extended for such period. In the event any such period will continue for six

(6) consecutive months, then in that event either Party may cancel this Lease on thirty (30) days written notice to the other.

56. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

57. Captions. The captions of the sections of this Lease are for convenience and are not to be interpreted as part of this Lease.

58. Consent. Each Party agrees to act reasonably and in good faith in all matters affecting or pertaining to any obligations stated in this Lease, notwithstanding the failure of any provision to explicitly require it. Unless otherwise provided in this Lease, any consent required shall not be unreasonably withheld.

59. Interpretation. This Lease shall be interpreted liberally to effect the intention of the Parties. No interpretative convention shall be used to favor the non-drafting Party, as this Lease has been negotiated by the Parties with the assistance of counsel of their choosing.

60. Venue. This Lease shall be enforced in accordance with the laws of the State of Illinois. THE PARTIES HERETO FURTHER ACKNOWLEDGE AND AGREE THAT ANY DISPUTE UNDER OR RELATING TO THIS LEASE SHALL BE LITIGATED AND DECIDED IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR THE CIRCUIT COURT OF KANE COUNTY FROM THE EFFECTIVE DATE OF THIS LEASE. THE PARTIES HERETO SUBMIT TO AND ACCEPT FOR THEMSELVES THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE PARTIES HERETO WAIVE ANY CLAIM THAT EITHER OF THESE COURTS IS NOT A CONVENIENT FORUM OR THE PROPER VENUE FOR ANY SUCH SUIT, ACTION OR PROCEEDING.

[SIGNATURE PAGE FOLLOWS]

LAFARGE AGGREGATES ILLINOIS, INC.,
an Illinois corporation

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

By: _____

By: _____

Its: _____

Its: _____

ATTEST: _____

EXHIBITS TO LEASE

A-1	Depiction of land formerly owned by the CITY, Heartland Recycling Property and ComEd Property
A-2	Depiction of Conco Mine
A-3	Depiction of Heartland Property
A-4	Depiction of 23 acres of property to the east of the South Mine owned by the CITY
B-1	Legal Description of land formerly owned by CITY
B-2	Legal Description of Conco Mine
B-3	Legal Description of Heartland Property
B-4	Legal Description of ComEd Property
B-5	Legal Description of the 23 acres of property to the east of the South Mine owned by the CITY
C	Ventilation Shaft
D	Royalty Payments Exhibit
E	Geographic Section of the 3 levels in the South Mine
F	Map of Level 3 of South Mine
G	Location of Portion of Storage Facility – To Be Provided by Lafarge
H	City’s Water Treatment Plant Lagoons Diagram
I	Pricing Chart for Roadway Rehabilitation – To Be Provided by the City
J	Pricing Chart for Maintenance of the Lagoons – To Be Provided by the City
K	Mine Safety Regulations and Training Requirements
L	Tollway Permit
M	UIC Permit
N, O	Map of Levels 1 and 2 South Mine
P	Floor Elevation and Ceiling Elevation for Levels 1 and 2
Q	Berm Relocation Plan
R	Joint Sealing
S	Environmental Disclosure Statement by Lafarge
T	Right of Entry Agreement
U	Acknowledgement and Agreement

Exhibit A-1

**Map Depicting former CITY Property and
ComEd Property Adjacent to South Mine**

Exhibit A-2

Map Depicting Conco Mine

Exhibit A-3

Depiction of HEARTLAND RECYCLING PROPERTY

Exhibit A-4

Depiction of 23 Acres of CITY PROPERTY East of South Mine

Exhibit B-1

Legal Description of Land formerly Owned by the CITY

PARCEL 1

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 28.25 CHAINS; THENCE WEST TO A LINE DRAWN PARALLEL WITH AND 220 FEET WEST OF, MEASURED AT RIGHT ANGLES THERETO, THE EAST LINE OF SAID NORTHWEST 1/4 FOR THE POINT OF BEGINNING; THENCE WEST TO THE CENTER LINE OF STATE ROUTE 25; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO THE SOUTHWEST CORNER OF PARCEL NO. E-1C-346 AS ACQUIRED BY ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY AS CASE NO. 57-928; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. E-1C-346, BEING ALONG A LINE FORMING IN ANGLE 103 DEGREES, 11 MINUTES, 0 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 1287.36 FEET TO THE MOST WESTERLY CORNER OF PARCEL NO. E-1C-346. 3 AS ACQUIRED BY SAID ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY AS CASE NO. 57-928; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE LAST DESCRIBED PARCEL, BEING ALONG A LINE FORMING AN ANGLE OF 7 DEGREES, 45 MINUTES, 0 SECONDS THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 291.65 FEET TO A LINE DRAWN NORTH, PARALLEL WITH SAID EAST LINE OF THE NORTHWEST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2

LOT 4 (EXCEPT THE SOUTH 40 FEET THEREOF) IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER ASSESSORS MAP FOR THE YEAR 1885 IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Exhibit B-2

Legal Description of Conco Mine

TRACT #1

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 2 OF JACOB DICKE'S ADDITION TO NORTH AURORA; THENCE S 88°41'23" E, 153.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE N 17°42'17" W, 762.95 FEET ALONG THE EAST LINE OF JACOB DICKE'S ADDITION TO AN IRON ROD SET AT A CORNER OF THE LAFARGE AGGREGATES ILLINOIS, INC. PROPERTY (SEE DOCUMENT #2005K081854); THENCE ALONG SAID LAFARGE AGGREGATES ILLINOIS, INC. PROPERTY (SEE DOCUMENT # 2005K081854) THE FOLLOWING THREE (3) CALLS: THENCE N 72°17'43" E, 80.55 FEET TO AN IRON ROD SET; THENCE N 14°55'09" E, 178.18 FEET TO AN IRON ROD SET; THENCE N 86°22'16" E, 12.46 FEET TO A CORNER OF THE COMMONWEALTH EDISON PROPERTY (SEE DOCUMENT #657472); THENCE ALONG SAID COMMONWEALTH EDISON PROPERTY THE FOLLOWING TWO (2) CALLS: THENCE N 86°22'16" E, 1904.10 FEET TO AN IRON PIPE FOUND; THENCE S 01°09'05" E, 2087.09 FEET, PASSING AN IRON ROD FOUND AT 1953.89 FEET, TO A POINT IN THE ORIGINAL NORTH RIGHT-OF-WAY LINE OF THE I-88 TOLLWAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) CALLS: THENCE S 77°41'57" W, 308.16 FEET TO A POINT; THENCE S 85°28'53" W, 296.76 FEET TO A POINT; THENCE N 04°31'07" W, 35.05 FEET TO A POINT; THENCE S 85°28'53" W, 200.00 FEET TO A POINT; THENCE S 04°31'07" E, 35.05 FEET TO A POINT; THENCE S 85°28'53" W, 818.24 FEET TO AN IRON ROD SET IN THE EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 25; THENCE N 17°52'37" W, 1276.37 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN IRON ROD SET AT THE NORTHWEST CORNER OF THE LAFARGE AGGREGATES ILLINOIS, INC. PROPERTY (SEE DOCUMENT #93K83476); THENCE S 88°41'23" E, 5.26 FEET ALONG THE NORTH LINE OF THE LAFARGE AGGREGATES ILLINOIS, INC. PROPERTY (SEE DOCUMENT #93K83476) TO THE POINT OF BEGINNING.

SAID PARCEL TO CONTAIN 91.057 ACRES.

Exhibit B-3

Legal Description of HEARTLAND Property

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE ELEVATION 550.00 (NAVD 1988) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 28.25 CHAINS TO THE NORTH LINE OF LOT 4 OF THE ASSESSOR'S MAP OF 1885; THENCE WESTERLY ALONG SAID NORTH LINE, 200.02 FEET TO A LINE DRAWN PARALLEL WITH AND 220 FEET WEST OF MEASURED AT RIGHT ANGLES THERETO, THE EAST LINE OF SAID NORTHWEST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE OF LOT 4, 1028.09 FEET TO THE CENTERLINE OF STATE ROUTE 25; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE SOUTHWEST CORNER OF PARCEL NO. E-1C-346.1 AS ACQUIRED BY ILLINOIS TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY AS CASE NO. 57-928; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. E-1C-346.1, BEING ALONG A LINE FORMING AN ANGLE OF 103 DEGREES, 13 MINUTES, 17 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 1,354.39 FEET TO THE MOST WESTERLY CORNER OF PARCEL NO. E-1A-346.4 AS ACQUIRED BY SAID ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL E-1A-346.4 FORMING AN ANGLE OF 11 DEGREES, 17 MINUTES, 55 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 18659 FEET TO SAID LINE DRAWN 220 FEET WEST OF, AND PARALLEL WITH, SAID EAST LINE OF THE NORTHWEST QUARTER; THENCE SOUTH, ALONG SAID PARALLEL LINE, 1704.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF STATE ROUTE 25 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 WITH THE CENTER LINE OF STATE ROUTE 25; THENCE EASTERLY, ALONG SAID NORTH LINE 68.06 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 71 DEGREES 31 MINUTES, 27 SECONDS, MEASURED CLOCKWISE FROM SAID NORTH LINE 81.96 FEET; THENCE NORTHERLY, 312.59 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8534.37 FEET, SAID ARC FORMING A CHORD THAT MEASURES 178 DEGREES 57 MINUTES 05 SECONDS COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 312.59 FEET; THENCE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED ARC, 99.01 FEET; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 23.88 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 25; THENCE NORTHERLY, AT AN ANGLE OF 90 DEGREES 02 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE ALONG SAID EASTERLY RIGHT OF WAY LINE, 1243.41 FEET TO THE NORTHERLY LINE OF

416724_1

THE ABOVE DESCRIBED PROPERTY; THENCE WESTERLY, AT AN ANGLE OF 103 DEGREES 13 MINUTES 17 SECONDS MEASURED CLOCKWISE FROM THE EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY LINE, 33.98 FEET TO THE CENTER LINE OF SAID ROUTE 25; THENCE SOUTHEASTERLY, AT AN ANGLE OF 76 DEGREES 46 MINUTES 43 SECONDS, MEASURED CLOCKWISE FROM SAID NORTHERLY LINE, 1725.44 FEET TO THE POINT OF BEGINNING ALL IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Exhibit B-4

Legal Description of ComEd Property

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES 34 1/2 MINUTES WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 1860.8 FEET TO A CONCRETE MONUMENT IN THE WESTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, AS DESCRIBED IN A DEED DATED OCTOBER 23, 1958 AND FILED WITH THE RECORDER OF DEEDS OF KANE COUNTY, ILLINOIS, ON NOVEMBER 20, 1958 AS DOCUMENT 876099; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE A DISTANCE OF 475.67 FEET TO A LINE WHICH IS 220.00 FEET WEST AND PARALLEL WITH SAID EAST LINE OF THE NORTHWEST 1/4; THENCE NORTH 0 DEGREES 34 1/2 MINUTES EAST, PARALLEL WITH SAID EAST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 1437.85 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 45 MINUTES EAST ALONG SAID NORTH LINE 220.00 FEET TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM THAT PART WHICH LIES NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 WHICH IS 249.77 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 AND THENCE NORTHWESTWARDLY A DISTANCE OF 221.45 FEET; THENCE WESTERLY AT A DEFLECTION ANGLE OF 15 DEGREES 49 MINUTES TO THE LEFT A DISTANCE OF 17.37 FEET TO A POINT ON A LINE 220.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 WHICH IS 156.66 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4) IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

Exhibit B-5

Legal Description of 23 Acres of CITY PROPERTY East of South Mine

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, UNIT NO. 5, SHERWOOD GLEN SUBDIVISION, TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BLOCK 130.59 FEET TO THE SOUTH LINE OF KONEN AVENUE; THENCE WESTERLY ALONG SAID SOUTH LINE 50.00 FEET TO THE MOST WESTERLY LINE OF SAID UNIT NO. 5; THENCE NORTHERLY ALONG SAID MOST WESTERLY LINE OF SAID UNIT, 572.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE WESTERLY AND NORTHWESTERLY ALONG THE SOUTHERLY AND SOUTHWESTERLY LINE OF UNIT NO. 4, SHERWOOD GLEN SUBDIVISION, TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS 550.21 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE NORTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF PREMISES CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DOCUMENT NO. 837622, CORRECTED BY DEED RECORDED APRIL 8, 1959 AS DOCUMENT NO. 886464, THAT IS 631.05 FEET EASTERLY OF, AS MEASURED ALONG SAID SOUTHERLY LINE, THE WEST LINE OF SAID NORTHEAST QUARTER, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID TOLL HIGHWAY COMMISSION PREMISES 631.05 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID WEST LINE 1207.23 FEET TO THE NORTHERLY LINE EXTENDED WESTERLY OF POPP'S INDUSTRIAL PARK, AURORA, KANE COUNTY, ILLINOIS; THENCE EASTERLY ALONG SAID NORTHERLY LINE EXTENDED AND SAID NORTHERLY LINE 1124.78 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Exhibit C

Ventilation Shaft

Exhibit D

Royalty Payments

To be Updated by Lafarge

Exhibit E

Geographic Section of the 3 Levels in the South Mine

Exhibit F

Map of Level 3 of the South Mine

Exhibit G

Location of Portion of Storage Facility

To Be Provided by Lafarge

Exhibit H

City Water Treatment Plant Lagoons Diagram

Exhibit I

Pricing Chart for Roadway Rehabilitation

To Be Provided by the City

Exhibit J

Pricing Chart for Maintenance of the Lagoons

To Be Provided by the City

Exhibit K

Mine Safety Regulations and Training Requirements

Any workers that the CITY employs or contracts for the purpose of inspecting the lime sludge Storage Facility underground will be required to complete some form of safety training, per the federal regulations set out in Title 30 CFR, Part 48. Depending on each individual's level of involvement in the Facility project, as well as a number of other factors, different training requirements might apply. Furthermore, all training needs to follow a training plan that has been approved by the Mine Safety and Health Administration (MSHA).

It should be noted that this exhibit is not intended to include a transcript of Title 30 CFR, but to offer a summary of the major points regarding training requirements for underground miners; the legal text can be found on-line at www.msha.gov/30CFR/CFRINTRO.HTM. In addition to the training requirements for the CITY's workers, all independent contractors (as defined in Part 45) will be required to adhere to the other parts of the law. As with any federal law that may be revised or amended from time to time, the law should be reviewed on a regular basis to identify any changes that may occur.

Part 48 is split into two subparts: Subpart A for underground mines and Subpart B for surface coal mines and surface areas of underground mines. The standard practice for LAFARGE's underground mines in the Chicago market area is to combine the topics required for both Subparts A and B into one training course. Any training given to the CITY's workers should follow the same template.

Three different "levels" of training are defined in Part 48, Subparts A and B: Training of New Miners (48.5/48.25), Experienced Miner Training (48.6/48.26), and Hazard Training

(48.11/48.31). In addition, annual refresher training is required every 12 months for all workers who will be on-site for more than one year (48.8/48.28), and task training is required for all workers who will be working with equipment with which they have little or no previous experience (48.7/48.27).

Although some contracted companies are expected to develop their own training plans, it would be beneficial to both LAFARGE and the CITY if the CITY's workers are trained in accordance with LAFARGE's training plan. This would not only ensure that the appropriate training is applicable to the specific site, but also reduce some of the time required for training.

Every worker who will be working underground for more than 40 hours, whether consecutively or non-consecutively, and all direct supervisors of those working underground, will be required to receive new miner training as set out in Part 48.5/48.25 unless they can show proof that they have already received their new miner training. New miner training is required to cover a number of topics over the course of 40 hours, eight of which have to be at the mine site. Any such worker who can show proof that they have already received their new miner training will be required to receive experienced miner training as set out in Part 48.6/48.26. Experienced miner training is required to cover a smaller set of topics over the course of eight hours, all of which have to be on the mine site. All training must be conducted by an MSHA-approved instructor listed on LAFARGE's training plan.

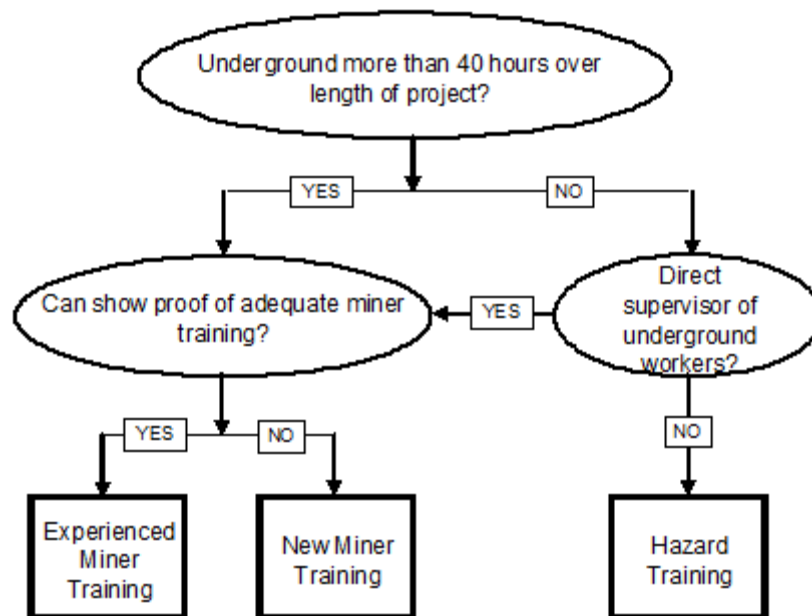
Any worker who will be working underground for less than 40 hours throughout the duration of the project (not including direct supervisors of those working underground) will be required to receive hazard training (sometimes called "site-specific training") as set out in Part 48.11/48.31. Hazard training is required to give an introduction to the hazards present at the

mine and usually lasts approximately 30 minutes. MSHA does not set specific time or location requirements for hazard training, and it can be conducted by any experienced miner on-site.

Depending on the length of time required for the CITY to complete the Facility, some workers may be required to receive annual refresher training as set out in Part 48.8/48.28. Annual refresher training is a minimum eight-hour course and must be conducted by an MSHA-approved instructor listed on LAFARGE's training plan.

For those workers who may be working with equipment (including various hand tools) or performing tasks with which they have little or no prior experience, task training will be required as set out in Part 48.7/48.27. MSHA does not set specific time or location requirements for task training, and it can be conducted by anyone who is experienced with the piece of equipment or specified task.

MSHA requires that all underground training be recorded on MSHA Form 5000-23 and that all workers receive compensation at their standard wage during the course of any training. A flowchart and summary table of the training requirements are shown below.



Training Requirements by Classification

Classification	Title 30 CFR Reference	Length of Training	Required Instructor
New Miner	Part 48.5/48.25	Minimum 40 hours	MSHA Approved IU
Experienced Miner	Part 48.6/48.26	Minimum 8 hours	MSHA Approved IU
Task Training	Part 48.7/48.27	No time requirement	N/A
Annual Refresher	Part 48.8/48.28	Minimum 8 hours	MSHA Approved IU
Hazard Training	Part 48.11/48.31	Estimated 30 minutes	Experienced Miner

EXHIBIT L

Tollway Permit

EXHIBIT M

UIC Permit

EXHIBIT N

Map of Level 1 of the South Mine

EXHIBIT O

Map of Level 2 of the South Mine

EXHIBIT P

Floor Elevation and Ceiling Elevation for Levels 1 and 2

EXHIBIT Q
Berm Relocation Plan

EXHIBIT R

Materials Approved for Sealing of Joints

Materials approved for sealing unfilled joints, fractures, and natural voids shall include the following:

Shotcrete – a pumpable dry-mix or wet-mix concrete, applied by pressure via a nozzle onto a surface or into an opening. The nozzle may be either manually or mechanically operated. Various material mixes may be used based on the site-specific application.

Bentonite – an expandable clay, applied either as a pumpable slurry or as a dry-mix with the subsequent addition of water.

Grout – a cement and sand (or similar) mixture, applied by injection into an opening.

Materials other than those listed above may also be used as conditions warrant, with the consent of both Parties. All materials should be applied based on manufacturer's recommendations for the given application. Where ASTM standards exist for the given material and application, they shall be used as a basis for determining the optimal mixture and/or optimal method of application.

EXHIBIT S

Environmental Disclosure Statement

Pursuant to Section 28(f) of the Second Amended and Restated Lease between Lafarge Aggregates Illinois, Inc. (“Lafarge”) and the City of Aurora, Lafarge hereby discloses and states that it has received two (2) notices and/or complaints of violations in regard to environmental contamination at the North Mine or South Mine, generally described as follows: (1) notice from Fox Metro Water Reclamation, dated September 28, 2011; and (2) Complaint, dated December 13, 2011, from the People of the State of Illinois, *ex rel.* Lisa Madigan, Attorney General of the State of Illinois.

Lafarge has taken the necessary corrective action to be in full compliance in both of these matters.

**LAFARGE AGGREGATES ILLINOIS, INC.,
an Illinois Corporation**

By: _____

Its: _____

EXHIBIT T

Right of Entry Agreement

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the Lafarge Aggregates Illinois, Inc. (hereinafter “LAFARGE”), the CITY OF AURORA (“CITY”) and _____(hereinafter “LICENSEE”). LAFARGE, the CITY, and LICENSEE are hereinafter sometimes individually referred to as a “Party” and jointly referred to as the “Parties”.

RECITALS

WHEREAS, LAFARGE and the CITY have entered into a certain Second Amended and Restated Lease dated _____, 2019 (hereinafter the “Lease”) granting to LAFARGE the right to continue certain subterranean mining operations beneath the property owned by the CITY (“CITY Property”) generally located south of Mettel Road and east of Route 25 within the corporate limits of the CITY (hereinafter the “South Mine”), while at the same time permitting the construction of a lime sludge storage facility (“Storage Facility”) pursuant to an IEPA Permit as that term is defined in the Lease and other Governmental Approvals, if any, for the storage and/or disposal of lime sludge in already mined out portions of the South Mine on Levels 1 and 2; and

WHEREAS, the Lease grants to the CITY the right to inspect certain portions of the South Mine and construct the Storage Facility if the necessary permits are issued, as more fully detailed in the Lease; and

WHEREAS, the CITY has hired LICENSEE as a consultant, engineer, contractor, or otherwise and desires to have LICENSEE’s employees, agents, representatives, sub-contractors, consultants and/or engineers enter upon the South Mine on behalf of the CITY for purposes

relating to inspection of the South Mine or construction of the Facility and to conduct those activities (hereinafter the “Permitted Activities”) as more fully set out in the Lease during times and at locations acceptable to LAFARGE and only when LAFARGE personnel are present to supervise access; and

WHEREAS, LICENSEE understands that given LAFARGE’S interest in mine safety and federal regulations governing mine safety and the fact that access to the South Mine requires entering the mine that LAFARGE owns and operates in the Village of North Aurora (“Conco Mine”) and then traveling underground from the Conco Mine to the South Mine (the Conco Mine and South Mine are sometimes referred to herein as the “Premises”); and

WHEREAS, the Parties agree and acknowledge that LICENSEE shall bear the responsibility and/or liability associated with the presence of its employees, agents, representatives, sub-contractors, consultants and/or engineers to conduct the Permitted Activities within the Conco North and South Mine operated by LAFARGE, including any personal injury to those persons and/or caused by such person(s) who enter the mine to conduct the Permitted Activities on behalf of Aurora.

NOW, THEREFORE, for and in consideration of the above stated recitals which are incorporated by reference into this Agreement as if part of the body of this Agreement and the mutual promises and agreements set forth below, the sufficiency of which are hereby acknowledged by the Parties, LAFARGE, the CITY, and LICENSEE agree as follows:

1. Capitalized terms not defined herein shall have the same meaning as defined in the Lease.
2. Upon reasonable notice, LAFARGE hereby agrees to permit LICENSEE and any of its employees or any designated representatives, sub-contractors, vendors, engineers,

consultants and/or employees upon signing similar Right of Entry Agreement to enter the South Mine through the Conco Mine or through the Ventilation Shaft located above the South Mine, commencing on the Effective Date of this Agreement, to conduct the Permitted Activities and for no other purpose whatsoever, subject to the terms and conditions set forth in this Agreement and the Lease.

3. The CITY has agreed on behalf of the LICENSEE to reimburse LAFARGE for all costs and expenses incurred in connection with the use of LAFARGE'S personnel and equipment as a direct result of the Permitted Activities, in the event that LICENSEE acts in a negligent or willful manner, or fails to follow the mine safety requirements imposed by federal mine safety regulations on LAFARGE'S operation of the Conco North and South Mine.

4. Each of the Parties agrees to notify the other Parties in writing within thirty (30) days of the date any Party becomes aware of any claim which may fall within the terms of this Agreement.

5. Prior to entering upon the Conco Mine or the South Mine, LICENSEE agrees to furnish proof of insurance in minimum amounts for general liability (\$1M per occurrence and \$2M in the aggregate), automotive (\$1M per occurrence and \$2M in the aggregate), and worker's compensation coverage in statutory limits and shall deliver to the CITY and LAFARGE certificates of insurance or such other documentation acceptable to the CITY and LAFARGE evidencing the acquisition of the required insurance coverage naming the CITY and LAFARGE as an additional insured. LAFARGE may require such proof of insurance as a condition precedent to granting access to the Conco Mine or South Mine. However, the failure to require proof of insurance from LICENSEE shall not serve as a waiver of any rights, claims

and/or causes of action at law or in equity which LAFARGE may have from failure of LICENSEE to comply with the terms of this paragraph.

6. LICENSEE agrees that any authorized representative of LAFARGE has full authority concerning the subterranean mining operations of LAFARGE for safety reasons and LICENSEE agrees to comply with the directions or recommendations of the authorized representatives of LAFARGE having jurisdiction over the Conco Mine and South Mine relative to mining operations and safety regulations.

7. The Permitted Activities shall be performed at LICENSEE'S sole cost and expense and shall at all times be conducted in a safe and sanitary manner and in accordance with all applicable federal, state and local laws, ordinances and regulations. LICENSEE shall take all reasonable safety precautions in engaging in the Permitted Activities. LICENSEE shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises any equipment or materials, except as otherwise permitted under the terms of the Lease.

8. LICENSEE'S activities on the Premises shall be conducted in a manner so as not to prevent or unreasonably interfere with the use of the Premises by LAFARGE in its mining operations. LICENSEE acknowledges that it is aware that the Conco Mine and South Mine are both active mines in which LAFARGE mines various aggregate stone products using blasting and LICENSEE will insure that its employees are aware of the risks associated with engaging in the Permitted Activities within an active mine. LICENSEE understands that it must have its employees take such mine safety training as required by the Lease and that all of its employees entering the mines must take the site specific training provided by LAFARGE and wear all necessary safety gear and carry all required safety equipment.

9. Any rights to the Premises not specifically granted to LICENSEE herein are reserved to LAFARGE, its successors and assigns.

10. No waiver of any obligation or default of LICENSEE shall be implied from omission by LAFARGE to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

11. This Agreement and the rights and obligations accruing hereunder are binding upon the successors and assigns of LAFARGE, the CITY, and LICENSEE.

12. This Agreement shall be construed under laws of the State of Illinois. The Parties consent to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois or the Circuit Court of Kane County for any dispute arising under the terms of this Agreement and the Parties agree to waive any objection to venue including *forum non conveniens*.

13. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

14. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that such exclusion does not unfairly prejudice the rights of either Party to this Agreement.

15. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if

sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by LAFARGE at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail or on the first business day after successful transmission if sent by facsimile transmission.

If to CITY: CITY of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: Mayor

With a copy to: Corporation Counsel
CITY of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: Rick Veenstra

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attn: Dennis G. Walsh

If to LAFARGE: Lafarge Aggregates Illinois, Inc.
15194 Illinois Route 47
Elburn, Illinois 60119
Attn: Matt Dantine

Lafarge Aggregates Illinois, Inc.
Attn: Legal Department
6211 N. Ann Arbor Road
P.O. Box 122
Dundee, MI 48131

With a copy to: Dykema Gossett PLLC
2300 Cabot Drive, Suite 505
Lisle, Illinois 60532
Attn: Bruce L. Goldsmith

If to LICENSEE: _____

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the day and year first written above.

LAFARGE AGGREGATES ILLINOIS, INC., an Illinois corporation

By: _____

Its: _____

CITY OF AURORA

By: _____

Its: _____

LICENSEE

By: _____

Its: _____

ATTEST:

SUCCESSOR MINE OPERATOR

By: _____

Its: _____

ATTEST:

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EXHIBIT U

Acknowledgement and Agreement Form

THIS ACKNOWLEDGEMENT AND AGREEMENT, made this ____ day of _____, 20__ by and between the Lafarge Aggregates Illinois, Inc. (hereinafter “LAFARGE”), _____ (“Successor Mine Operator”) and the CITY of Aurora. LAFARGE. Successor Mine Operator and Aurora are hereinafter sometimes individually referred to as a “Party” and jointly referred to as the “Parties”.

RECITALS

WHEREAS, LAFARGE and the CITY of Aurora, a municipal corporation in the State of Illinois (hereinafter “Aurora” or the “CITY”), have entered into a certain Amended and Restated Agreement for Lease dated _____, 2019 (hereinafter the “Second Lease”) granting to LAFARGE the right to continue certain subterranean mining operations beneath the property owned by the CITY (“CITY Property”) generally located south of Mettel Road and east of Route 25 within the corporate limits of Aurora (hereinafter the “South Mine”) while, at the same time, permitting Aurora to construct a facility (“Lime Sludge Storage Facility”) for the storage and/or disposal of lime sludge in already mined out portions of the South Mine on Levels 1 and 2 if the necessary permits are issued by governmental authorities or allowing LAFARGE to continue to mine on Levels 1 and 2 and construct a Level 3 mine; and

WHEREAS, pursuant to the Lease, LAFARGE has the right to assign the Lease to a Successor Mine Operator, subject to consent by the CITY which the CITY has given to the Successor Mine Operator, and,

WHEREAS, the Successor Mine Operator acknowledges that it has executed an assignment of the Lease (“Assignment”) with LAFARGE and has reviewed the Lease and specifically represents to the CITY that Successor Mine Operator agrees to assume and accept any and all the obligations of the Lease and otherwise stand in the place of LAFARGE as operator of the subterranean mine under the CITY Property;

NOW, THEREFORE, in consideration of the entry into this Acknowledgement and Agreement and the assumption of the obligations of the Lease, the sufficiency of such consideration being good and treated as consistent with the terms of the Lease allowing for an assignment of the rights of the Lease to the Successor Mine Operator, it is hereby agreed as follows:

1. Successor Mine Operator acknowledges that it has exercised its own due diligence and judgment in reviewing the obligations created by the Lease, agrees to be bound by its terms as Lessee of the subterranean mining rights granted to LAFARGE under the terms of the Lease, and understands that no material term of the Lease has been changed, altered and/or modified, except as may be reflected in writing executed by the CITY and LAFARGE and disclosed to Successor Mine Operator prior to the execution of the Assignment.

2. Successor Mine Operator hereby undertakes and agrees to be bound by all obligations created by the Lease including, but not limited to, the obligation to operate the Storage Facility, give the CITY reasonable access to the South Mine, engage in Mining Activities consistent with the terms of the Lease, and maintain insurance.

3. Successor Mine Operator shall have only those remedies afforded under the Lease and the Assignment of the mining rights with LAFARGE in the event that Successor Mine

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Operator alleges and/or asserts any claim against the CITY and/or LAFARGE. Successor Mine Operator specifically waives any and all claims, causes of actions and/or defenses that might otherwise be available at law or in equity, except those specifically afforded in the Lease and the Agreement and/or Contract for assignment of the mining rights under the terms of the Lease.

4. Successor Mine Operator agrees to hold harmless and indemnify LAFARGE from any and all claims, causes of action or other demands from the CITY and any and all third parties arising out of the mining activities from and after the Effective Date of the Assignment, except for those obligations assumed by LAFARGE prior to the Effective Date of the Assignment, including any royalty payments owed by LAFARGE to the CITY for the period of time prior to the Effective Date of the assignment. Successor Mine Operator agrees to begin to actively conduct mining activities as soon as practicable after the Effective Date of the assignment.

5. The CITY agrees to release and discharge LAFARGE from any and all obligations of the Lease upon the assumption of those obligations by the Successor Mine Operator.

6. The Parties agree that no additional term and/or obligation shall be imputed under the terms of the Lease, except for those written amendment(s) and/or modification(s) which may have been or may be executed as required under the terms of the Lease.

7. The Parties agree that this Agreement and Acknowledgement reflects the entirety of the agreement between the parties regarding the Assignment of the subterranean mining rights afforded and assigned under the terms of the Lease and that no party shall be entitled to rely on any representation, oral or otherwise, not explicitly set forth herein.

8. The Parties agree and acknowledge that they have the authority to enter into this Acknowledgement.

9. The Parties agree that in the event that any provision of this Acknowledgement shall be deemed unenforceable by a court of competent jurisdiction, that the remaining terms of this Acknowledgement shall remain in full force and effect.

10. The Parties agree that any and all disputes under this Agreement and the Lease shall be governed by the law of the State of Illinois and that venue of any such dispute shall be vested exclusively in either the District Court for the Northern District of Illinois or the Circuit Court of Kane County, Illinois.

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

**LAFARGE AGGREGATES ILLINOIS,
INC., an Illinois corporation**

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

By: _____

By: _____

Its: _____

Its: _____