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AGREEMENT FOR LEASE

THIS AGREEMENT FOR LEASE ("Lease") made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **LAFARGE AGGREGATES ILLINOIS, INC.**, an Illinois corporation with its principal office in Elburn, Illinois (hereinafter "LAFARGE" for brevity), and the **CITY OF AURORA**, a municipal corporation of the State of Illinois and home rule unit of government (hereinafter the "CITY" for brevity), (collectively, the "Parties");

**RECITALS**

A. The CITY is the owner of certain property (the "CITY Property") depicted on **Exhibit A-1** and legally described in **Exhibit B-1**, consisting of approximately 70.9± acres located south of the Illinois Tollway (Interstate 88) and Mettel Road and immediately to the east of Illinois Route 25. The subsurface of the CITY Property has been leased for mining purposes for many years. A portion of the CITY Property was previously used for a landfill.

B. 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 construction, reconstruction, repair, maintenance and operation of an underground mine, including the right to remove limestone and dolomite deposits ("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 ("South Mine"). LAFARGE is currently mining Aggregates on levels 1 and 2 of the South Mine ("Levels 1 and 2"), which are below the surface of the CITY Property.

C. LAFARGE is the owner of a tract of land located immediately north of the Illinois Tollway and immediately east of Illinois Route 25 (the "North Mine"), which is depicted on **Exhibit A-2** and legally described in **Exhibit B-2**. LAFARGE has been conducting surface and subsurface Mining Activities at the North Mine and plans to continue mining the North Mine for up to forty (40) more years

or until the mineral deposits are fully extracted. Currently, the only access to the South Mine is through the North Mine.

D. The CITY intends to sell the surface rights to the CITY Property to Heartland Recycling, L.L.C. (hereinafter "HEARTLAND" for brevity) for use as a clean construction and demolition debris ("CCDD") landfill, subject to necessary government permitting and the surface would then be redeveloped for commercial or industrial uses as mutually agreed to by HEARTLAND and the CITY.

E. The CITY'S goal is to economically dispose of and permanently store lime sludge from its Water Treatment Plant on Levels 1 and 2 of the South Mine using an injection system anticipated to be permitted as a Class V Injection Well ("UIC Permit") under the Illinois Environmental Protection Agency ("Illinois EPA") Underground Injection Control Facility program ("Facility") starting with disposal and storage on Level 2, beginning no later than April 30, 2015 (hereinafter referred to as the "CITY'S GOAL").

F. Assuming the CITY receives the UIC Permit by October 31, 2013, LAFARGE is agreeing to vacate Levels 1 and 2 of the South Mine by April 30, 2014 ("Cessation Date"). In the event that the date of issuance of the UIC Permit is delayed beyond October 31, 2013, then the Cessation Date will be determined by adding one day for every day of delay after the October 31, 2013 date that the UIC Permit is issued. 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 Facility to begin in accordance with the obligations set out in Sections 16.A and 18.A of this Lease.

G. Prior to the CITY commencing Facility operation in April 2015, or such other date as tied to the actual Cessation Date, and in accordance with the schedule outlined in Section 18 of this Lease, LAFARGE shall complete all of the obligations outlined in this Lease that are necessary to allow the CITY to commence operation of the Facility.

H. LAFARGE has 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-3** and depicted on **Exhibit A-1**, and is seeking on ComEd's behalf to have the CITY annex and rezone the ComEd Property to allow the ComEd Property to be mined.

WITNESSETH 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 the Lease. All capitalized terms not defined in the Recitals are defined in the body of this Lease.

2. CITY Property. Approximately 50 acres of the 70.9 acres comprising the surface of the CITY Property was formerly a surface stone quarry. The remainder of the surface CITY Property was a former landfill. The subsurface deposits of Aggregates under the CITY Property on Levels 1, 2 and 3 constitute the South Mine.

3. Existing CONCO Lease. Upon execution of this Lease, the Parties agree that the CONCO Lease will terminate, subject to payment of any final royalties due for stone extracted prior to the termination date of the CONCO Lease.

4. Grant of Lease/Termination.

A. Lease Term. The CITY does grant, demise, lease and let exclusively onto LAFARGE certain limited portions of the South Mine for the sole and only purpose of engaging in Mining Activities in the subsurface consistent with this Lease ("Lease Term") for the term of: (1) Twenty (20) years from the Commencement Date for Levels 1, 2 and 3 in the event that the CITY does not receive the UIC Permit; or (2) Twenty years from the Commencement Date as to Level 3 and until the Cessation Date for Levels 1 and 2 if the CITY receives the UIC Permit and builds the Facility; or (3) From the Commencement Date until six months after the date that either the CITY or LAFARGE exercises the right to termination described in sub-section B. below, subject to the closure obligations on LAFARGE.

B. The CITY reserves the right to terminate this Lease prior to the Lease Term if the CITY'S UIC Permit Application has been denied by the Illinois EPA or if the CITY chooses not to pursue a UIC Permit for the purpose of lime sludge disposal or abandons the CITY'S GOAL ("Termination Event"). This right to terminate shall be exercised by the CITY within six (6) months of the Termination Event, or this right shall lapse if not exercised within the six (6) month period. The six (6) month period shall run from the date that the CITY receives written notice that the UIC Permit is denied or the date the CITY Council takes action to abandon the permit application process or the CITY'S GOAL (or the Mayor takes such action if the CITY Council delegates such power to the Mayor). The CITY has an affirmative duty to promptly inform LAFARGE of the Termination Event in order to exercise this right of termination. Similarly, LAFARGE shall also have a right to terminate this Lease during the same six (6) month period in which the CITY has reserved a right to terminate this Lease. These reciprocal reservations of the right to terminate shall become void upon the issuance of a UIC Permit to the CITY and the CITY'S determination to proceed with the construction of the Facility in conjunction with the CITY'S GOAL. In the event that the CITY terminates this Lease during the six (6) month termination period, LAFARGE shall have one year from the date the CITY issues a notice of termination to comply with all closure responsibilities set out below in D. below. If, and only if, the City terminates this Lease during the six (6) month termination period of this sub-section, then upon LAFARGE'S vacation of the South Mine the City's right to access to the South Mine through the North Mine shall likewise terminate. Otherwise, the rights of the CITY and the obligations of LAFARGE that survive termination shall continue to be in force and effect.

C. The Parties agree that in addition to the expiration of the Lease Term or the rights in sub-section B above, this Lease may be terminated: (1) 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 applicable cure period; or (2) By LAFARGE upon the exhaustion of the Aggregates or the lack of any

further commercially minable Aggregates in the South Mine, as certified to the CITY by LAFARGE in LAFARGE'S sole discretion.

D. In any such termination event, except for termination of the Lease Term solely as it applies to Levels 1 and 2 as of the Cessation Date, LAFARGE shall have one year to terminate all Mining Activities and perform the following closure responsibilities:

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

(iii) LAFARGE shall remove all of its equipment and appurtenances, and all excavations, stockpiles, shot rock, impoundments, settling basins, berms (not being used as part of the Facility by the CITY), 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 having jurisdiction over the South Mine relating to closure of a mine.

E. Upon termination of this Lease, LAFARGE will quitclaim all right, title and interest of LAFARGE to any and all spaces or Aggregates remaining in the South Mine to the CITY and the CITY shall have the right to full use and occupancy of the South Mine.

F. The relevant portion of the South Mine that is granted to LAFARGE for the Lease Term as described above shall be the real property containing the demised premises for the purposes of this Lease and for the purposes of the Illinois Landlord Tenant Act, 765 ILCS 705/0.01, et seq.

5. Royalties during Lease Term. In lieu of rent, LAFARGE will make monthly royalty payments to the CITY consistent with the methodology used under the CONCO Lease as follows:

A. LAFARGE will pay the CITY a royalty payment monthly within thirty (30) days of the end of each month on any Aggregates mined from the South Mine in that month as follows:

(i) Commencing on the execution of this Lease until December 31, 2012, the royalty shall be thirty-two cents (.32¢) per ton and shall then be adjusted annually starting on January 1, 2013 for changes in the cost of living compared to the value in effect for 2012, using the Consumer Price Index for the Chicago Metropolitan Region;

(ii) The amount of the royalty and the methodology that the CITY and LAFARGE shall use to calculate and verify the weight of excavated material and to make payments of the fee will be consistent with the methodology used in the report form currently given to the CITY and attached as **Exhibit C-1**, which involves the surveying of the drifting advance of mining in the South Mine by LAFARGE'S mine engineers to determine the tonnage mined;

(iii) Within 60 days of the end of the year, LAFARGE will also calculate the prior year's royalty based on 3.5% of the "average selling price" of the total production for the prior year in a manner set forth on **Exhibit C-2**. If this amount is determined to be higher than the cumulative payments made for the prior year, LAFARGE will transmit to the CITY the difference within 30 days.

(iv) LAFARGE agrees to keep and to have in possession complete and accurate books and records showing the drifting advance of its Mining Activities in the South Mine and to permit the CITY at all reasonable hours to examine the same or to furnish copies of same to the CITY within 30 days following written request, along with supporting documentation. All said books and records shall be retained by LAFARGE and made available in Illinois to the CITY for a period of not less than three (3) years.

(v) If any such examination shall reveal, or if either Party shall discover, any error or inaccuracy in LAFARGE'S statement, payment, calculation, or determination, then proper adjustment or correction thereof shall be made as promptly as practicable thereafter in a manner agreed to by the Parties.



(vi) As long as the CITY complies with the mine safety provisions set forth in Section 10 below, the CITY or the CITY'S duly authorized agent is authorized to check, go through or on any part or all of the South Mine or North Mine (for access to the South Mine only) to examine, inspect, survey and take measurements of the same and to take samples of any kind and to examine and make extracts from or copies of all books and records which show in any way the material output, material values, payments and royalties from and of the South Mine. LAFARGE shall make available to the CITY its surveying equipment to check the calibrations for accuracy and also shall, at the CITY'S request, set benchmarks in the South Mine to allow the CITY to verify the accuracy of the calculations of the drifting advances used to measured tonnage for the royalty calculations. All conveniences necessary for such inspection, survey, or examination shall be furnished by LAFARGE to the CITY. The CITY may require LAFARGE to provide all instruments and documents of any kind and nature whatever which affect the CITY'S interests.

6. LAFARGE'S Mining Activities.

A. Pursuant to the terms of the CONCO Lease, CONCO and LAFARGE, as its successor, have conducted Mining Activities in the South Mine. 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 D**.

B. LAFARGE has provided the CITY with a mine plan, attached as **Exhibits E and F** that accurately locates the rooms and pillars in Levels 1 and 2 of the South Mine. LAFARGE agrees to translate this mine plan in accordance with **Exhibit G**. LAFARGE also agrees to provide the CITY with an accurate and detailed survey map ("Survey") of Levels 1 and 2 of the South Mine and that is consistent with the mine plan and complying with the requirements outlined in **Exhibit G** within 60 days of the date of execution of this Lease, which will become **Exhibit H**. The Survey must be signed by an Illinois Registered Land Surveyor. The Survey shall include the proposed locations of the Kennedy Stoppings as described in Section 12 below and as designated by the CITY, the location of the existing air shaft, all openings, ramps, declines, etc., the areas of mining, including the areas of breast and bench cuts, the location of the four points at which the CITY intends to drill from the surface to Level 1 (subject to the CITY providing the necessary coordinates); and any other features of the South Mine. The Survey must include the floor elevations of Level 1 and Level 2 in the form of a contour map based on **Exhibit G**. To the extent of any conflict between this subsection and **Exhibit G**, the exhibit shall control.

C. 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 by LAFARGE. LAFARGE agrees to report to the CITY'S designated representative any complaint received from any occupant of property in the vicinity of the South Mine or any governmental entity within 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 said 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 or all 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 or operation of the Facility, which the CITY shall address upon referral from LAFARGE.

D. LAFARGE has investigated the compatibility of the waste material to be placed in Levels 1 and 2 of the South Mine by the CITY in the operation of the Facility with LAFARGE'S mining permit requirements and applicable local, state and federal regulations, including the affects of potential byproducts from the lime sludge (hydrogen sulfide, methane, pH, etc.), testing to determine whether such byproducts will be created under the conditions present in the South Mine at the time of final disposal, and any atmospheric or other monitoring requirements for ongoing Mining Activities. If necessary, LAFARGE will conduct another review of these issues after the UIC Permit is issued to determine if any conditions of the UIC Permit affect Mining Activities on Level 3. Assuming the CITY meets the CITY'S GOAL, underground mining would continue simultaneously on Level 3 of the South Mine with the operation of the Facility once LAFARGE has constructed the necessary access to Level 3 of the South Mine and provided LAFARGE first certifies to the CITY that such mining can be conducted adhering to all applicable federal, state and local safety requirements.

E. LAFARGE will construct no other connections of any kind to the South Mine, other than those drifts specified in **Exhibit M**, unless otherwise approved by the CITY.

F. 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 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.

7. LAFARGE'S Mining Rights.

A. LAFARGE has a desire to economically extract the remaining Aggregate reserves from Levels 1 and 2 of the South Mine until the Cessation Date or until such later date as this Lease is terminated by its terms. LAFARGE shall be allowed to continue to engage in Mining Activities on these two levels of the South Mine as follows:

(i) LAFARGE may mine no closer than a five (5) foot setback from the boundary of the CITY Property, not including easements and rights-of-way on the west property boundary, with the

exception that 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 **Exhibits E, F and M**. The Parties agree that mining was conducted by Lafarge within the 75-foot setback zone prior to the construction of the Deep Monitoring Well as depicted on **Exhibits E, F, J and M**. The Parties also agree that the CITY informed LAFARGE of the proposed location of this monitoring well and LAFARGE approved this location prior to the well being constructed.

(ii) LAFARGE agrees that it will not mine that portion of the north end of the South Mine that is labeled as "do not mine" in the mine plans found in **Exhibits E and F**.

(iii) LAFARGE shall be allowed to mine south of the southern property boundary of the CITY Property to the centerline of Sullivan Road, the area of which is bounded by the eastern and western property lines of the City Property, in order to accommodate the CITY'S injection of lime sludge into Levels 1 and 2 of the South Mine.

(iv) The setback for mining along the eastern property boundary must include an adequate thickness of competent rock to be left in place to hold the lime sludge within the designated disposal areas on Levels 1 and 2 of the South Mine should LAFARGE choose to mine in the ComEd Property toward Sullivan Road. The Parties have agreed that this minimum thickness shall be twenty (20) feet from any wall of the Facility.

(v) Should LAFARGE choose to mine in the adjacent ComEd Property, the boundary of such mining to the south shall be the north boundary line of the Sullivan Road right of way.

(vi) Upon the Effective Date (as defined in Section 55 below), LAFARGE will make mining on Levels 1 and 2 of the South Mine the primary focus of its Mining Activities and will use its best efforts to extract all of the Aggregates from Levels 1 and 2 of the South Mine before the Cessation Date. With the exception of extracting dolomite from the North Mine to meet contractual requirements, constructing a decline to Level 3 in the North Mine, and routine maintenance operations in the North Mine, LAFARGE will mine Levels 1 and 2 of the South Mine before it conducts any further mining operations in the North Mine beyond the north boundary of the ComEd right of way.

B. Concurrent with the CITY'S construction and operation of the Facility, LAFARGE shall be allowed to mine Level 3 of the South Mine using 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 through tunnels (hereinafter referred to as "drifts") 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'S consultant and the limits of the mining 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 with access to Level 3 for the purpose of monitoring of the Facility for as long as the UIC Permit may require. The Parties understand that LAFARGE needs substantial lead time to prepare for access to Level 3 in the North Mine so that LAFARGE can create new drifts in order for LAFARGE to begin mining Level 3 of the South Mine, but mining of Level 3 of the South Mine must commence no later than April, 2019 unless the issuance of the UIC Permit is substantially delayed beyond the target date of October 31, 2013. The CITY understands that LAFARGE needs to maximize its mining in the North Mine during the interval prior to mining Level 3 in order to avoid sterilizing reserves in the North Mine that would be affected by proceeding to Level 3 without adequate consideration of existing reserves in the North Mine.

8. Parties' Right of Access Relating to the North and South Mines.

A. Included in the right 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 North Mine through the drifts under the Tollway. All Mining Activities must be undertaken by

LAFARGE consistent with the requirements under applicable federal, state and local municipal laws, ordinances, rules, guidelines, regulations promulgated by Governmental Authorities, bodies and agencies and shall not have an Adverse Effect on the CITY'S GOAL.

B. 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 in the South Mine which results in, or in the case of imminent threat could result in, a material increase in cost and expense to the CITY in reaching the CITY'S GOAL or is an obstruction that unreasonably interferes with the CITY'S ability to reach the CITY'S GOAL or the CITY'S construction and/or operation of the proposed Facility 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 unreasonably interferes with the CITY'S ability to reach the CITY'S GOAL.

C. LAFARGE has disclosed to the CITY and its consultants that in the mining of Aggregates in Levels 1 and 2 of South Mine where the CITY is planning to construct the Facility there may be physical abnormalities encountered, including karsts, voids, vugs, and other conditions that naturally present themselves or are commonly encountered in mining and these physical conditions are not considered Adverse Effects. LAFARGE agrees that it shall use generally accepted mining practices in order to minimize the effects of these naturally occurring conditions may have on the Facility.

D. The CITY also grants to LAFARGE, its designees, successors and assigns the right over, upon, across, through and under the subsurface of the South Mine to use any existing or future public or private utility easement(s) to provide electricity, gas, water, sewer (storm and sanitary), telecommunications and any other utilities for Mining Activities to the extent available and provided it does not have an Adverse Effect on the CITY'S GOAL.

E. LAFARGE grants to the CITY supervised access, consistent with mining safety practices, to the South Mine at Levels 1 and 2 as needed for the permitting, construction and operation of

the Facility and access to Level 3 in the event it is constructed, by allowing CITY representatives to traverse through the North Mine to the South Mine for as long as LAFARGE conducts mining operations in the North or South Mines and for the duration of the UIC Permit requirements as may be extended from time to time and for the duration of the operation of the Facility, subject to the following conditions:

(i) The CITY'S supervised access to Levels 1 and 2 will be provided so that the CITY can permit, construct, operate and maintain its Facility;

(ii) Although the CITY'S supervised access to Levels 1 and 2 on the CITY'S side will be eliminated with the construction of the Kennedy Stoppings, the CITY shall be allowed supervised access to the north face of the Kennedy Stoppings as is required in the determination of the CITY for the operation and maintenance of the Facility because some of the equipment to be used as part of the Facility will be located north of the Kennedy Stoppings. In the event that the CITY does not secure the UIC Permit, then such access will continue for as long as LAFARGE is allowed to conduct Mining Activities on Levels 1 and 2 or as otherwise agreed to by the Parties;

(iii) The CITY shall be allowed supervised access to Level 3 of the South Mine, if it is constructed, for the purpose of monitoring the Facility as may be required by the UIC Permit or as requested by the CITY. This access will be needed for the duration stated in the UIC Permit as may be extended from time to time and for the duration of the operation of the Facility.

(iv) Normal supervised access will be limited to normal hours of operation of the North Mine (currently 6:00 a.m. to 3:00 p.m.);

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

(vi) LAFARGE will provide emergency supervised access to the CITY upon request.

(vii) LAFARGE shall give the CITY supervised access to the Facility on Levels 1 and 2 of the South Mine during construction and after construction on the north side of the

Kennedy Stoppings and to Level 3 of the South Mine for as long as LAFARGE operates either Level 3 of the South Mine or the North Mine, including any additional mining areas allowed on the CITY'S side of the Tollway or north of the existing North Mine. In the event that LAFARGE is obligated to close the North Mine in order to complete a reclamation plan with the Village of North Aurora and the CITY is still operating the Facility or has any obligations to inspect the Facility under the post-closure procedures of the UIC Permit, then LAFARGE will construct a protected shaft to give the CITY access to Level 3 and the Facility. If requested by the CITY, LAFARGE will use its best efforts to modify or amend the reclamation plan with the Village of North Aurora to keep the North Mine open for as long as the CITY needs access for the Facility or Level 3. LAFARGE shall be relieved of any obligation to construct a protected shaft or otherwise provide access to the Facility if while LAFARGE is still operating the North Mine the CITY completes its post-closure responsibilities under the UIC Permit and the Illinois EPA verifies in writing that no further access to the Facility or Level 3 will be required.

9. Standards for Mining Activities. All Mining Activities undertaken by LAFARGE, its designees, successors and assigns pursuant to this Lease of the South Mine shall be installed, constructed, repaired, maintained and operated in a commercially reasonable manner consistent with all applicable laws and necessary permits and consistent with the CITY'S GOAL. LAFARGE will continue seismograph monitoring which is currently being conducted in the South Mine so as to meet federal vibration standards. The seismograph will be located in an area identified by the CITY and may be relocated in the future at the request of the CITY.

10. Mine Safety.

A. The CITY understands that LAFARGE engages in blasting as part of its Mining Activities. LAFARGE shall exercise reasonable care in engaging in Mining Activities in the South Mine and take the necessary safety precautions to adequately secure the South Mine; warn the CITY of any safety risks; and reasonably address the safety needs of the CITY during periods of construction, reconstruction, repair, maintenance and operation of the South Mine. 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 South Mine.

B. The CITY and any of its consultants and contractors involved in the construction of the Facility shall each designate a senior supervisor who will be required to meet all applicable training requirements as set forth in Title 30 CFR Part 48-Training and Retraining of Miners, prior to arriving on-site and conducting any work in areas within the federal Mine Safety and Health Administration's ("MSHA") jurisdiction. In addition, every person who will spend more than forty (40) hours in the South Mine shall be required to obtain mine worker training from such supervisors consistent with the mine worker training that is required by MSHA at no cost to LAFARGE. Specifically, this includes the training described on **Exhibit O**. In addition, every person entering the North Mine or South Mine on behalf of the CITY shall be required to take the site specific safety course at the North 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 and follow mine check in and checkout procedures. On every day that LAFARGE needs to conduct blasting in the North Mine, MSHA requires, prior to the time of the blasting, that all CITY representatives, consultants and contractors must either leave the South Mine through the North Mine or exit the South Mine using the alternative escape routes due to the presence of noxious fumes after blasting. LAFARGE generally schedules its blasting toward the end of the mining day and will not conduct any blasting activities before 3:00 p.m. on any day for as long as the CITY is constructing the Facility. After the CITY completes the Facility, LAFARGE may conduct blasting before 3:00 p.m.. If the CITY abandons the process of seeking a UIC Permit, LAFARGE may conduct blasting before 3:00 pm at such hours as do not interfere with any future use of Levels 1 and 2.

C. The CITY shall have the right to inspect, or have its agents or contractors inspect, the Mining Activities in the South Mine 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 to the South Mine), and said agent or contractor shall be accompanied by a representative of LAFARGE during any such inspection. All persons entering the North Mine and South Mine shall meet the site specific safety requirements established by LAFARGE.

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

E. 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 which are in violation of the standards set forth herein; provided, 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 challenge or appeal 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 in the South Mine so long as such undertaking would not be in violation of this Lease.

F. 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 South Mine have an Adverse Effect. If the CITY, in its reasonable determination, concludes that any such activities of 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 obligate LAFARGE to take any necessary corrective action in order to eliminate the Adverse Effect.

11. Tollway Property. Between the North Mine and the South Mine, the Illinois State Toll Highway Authority (the "Authority") owns a tract of land occupied by a toll highway commonly known as Interstate-88 ("I-88"). LAFARGE currently has a license from the Authority that allows the construction of four (4) drifts beneath the toll highway connecting the North Mine with the South Mine, of which three (3) drifts connecting Level 1 of the North Mine to Level 1 of the South Mine and one (1) drift connecting Level 1 of the North Mine to Level 2 of the South Mine. In order to open Level 3 in the South Mine and mine three (3) levels on the ComEd Property, LAFARGE needs to obtain a new license from the Authority to construct new drifts to access the reserves on these properties. The Parties have agreed in accordance with **Exhibit M** as to the location, dimensions and depths below ground level of these new drifts and shall cooperate with each other in securing the necessary approvals for the new drifts.

12. Prerequisites to Construction of CITY'S Proposed Facility.

A. In order to meet the CITY'S GOAL, four (4) isolation bulkheads, barriers or stoppings commonly known as "Kennedy Stoppings" are required to be built to properly seal the drifts on Levels 1 and 2 near the property boundary adjacent to the I-88 access as depicted in **Exhibits E, F, and J**. These Kennedy Stoppings are necessary to isolate the CITY'S lime sludge storage activities on Levels 1 and 2 of the South Mine from the mining operations in the North Mine.

B. LAFARGE 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: (1) All design and engineering work, in cooperation with the CITY, including the incorporation of necessary piping through the Kennedy Stoppings for power source access, venting and water extraction as depicted in **Exhibits E, F, and J** and as outlined in subsection F below; (2) construction of the Kennedy Stoppings and appurtenances; (3) sealing certain portions of the existing South Mine on Levels 1 and 2 against water and lime sludge seepage and gas migration conditions; (4)

provide a guarantee to the CITY of the integrity of the Kennedy Stoppings for as long as LAFARGE is actively engaged in mining at either the South Mine or North Mine, but in no event less than twenty (20) years; and (5) monitoring stability, seepage and gas migration conditions and perform maintenance of the Kennedy Stoppings for as long as LAFARGE is engaged in active mining at either the South Mine or North Mine, but in no event for less than twenty (20) years.

C. LAFARGE will provide the CITY, within a reasonable time ahead of such construction, the final construction-ready bulkhead design documents, including design criteria, construction, maintenance, monitoring plans, applicable drawings, and engineering backup. Within sixty (60) days of completion of the Kennedy Stoppings, LAFARGE shall submit to the CITY three (3) sets of as-built engineering plans and specifications.

D. The Kennedy Stoppings shall be designed and built in a manner and in a timeframe set out in Section 18 in order that the CITY can meet the CITY'S GOAL. LAFARGE will include 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 Facility imposed as part of the Governmental Approvals. The CITY shall be allowed to observe the construction of the Kennedy Stoppings, including by its consultants, at reasonable times and the completion of the Kennedy Stoppings is subject to a final inspection by the CITY.

E. LAFARGE will provide the CITY with cost protection on the construction of the Kennedy Stoppings at One Million Dollars (\$1,000,000.00). As such, notwithstanding any other provision in this Lease to the contrary other than the conditions set out below in the subsections of this section 12.E., the Parties acknowledge and agree that with respect to all the hard and soft costs of the construction of the Kennedy Stoppings, the CITY shall be responsible only to reimburse LAFARGE One Million Dollars (\$1,000,000.00) (the "CITY'S Contribution") in a manner as set forth below:

(i) Upon completion of construction of all of the Kennedy Stoppings and the receipt by the CITY of as built plans from LAFARGE, the CITY agrees to reimburse LAFARGE for the construction of the Kennedy Stoppings in the following manner:

(a) An initial cash payment of Five Hundred Thousand Dollars (\$500,000.00); and

(b) The CITY will refund back to LAFARGE 100% of any royalties paid by LAFARGE under this Lease from the Effective Date of the Lease until the CITY has repaid LAFARGE the balance of Five Hundred Thousand Dollars (\$500,000.00). In the event that LAFARGE is no longer able to mine in the South Mine, the CITY shall pay any balance due at such time as LAFARGE ceases such Mining Activities.

(ii) In the event that the construction of the Kennedy Stoppings exceeds the amount of the CITY'S Contribution, LAFARGE acknowledges and agrees that the CITY shall not be responsible for or be required to pay any sums in excess of the CITY's Contribution, all such additional sums being the responsibility of LAFARGE, and LAFARGE agrees to construct the Kennedy Stoppings for the benefit of the CITY and LAFARGE.

F. The Kennedy Stoppings shall have the following features in order to accommodate the CITY'S operation of the Facility and as outlined in **Exhibits I-1 and I-2**, subject to final design parameters provided to LAFARGE by the CITY for the piping, and LAFARGE will determine if such sizing can be structurally accommodated. Otherwise, the Parties will work together to achieve an 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.

13. 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 Facility, 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 existing vent shaft;

B. The surface concrete pad and metal collar over the existing vent 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 vent shaft shall be exposed;

E. The security fence that surrounds the vent shaft; and

F. The ladder within the vent shaft.

14. CITY'S Construction and Operation of the Facility.

A. Construction Requirements. The CITY accepts the condition of Levels 1 and 2 in their "as is/where is" condition in the event that the CITY receives the UIC Permit and takes over these Levels to construct the Facility, provided that LAFARGE complies with the provisions of 18.A. below prior to the Cessation Date. The CITY shall construct the Facility in accordance with the UIC Permit.

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

15. Lease Conditions. This Lease is conditioned on the following additional obligations of LAFARGE:

A. All Mining Activities are conducted for LAFARGE'S own account and at LAFARGE'S sole expense, subject to all of the following provisions:

(i) LAFARGE will be responsible for all costs and expenses it incurs in connection with the Mining Activities, including the mining, removal, transportation, processing and sale of Aggregates;

(ii) LAFARGE will mine the South Mine in accordance with the mining plan developed by LAFARGE as **Exhibits E, F, and M**, which lay out a plan for each of Levels 1, 2, and 3 respectively;

(iii) 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 E and F** respectively. These maps include the proposed locations of the Kennedy Stoppings; the location of the existing air 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 will be on **Exhibit H** once prepared.

(iv) LAFARGE must retain certain berms in the South Mine for safety during the construction of the Facility. The Parties have agreed to a procedure for the relocation of such berms and the construction of additional berms for use in the Facility (collectively "New Berms"), in accordance with the berm relocation plan found in **Exhibit J** and a staging plan set out in that exhibit. LAFARGE agrees to construct the New Berms necessary for the Facility at no cost to 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 North 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.

(v) LAFARGE will be responsible for obtaining and maintaining all required approvals, permits and licenses relating to its Mining Activities and ventilation to Level 3 and the North mine as long as the North Mine is being operated;

(vi) LAFARGE will be responsible for the payment of all taxes lawfully assessed on the South Mine. LAFARGE shall not be responsible for any real estate taxes assessed against any use at the surface of the CITY Property that is not part of the operation of the South Mine;

(vii) LAFARGE will not place or store in any level of the South Mine 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.

B. In the event that LAFARGE, in conducting Mining Activities on Level 3, encounters water or lime sludge, 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 or lime sludge under its own NPDES permit..

16. Activities Relating to the Construction of the Facility after the UIC Permit is issued.

A. LAFARGE will meet the CITY'S timetable set out in Section 18 below relating to vacating Levels 1 and 2 and will incur all costs in doing so, including the cost to move any equipment out of the South Mine, and will be solely responsible for supplying sufficient air to the future Level 3 mining operations in the South Mine.

B. 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 vent shaft in the South Mine on the Cessation Date.

17. Cooperation in 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 for obtaining the necessary license from the Authority. Such cooperation shall be limited in the permitting process to acknowledging the existence of the Lease



and LAFARGE'S right to mine the South Mine under the terms of the Lease. Similarly, the CITY shall acknowledge that LAFARGE has the right under the Lease to have access to Level 3 of the South Mine and to mine within the ComEd Property if the CITY grants the necessary annexation and zoning approvals.

B. LAFARGE will continue to cooperate and assist with the CITY'S pursuit of the CITY'S GOAL and the CITY'S pursuit of all necessary "Governmental Approvals" (which shall mean any permit, license, variance, certificate, consent, letter, clearance, exemption, decision or action or approval of a Governmental Authority) for the Facility from any and all Governmental Authority (which 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 Facility, including the "UIC Permit." LAFARGE agrees to cooperate with the CITY in the CITY'S attempt to obtain all necessary approvals and permits from any Governmental Authority and will do nothing to interfere with the CITY'S pursuit of its UIC Permit. LAFARGE will also cooperate and assist the CITY in the construction of the Facility. This cooperation and assistance will include, but not be limited to:

(i) LAFARGE providing access to the CITY and its consultants and contractors through the North Mine to the South Mine, in accordance with Section 8.E. hereof.

(ii) LAFARGE sharing any available information regarding the North Mine and South Mine, including previously collected data, geology, etc.

(iii) LAFARGE supplying technical and professional support needed as it pertains to Governmental Approvals and Facility construction, operation, and health and safety training/protocols and occupancy supervision, to the extent LAFARGE has any expertise or knowledge based on its operation of the South Mine.

(iv) 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 Facility.

(v) 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 Facility. 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 it does not interfere with the CITY'S GOAL.

(vi) LAFARGE reasonably assisting the CITY in gaining any Governmental Approvals required for the Facility (including the UIC Permit) and assisting 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 gaining approval of any Governmental Approvals, as long as the CITY does not take any steps that would impair operation of the North Mine or LAFARGE'S schedule to close the North Mine once reserves are depleted.

18. Schedule of Activities Relating to Construction of Facility. The Parties recognize that many of the contingencies in this Lease are tied to the issuance of the UIC Permit. Assuming the CITY receives the UIC Permit and all other necessary permits to build the Facility by October 31, 2013, LAFARGE agrees to meet the following schedule of activities (otherwise, these dates will be delayed by one day for every day after October 31, 2013 that the UIC Permit is delayed):

A. By the Cessation Date, remove all mining equipment and appurtenances including the rock crusher and conveyor system;

B. By December 2013, mine rock to the centerline of Sullivan Road and along the western boundary of the South Mine and complete the bench cut on Level 2 of the South Mine as depicted on **Exhibit I** of this Lease in order to accommodate the construction of injection wells and distribution piping to be used in connection with the Facility.

C. Construct the New Berms in accordance with Section 15.A.iv of this Lease and **Exhibit J.**

D. Construct 3 of the 4 Kennedy Stoppings referenced in Section 12 above, two of which will include the piping necessary as part of the CITY'S Facility, by July 2014. To allow further access to the South Mine by the CITY and LAFARGE, construction of the remaining Kennedy Stopping may be delayed beyond July 2014, but in any event shall be completed by February 2015.

E. Clean the South Mine by October 2014. This responsibility shall include 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 4.D.iii 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 Facility.

F. By November 30, 2014, 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 P** and subject to a final inspection by the CITY.

G. Remove the motor control center ("MCC"), lights, cables, control panel and garage doors within the South Mine by February 2015.

H. Remove rock walls and air flow structures and conduct final mine cleanup, if necessary, by March 2015.

I. Remove, at LAFARGE'S discretion, but no sooner than April 2015, the duct system, MCC and other air delivery structures and equipment at the surface associated with the existing vent shaft.

19. Mine Operations. 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. Environmental Restrictions on Mining Activities. LAFARGE'S underground mining operations are subject to the provisions of this entire Lease and the following conditions:

A. The underground mining operation shall be conducted in compliance with the laws of the State of Illinois and statutes of the United States, particularly as related to safety standards and environmental laws and regulations, as amended from time to time.

(i) *"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 arising from the South Mine, which may require remediation under any Legal Requirements as defined below; the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, asbestos, ureaformaldehyde, 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; and "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 the lime sludge, methane, or any other byproduct from the CITY'S Facility

(ii) *"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.

(iii) *"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.

(iv) *"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.

(v) *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 in compliance with all laws and the presence and use of such materials in normal mining operations are not prohibited by this Lease and will be removed by LAFARGE at the end of the Lease Term.

B. 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 on or to the CITY Property except in compliance with all Legal Requirements. To the best of LAFARGE'S knowledge, there are no Hazardous Substances or Wastes anticipated to be present on the CITY Property which will not be legally contained; there will be no contamination at the CITY Property during this Lease by LAFARGE, any Directed Third Party, or, to the best of LAFARGE 's knowledge, any other third party. There is no anticipated use of the CITY Property by LAFARGE, any Directed Third Party, or, to the best of LAFARGE'S knowledge, by any other individual or entity, that may, under any federal, state or local law or regulation, require any closure or cessation of the use of the CITY Property 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 CITY Property, North Mine or South Mine, nor, to the best of LAFARGE'S knowledge, are any such actions, proceedings or investigations threatened; no lien or super lien has been asserted or, to the best of LAFARGE'S knowledge, recorded or threatened against the CITY Property, North Mine or South Mine for any liability in connection with any Environmental Contamination except as disclosed in **Exhibit N**. To the best of LAFARGE'S knowledge, neither the CITY Property nor the North or South Mine has been listed on either the National Priorities List, as defined in CERCLA, or any state listing of hazardous sites.

C. LAFARGE shall be responsible under subparagraph (B) above for any Environmental Contamination it or a Directed Third Party causes to the CITY Property. 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 on the CITY Property by LAFARGE or a Directed Third Party in violation of any Environmental Laws.

D. 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 demised premises.

21. INSURANCE.

A. LAFARGE agrees to furnish (or cause to be furnished) insurance as follows:

(i) Commercial General Liability Insurance. LAFARGE or LAFARGE'S contractor(s), or permittees 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 or LAFARGE'S contractor(s) or permittees 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 or its contractor(s), as applicable. The 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) for any one person, Five Million Dollars (\$5,000,000) for any one occurrence, and Five Million Dollars (\$5,000,000) property damage and not less than a Ten Million Dollars (\$10,000,000) general aggregate, and with a Ten Million Dollars (\$10,000,000) umbrella over all liability policies with insurers to be approved by the CITY, with the CITY as 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 or to cause its contractors to obtain proper insurance coverage or to insure 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.

These insuring agreements will terminate on the termination of this Lease, except for liability that shall have accrued.

(vi) Termination of Insurance Coverage. These insuring agreements 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 no 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 K**, 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.



22. Additional Conditions Relating to LAFARGE'S Operations in the South Mine.

LAFARGE agrees that for the duration of this Lease:

A. LAFARGE will not interfere with any use of the surface of the CITY Property, except as may be necessary to permit the repair, replacement, maintenance, and inspection of the current ventilation shaft. LAFARGE will raise the elevation of the collar of the ventilation shaft upon notice from the CITY that the CITY or some other entity intends to fill that portion of the CITY Property in the vicinity of the ventilation shaft at any time prior to the Cessation Date. 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 CITY 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 vent shafts or South Mine, or injury to LAFARGE'S employees, the CITY shall maintain the existing fence around the fans and vent shaft and keep the fence locked when the CITY or its contractors are not directly involved in constructing the Facility. The fence may be removed by the CITY once the Facility is constructed.

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 4.D. 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 as LAFARGE in its discretion deems advisable.

C. LAFARGE will allow the CITY supervised access to the South Mine from the North Mine at all reasonable times, in accordance with Section 8.E. hereof, for the purpose of (1) inspecting the Mining Activities of the South Mine, (2) placing or removing materials in the underground site in accordance with this Lease, (3) development of the CITY'S surface and subsurface properties; (4)

reasonably helping the CITY reach the CITY'S GOAL; and (5) maintaining, repairing or replacing the extraction pumping system situated on the dry side of the Kennedy Stoppings or any other activities relating to the operation of the Facility that can be reasonably performed from either Level 3 or the North Mine side of Levels 1 and 2.

D. It is understood and agreed by the CITY that LAFARGE may adopt such restrictions on access as are reasonable to insure safety for all persons in the North and South Mines.

E. 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 anticipated at the South Mine and all other requirements of mine safety. LAFARGE shall be responsible for assigning an employee to lead CITY representatives into the North 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.

23. Sale of Limestone to CITY. During the Lease Term, LAFARGE agrees to sell to the CITY any limestone required for the CITY'S own use that is available at the South or North Mines at the following prices per ton, weighed at the North Mine scale, FOB LAFARGE at the North Mine, as adjusted from year to year based on the cost of living formula in Section 5 above that applies to royalty payments if subject to such adjustments. The CITY agrees that it will not resell or otherwise act as a distributor or broker of limestone purchased from LAFARGE under the terms of this provision, but solely use such limestone 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 another person or entity. The terms of sale of limestone set forth herein shall terminate at the end of the Lease Term or in the event that either of the Parties exercises their right to terminate as set forth in Paragraph 4.B. herein. 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 North and South Mines:

| Product | Current Board | Price to CITY during Lease Term,<br>Subject to COLA |
|---------|---------------|---|
|---------|---------------|---|

|  | Price   |                                  |
|--|---------|----------------------------------|
| CA-6                                       | \$8.25  | \$6.75                           |
| 3" x 1" base stone CA1                     | \$11.85 | \$7.42                           |
| 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                           |

24. Mining Risks.

A. LAFARGE acknowledges and agrees that there is certain risk associated with its Mining Activities in the South Mine, particularly with the mining of Level 3 while the CITY is operating the Facility 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 Facility 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 Facility, 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. 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 North or South Mines, 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 CITY'S activities in or use of the South Mine or its operation of the Facility and/or the presence of lime sludge in, on, at or under the CITY Property and/or the South Mine.

C. LAFARGE acknowledges and agrees that if any Governmental Authority requires LAFARGE to abandon and/or vacate all or part of the South Mine, 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 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 CITY Property.

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

E. 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.

25. CITY'S Duties Under the Lease. 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, except as such activities may relate to construction and operation of the Facility. The CITY shall not be liable for any injury or damage caused by or growing out of any defect or condition of the CITY Property or its operation of the Facility. The CITY shall not be liable for any damage occasioned by failure to keep the CITY Property 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, in, above, upon, about or under the CITY Property or any building or improvement thereon, nor for any damage arising from acts or neglect of any owners or occupants of the CITY Property and/or adjacent or contiguous property. . Any property or equipment placed or located on the CITY Property or the South Mine shall be at the sole risk of LAFARGE, except as otherwise herein provided.

26. Monitoring Wells. To the extent that the IEPA requires the CITY to construct monitoring wells in the South Mine as part of any permit for the Facility, the CITY shall construct all such wells by centering them in the middle of the pillars on Levels 1 and 2 and 3 of the South Mine to insure that they do not interfere with Mining Activities in the rooms on Level 3.

27. ComEd Property. The CITY agrees that it will cooperate with LAFARGE and ComEd in reviewing a petition from ComEd to annex and zone the ComEd Property so that LAFARGE can conduct mining operations on the ComEd Property. The Parties understand the LAFARGE'S ability to develop Level 3 of the South Mine depends on constructing new drifts under the ComEd Property and this is necessarily predicated on the CITY providing annexation and zoning to allow such development.

28. Rezoning of the South Mine. The CITY acknowledges that fifty (50) acres of the South Mine is zoned R-1 residential and twenty (20) acres is zoned R-1(S) as a special use for mining. The CITY acknowledges that LAFARGE could continue mining the South Mine without it being rezoned. Nonetheless, the CITY, as the owner of the CITY Property, will assist LAFARGE in seeking to rezone the South Mine under any classification with a special use within one of the zoning districts under the Aurora Zoning Ordinance that permits mining at the same time as the CITY is considering the annexation and zoning of the ComEd Property. Both processes shall be expedited to facilitate the objectives of this Lease.

29. Retail Sale of Aggregate. Although LAFARGE currently does not sell Aggregates from the South Mine except at wholesale prices, in the event that LAFARGE offers retail sales of Aggregates, it will pay any applicable Illinois Retailers Occupation taxes.

30. CITY Indemnification of LAFARGE.

A. Scope of Indemnity for the North 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 North Mine to the South Mine or the 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 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 or its contractor's negligent or willful actions and resulting solely from the CITY or its contractors being present on the same Level of the South Mine as the LAFARGE Indemnified Parties while the CITY or its contractors are constructing the Facility. The use of the term "contractor" in this sub-section shall include contractors, sub-contractors, consultants, and any other parties that work on the Facility or are engaged to inspect LAFARGE'S Mining Activities on behalf of the CITY..

C. 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.

D. 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 the LAFARGE Indemnified Parties, which consent shall not be unreasonably withheld or delayed.

E. 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.

31. LAFARGE 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 LAFARGE's use, access, and operation of the South Mine 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 using, being present at or working at the South Mine. As between the CITY Indemnified Parties and LAFARGE, LAFARGE shall at all times be held solely responsible to all persons in the South Mine present there because of LAFARGE'S Mining Activities.

B. LAFARGE 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 mining operations of LAFARGE on the South Mine, 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 activities on the South Mine.

(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 in the South Mine, including, but not limited to, any Environmental Contamination caused by LAFARGE or a LAFARGE Indemnified Party, except as otherwise provided in this Lease

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 this indemnity provision.

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 a period of ten (10) years.

32. LAFARGE Liability.



In the event that LAFARGE'S Mining Activities cause damage to the Facility, LAFARGE shall be responsible for repairing such damage. As the Parties recognize that various events beyond the control of LAFARGE could cause such damage, the CITY will have to prove that the cause of such damage is LAFARGE'S Mining Activities.

33. Right of Entry Agreement. None of the contractors, subcontractors and consultants shall be permitted by LAFARGE to enter the North 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 K**.

34. 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, 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, 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.

35. Condemnation.

A. If all of the CITY Property 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 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. In such event, LAFARGE shall pay to the CITY all rents and royalties due under the Lease, up to the date of taking. 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 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 operation on the remaining portion of the South Mine, such taking shall constitute a taking of all of the CITY Property.

36. 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, 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 of LAFARGE without consent in the event that the affiliate is more than 50% owned by LAFARGE. In addition, no transfer of any other interest in the South Mine may be made without the prior written approval of the CITY. The CITY shall not be obligated to approve an assignment of the Lease until the Kennedy Stoppings are constructed or the UIC Permit is denied or the CITY abandons the CITY'S GOAL. 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 all payments to the CITY by LAFARGE have been made and if LAFARGE is not otherwise 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 and whether the proposed assignment will have a negative impact on the CITY'S GOAL. . 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;

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

(iii) To make any and all payments due under this Lease and/or assignment to CITY directly at its offices, as such payments become due.

C. Subject to the provisions of this Section 36 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 for as **Exhibit L**. 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 subsection 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.

37. 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  
ATTN: Alayne M. Weingartz  
44 East Downer Place  
Aurora, Illinois 60507

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.  
c/o LAFARGE North America, Inc.  
1 S 194 Illinois Route 47  
Elburn, Illinois 60119  
Attn: Sean Hawley, V.P., General Manager

With a copy to:

Dykema Gossett PLLC  
4200 Commerce Court – Suite 300  
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.

38. 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.

39. 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 were never included herein, and this Lease shall be and remain valid and enforceable to the fullest extent permitted by law.

40. 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, and may not be modified or amended, except by a written instrument executed by the Parties hereto.

41. 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 obligation or liability of any third persons to either the CITY or LAFARGE, nor shall any provision give any third parties any rights of subrogation or action over or against either the CITY or LAFARGE. This Lease is not intended to and does not create any third party beneficiary rights whatsoever.

42. Waivers. Any 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.

43. 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.

44. 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 or among such Parties.

45. 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.

46. 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.

47. 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.

48. Recording 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.

49. Status of Title. The CITY warrants that the CITY has acquired its right, title and interest to the South Mine 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.

50. Force Majeure. In the event either Party is prevented from performing its rights and obligations contained herein due to federal, state or local rules, regulations or ordinances, or resulting from war, riot, strikes or acts of God , then in such event, the Lease 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.

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

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

53. 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.

54. 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.

55. 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 CIRCUIT COURT OF KANE COUNTY, THE STATE OF ILLINOIS. BY 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 THE



CITY IS NOT A CONVENIENT FORUM OR THE PROPER VENUE FOR ANY SUCH SUIT,  
ACTION OR PROCEEDING.

56. Effective Date. The Effective Date for this Lease shall be the day on which this Lease is  
approved by the CITY, with said date being inserted on page 1 hereof.

[SIGNATURE PAGE FOLLOWS]

LAFARGE AGGREGATES ILLINOIS, INC., an Illinois corporation

By: *Don Hawley*  
Its: VP/GENERAL MANAGER

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

By: *Paula [unclear]*  
Its: Mayor

ATTEST:

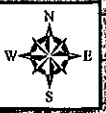
*Cheryl M. Vonhoff*

## EXHIBITS TO LEASE

- Exhibit A-1 Map Depicting City Property and ComEd Property Adjacent to South Mine
- Exhibit A-2 Map Depicting North Mine
- Exhibit B-1 Legal Description of City Property
- Exhibit B-2 Legal description of North Mine
- Exhibit B-3 Legal Description of ComEd
- Exhibit C-1 City of Aurora Monthly Royalty Report Form
- Exhibit C-2 Method of Calculating Alternative Royalty Payment (3.5% approach)
- Exhibit D Geologic Section
- Exhibit E Map of Level 1 of South Mine
- Exhibit F Map of Level 2 of South Mine
- Exhibit G Survey Requirements for Mapping Levels 1 and 2 of the South Mine
- Exhibit H Survey Map
- Exhibit I-1 Conceptual Mechanical Plan Level 1
- Exhibit I-2 Conceptual Mechanical Plan Level 2
- Exhibit J Conceptual Plan of City Berm Locations and Phasing Schedule Level 1
- Exhibit K Right of Entry Agreement
- Exhibit L Acknowledgment and Agreement Form
- Exhibit M Mining Plan for Level 3
- Exhibit N Environmental Disclosure Statement
- Exhibit O Mine Safety Regulations and Training Requirements
- Exhibit P Sealing of Joints

**Exhibit A-1**

**Map Depicting City Property and ComEd Property Adjacent to South Mine**



SEAN ST

I-88

Mattel Rd

South St

CITY OF  
AURORA  
PROPERTY

COM ED PROPERTY

Illinois Route 25

Chambers Rd

Sullivan Rd

EXHIBIT A-1

**Exhibit A-2**

**Map Depicting North Mine**



NORTH  
MINE

EXHIBIT A-2

**Exhibit B-1**

**Legal Description of CITY Property**

**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 North 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 AGREGATES ILLINOIS, INC. PROPERTY (SEE DOCUMENT #93K83476); THENCE S 88°41'23" E, 5.26 FEET ALONG THE NORTH LINE OF THE LAFARGE AGREGATES ILLINOIS, INC. PROPERTY (SEE DOCUMENT #93K83476) TO THE POINT OF BEGINNING.

SAID PARCEL TO CONTAIN 91.057 ACRES.

Exhibit B-3

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 WESTWARDLY 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 C-1**

**City of Aurora Royalty Report Form**

**EXHIBIT C-1**

**City of Aurora**

**Monthly Royalty Report**

For The Month Ended 5/31/2011

Location: 2nd level development & bench

Advance : 2nd level Development 45' x 25' x 0'

Advance : 2nd level Bench 45' x 25' x 502'

Advance : Air Door

**City of Aurora**

Total Drifting Advance (Air Door in Feet): 0.0

Total Drifting Advance (in Feet): 0

Total Bench Advance (in Feet): 502

Total Tonnage (Drifting): 0.0 (Tons)

Total Tonnage (Benching): 47,062.5 (Tons)

Total Drifting and Benching: 47,062.5 (Tons)

Total Monthly Royalty: XXXXXXXXXX



Matt Saso  
Plant Manager

LAFARGE NORTH AMERICA INC. - Eastern U.S. Region  
105 Conco Street, North Aurora, IL 60542  
Main Office (630)892-1616 EXT 213 Mobile (847)344-3114  
Fax (630)892-1153  
www.lafargenorthamerica.com  
matthew.saso@lafarge-na.com

**Exhibit C-2**

**Example of Alternative Royalty Calculation**

## **C-2 - Example of Alternative Royal Ca**

|                          |    |              |
|--------------------------|----|--------------|
| Annual ASP               |    | \$8.21       |
| Multiplier               |    | 3.5%         |
| Alternative Royalty Rate |    | \$0.2874     |
| Mine Advancement Rate (t |    | 1,000,000    |
| Alternative Royalty Due  |    | \$287,350.00 |
| Payments Already Submit  | \$ | (285,000.00) |
| Payment Due to City      | \$ | 2,350.00     |

*The mine advancement is an annual calculation based on the 12 previous months (as used for the royalty based on \$0.32 per ton)*

**Exhibit D**  
**Geologic Section**



# DEUCHLER ENVIRONMENTAL, INC.

Consulting Engineers - *Illinois*

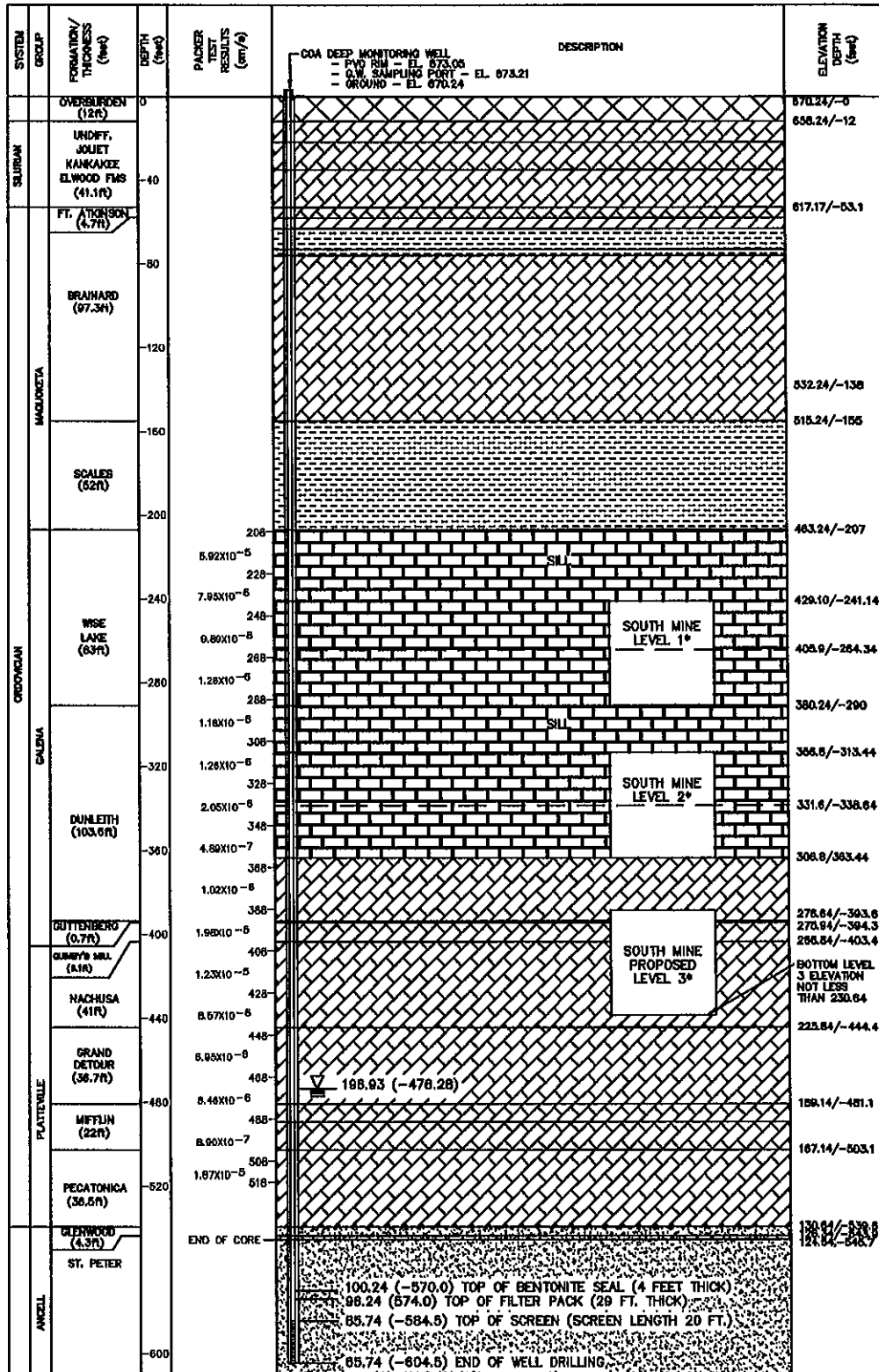
REVISIONS

|             |             |       |      |
|-------------|-------------|-------|------|
| DESIGNED BY | APPROVED BY | BOOK  | XXX  |
| DRAWN BY    | DATE        | SCALE | NONE |
| JES         | 3/22/12     |       |      |

JOB NUMBER: 08030-00

## COMPOSITE LOG RT. 25 DEEP MW

SHEET 1



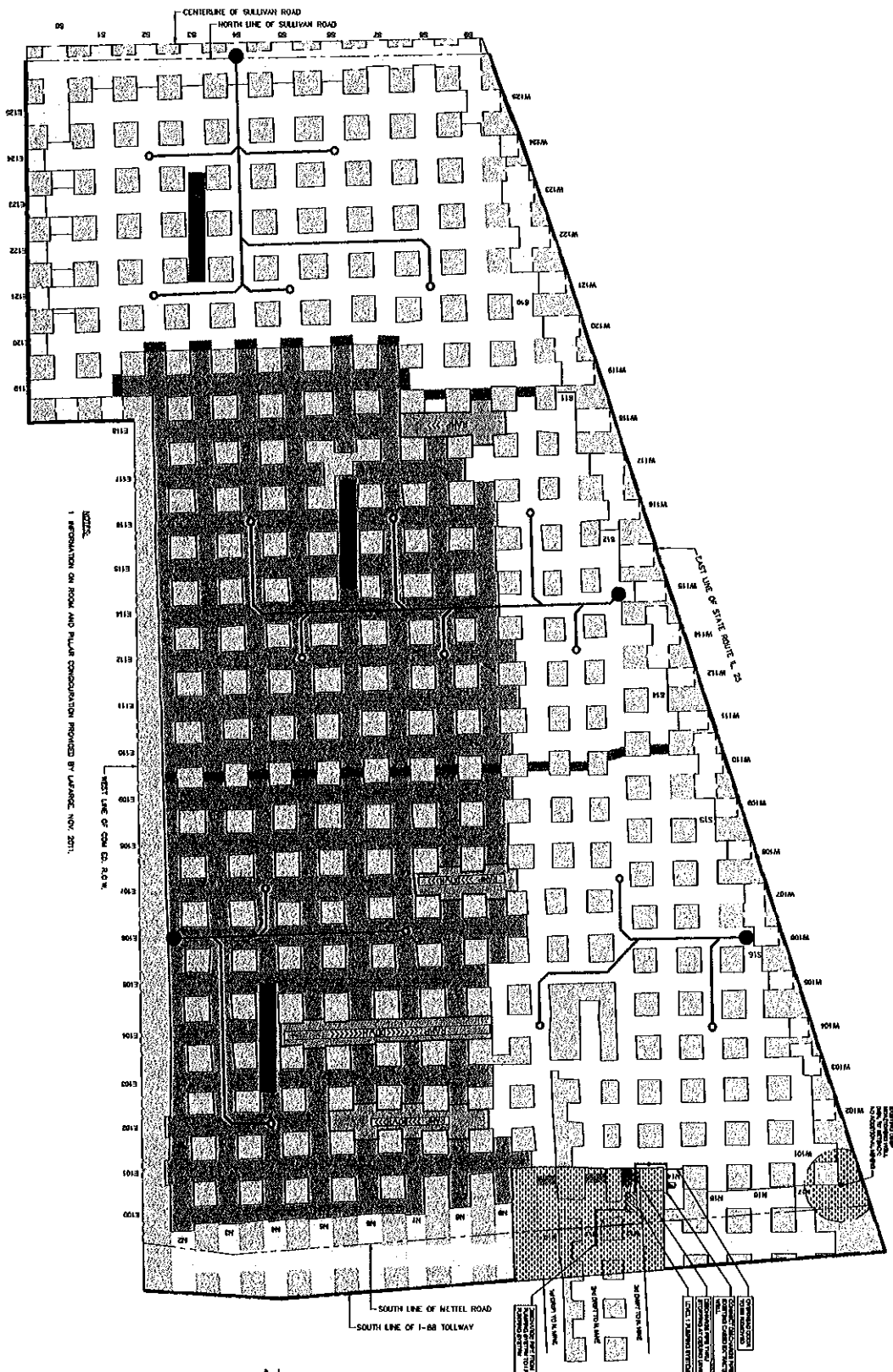
\* - MINE CONFIGURATION FOR ILLUSTRATIVE PURPOSES ONLY  
 † - ELEVATIONS BASED UPON NAVD83



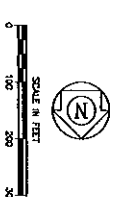
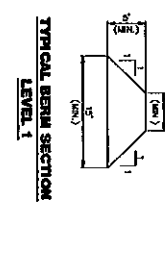
**Exhibit E**

**Map of Level 1 of South Mine**

**EXHIBIT E**



- LEGEND**
- PROPERTY LINE
  - 5' MINING SETBACK LINE
  - POTENTIAL ADDITIONAL AREA TO BE MINED BEFORE CEASING MINING ACTIVITIES
  - BENCH MINED AREA (50' MIN)
  - BREAST MINED AREA (25' MIN)
  - AREA OF UNMINED ROCK
  - AREA OF NO ADDITIONAL MINING
  - KNOWN STOPPING
  - WATER LEVEL PONDING THRU KNOWN STOPPING
  - PROPOSED MINING FACILITY - BSM
  - EXIST. STATION NUMBER
  - APPROXIMATE INJECTION WELL LOCATION
  - APPROXIMATE INJECTION PONDING LAYOUT



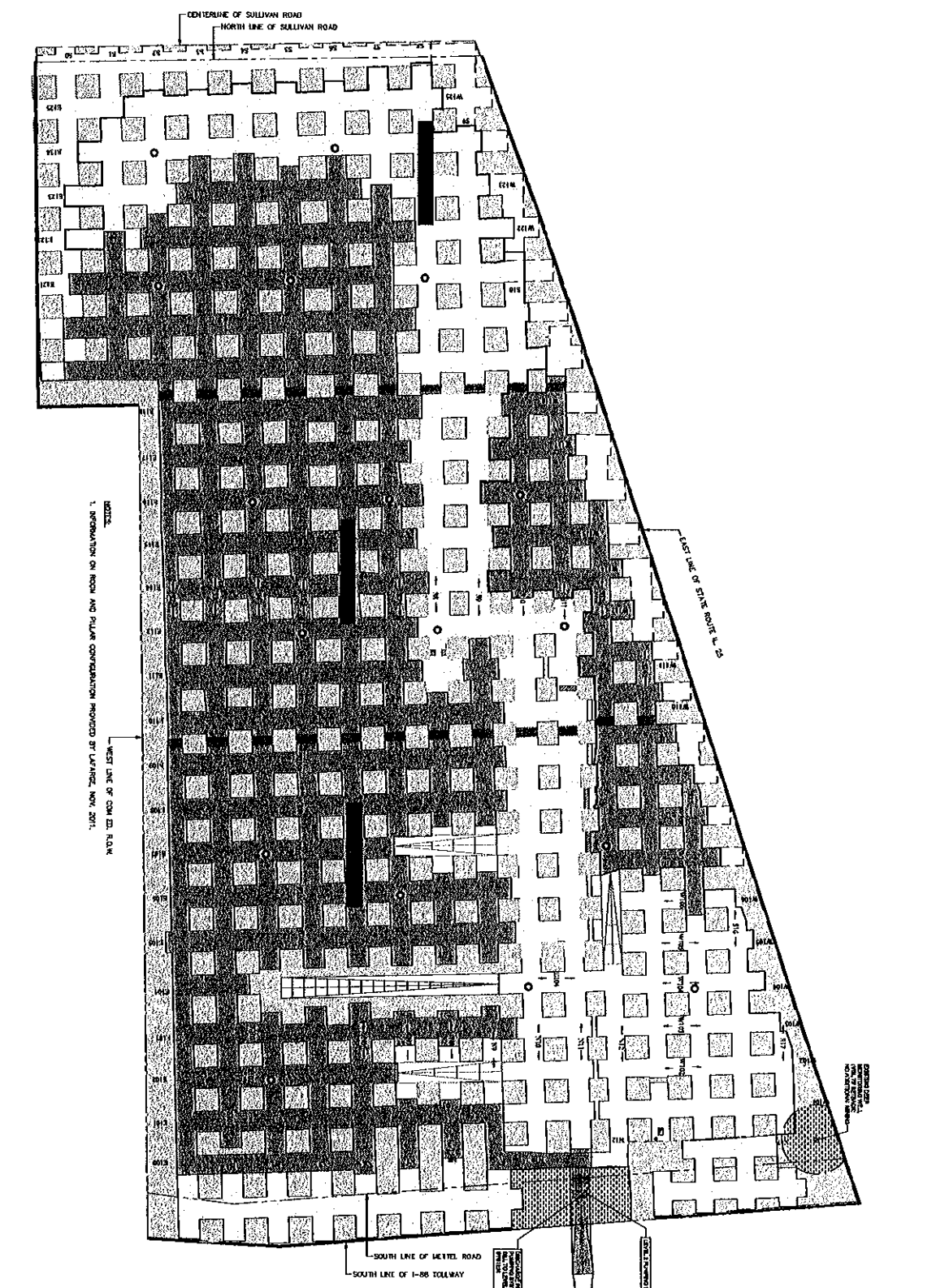
**Exhibit F**

**Map of Level 2 of South Mine**

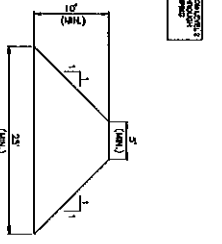
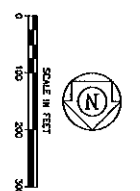
**DEUCHLER ENVIRONMENTAL, INC.**  
*Consulting Engineers - Denver, Illinois*

NO. 105  
 1. IMPROVEMENT ON ROOM AND FLUKE CONSTRUCTION PROVIDED BY LAW (NCE, NOV. 2011)  
 DATE: 10/12/12  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: [Scale]  
 PROJECT: [Project Name]

**MAP OF LEVEL 2 - SOUTH MINE  
 CITY OF AURORA UIC  
 CONCEPTUAL PLAN**  
**EXHIBIT F**



NOTES:  
 1. IMPROVEMENT ON ROOM AND FLUKE CONSTRUCTION PROVIDED BY LAW (NCE, NOV. 2011)



- LEGEND**
- PROPERTY LINE
  - 5' HAVING STRUCK LINE
  - MOUNTING BEAMS TO BE REMOVED
  - BEACH AREA (2' x 10')
  - BEACH WIND AREA (2' x 10')
  - AREA OF UNMOUNTED ROCK
  - AREA OF NO ADDITIONAL WORK
  - EXISTING ROCK WALL TO BE REMOVED
  - KNOWLEDGE STOPPING
  - WATER LEVEL FROM THE KENNEDY STOPPING
  - PROPOSED JUNCTION FACILITY BOMB (SEE DETAIL DRAWING)
  - APPROXIMATE JUNCTION PRONG LAYOUT THROUGH TIE

## Exhibit G

### Survey Requirements for Mapping Levels 1 and 2 of the South Mine

The configuration of Levels 1 and 2 of the South mine must be correlated to the land surface directly above the mine in order to insure proper placement of the Facility to meet the City's Goal. Therefore, the representation of the drifts (rooms) and pillars on Levels 1 and 2 of the Conco South Mine ("South Mine") provided by LAFARGE must be accurately translated into the State of Illinois State Plane Coordinate System.

Additionally, the mine must be surveyed by an Illinois Registered Land Surveyor as outlined below:

1. An accurate, scalable map of the subject property, prepared by an Illinois Professional Land Surveyor, drawn at a scale of not less than 100 ft. = 1" that portrays the following:
  - Scalable representation of the elevations of the floors of Levels 1 and 2 of the South Mine, said elevations being shown at the intersection of the centerlines of all drifts (centerlines of rooms) in the form of spot elevations, based upon NAVD 88. This map should depict the proposed locations and configuration of the Kennedy Stoppings, the existing vent shaft, all openings, ramps, declines, etc., the areas of mining, including the areas of breast and bench cuts and any other features of the South Mine.
  - Scalable representation of the elevations of the ceilings of Levels 1 and 2 of the South Mine at the following locations: 1) the center of the drift (room) where the City's proposed Injection Wells will be located, 2) three points each, equidistant from one another, along the northern and southern limits of the mine, 3) three points each, equidistant from one another, along the eastern and western limits of the mine representing points between the four corners of the mine and 4) 8 additional points equidistant from each other and the other points outlined in 1, 2 and 3 above representing the interior of the mine. Therefore, there are a total of 24 locations per level for the measurement of ceiling elevations.
  - Scalable representation of the configuration of the drifts (rooms) and pillars in a 100-foot radius of each of the proposed locations of the City's Injection Wells on Level 1.
  - Subsurface horizontal representations shall be related to the surface boundary lines as delineated upon the Plat of Survey prepared by Shawnee Survey & Consulting Inc. dated March 4, 2005.
  - Permanent benchmarks elevations and descriptions shall be provided at 500 foot intervals on Levels 1 and 2.
  - Vertical datum origin shall be referenced to Hampton Lenzini & Renwick Inc. CP2 (survey marker with a red cap) as per their survey notes dated 08/26/08, showing a survey marker located at the center of a berm +/- 200' Southerly of a flag pole, having the coordinates of N 1870237.947 E 988297.357 and the Elevation of 685.72 and to the top of the Deep Well located at the Southeast corner of IL Rt. 25 and Mettle Roads, being further described as the top of the larger plastic pipe (of two) located within the pad locked protective metal casing, having an Elevation of 673.05.

2. An accurate, scalable map of the approximate 10' diameter vent shaft rooms prepared by an Illinois Professional Land Surveyor and drawn at a scale of not less than 50 ft. = 1" that portrays the following:
  - The map shall portray both in plan and elevation views, the dimensioned size of the rooms at each level. It shall additionally identify the locations, elevations and sizes of any openings, pipes, cables, etc. in the floors, sidewalls and ceilings. Horizontal locations shall be referenced to the previously noted boundary lines and the vertical datum origin for any elevations shall be as previously identified above.
3. An accurate, scalable map of the two drifts under Mettel Road at Levels 1 and 2 that will house the supernatant ejection pumping systems, prepared by an Illinois Professional Land Surveyor and drawn at a scale of not less than 50 ft. = 1" that portrays the following:

The map shall portray both in plan and elevation views, the dimensioned size of the drifts with the elevation of the floors and ceilings for a minimum horizontal distance of 100 feet from the proposed Kennedy stoppings. Horizontal locations shall be referenced to the previously noted boundary lines and the vertical datum origin for any elevations shall be as previously identified above.

**Exhibit H**

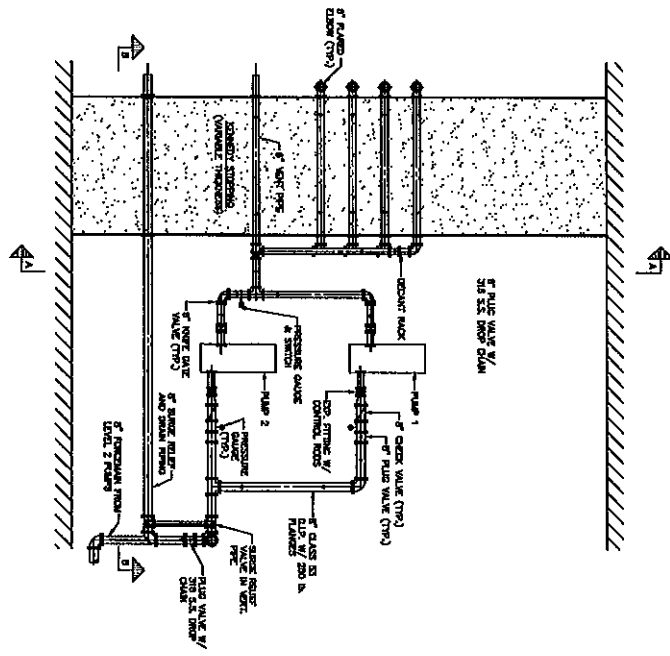
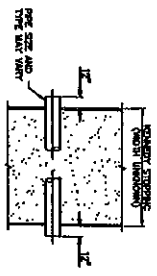
**Survey Map**

TO BE SUPPLIED LATER

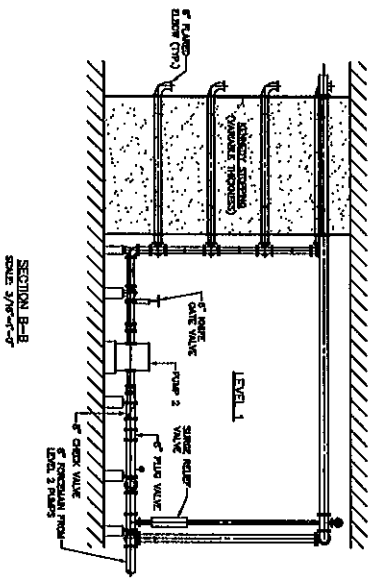
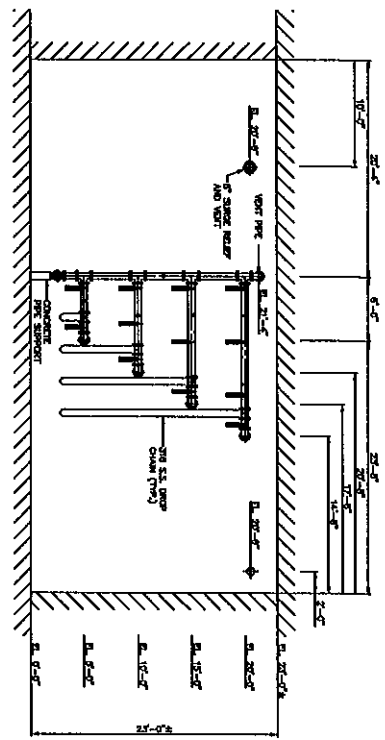
**Exhibit I-1**

**Conceptual Mechanical Plan Level 1**





- NOTES:
1. SEE LOCATION, LAYOUT & ELEVATION OF CONCRETE WALKS AT THIS DATE. ALL CONCRETE WALKS WILL BE PROVIDED AT A LATER DATE.
  2. CONCRETE WALKS TO BE CONSTRUCTED BY LOCAL, INCLUDING PERMITS, INSURANCE, ETC.
  3. PUMPING AND EXHAUST SYSTEMS TO BE CONSTRUCTED BY CITY.



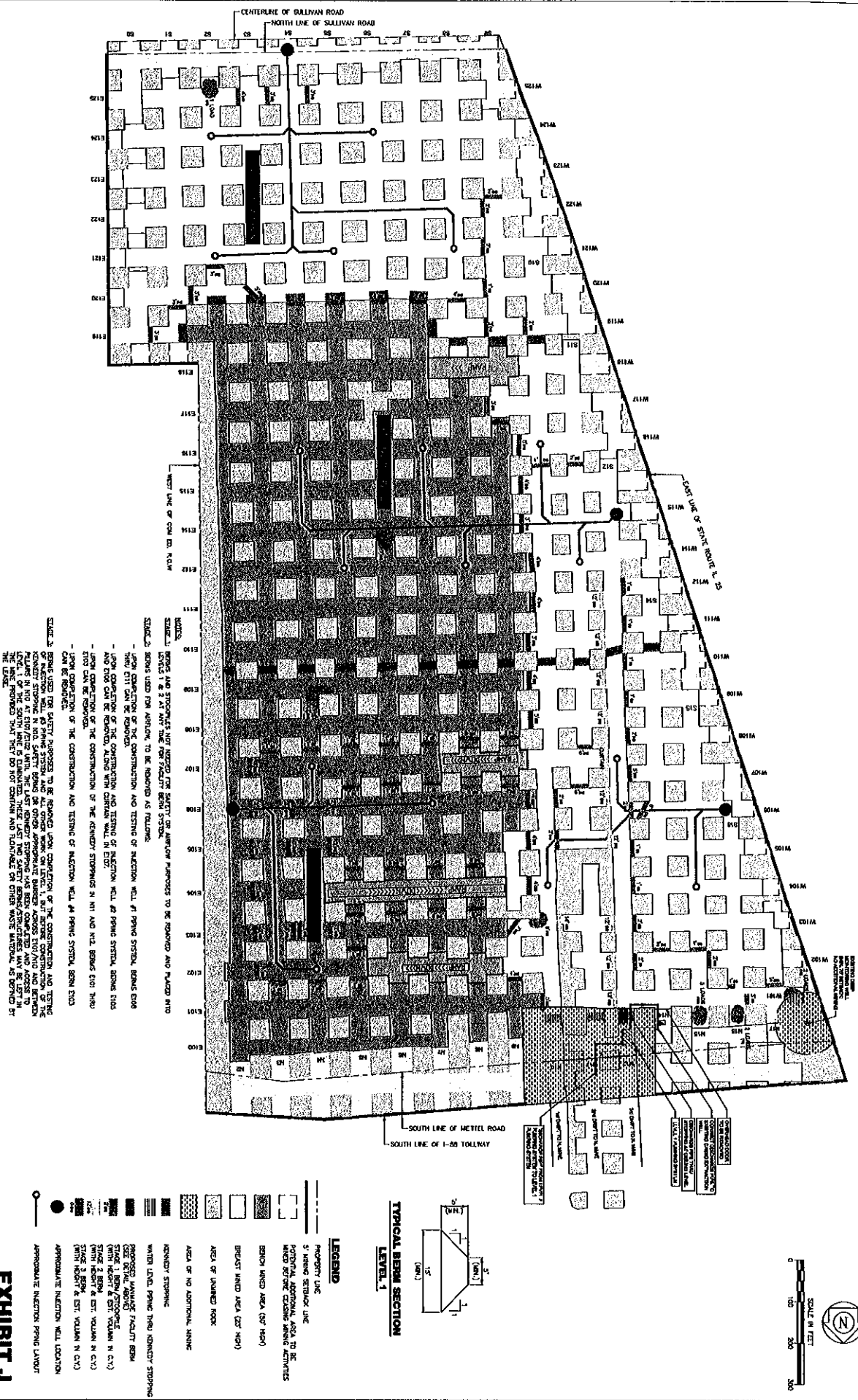
**Exhibit I-2**

**Conceptual Mechanical Plan Level 2**



**Exhibit J**

**Conceptual Plan of City Berm Locations and Phasing Schedule Level 1**



STAGE 1 BEAMS USED FOR SAFETY PURPOSES TO BE REMOVED UPON COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110. BEAMS 6100 THROUGH 6110 ARE TO BE REMOVED AS FOLLOWS:

- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.
- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.
- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.
- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.

STAGE 2 BEAMS USED FOR SAFETY PURPOSES TO BE REMOVED UPON COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110. BEAMS 6100 THROUGH 6110 ARE TO BE REMOVED AS FOLLOWS:

- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.
- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.
- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.
- DOWN COMPLETION OF THE CONSTRUCTION AND TESTING OF INJECTION WELLS AT PILING SYSTEM BEAMS 6100 THROUGH 6110 CAN BE REMOVED.

Exhibit K

**RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2012 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 Agreement for Lease dated July 11, 2012 (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 CITY to construct a lime sludge storage facility ("Facility") pursuant to a UIC Permit as that term is defined in the Lease 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 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 ("North Mine") and then traveling underground from the North Mine to the South Mine (the North 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 North and South Mines 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. 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 North Mine or through the vent 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.

2. 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 North and South Mines.

3. 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.

4. Prior to entering upon the North Mine or the South Mine, LICENSEE agrees to furnish proof of insurance in minimum amounts for comprehensive 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 North 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.

5. 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 North Mine and South Mine relative to mining operations and safety regulations.

6. 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.

7. 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 North 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.

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

9. 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.

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

11. 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*.

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

13. 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.

14. 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<br>44 East Downer Place<br>Aurora, Illinois 60507<br>Attn: Mayor   |
| With a copy to: | Corporation Counsel<br>CITY of Aurora<br>44 East Downer Place<br>Aurora, Illinois 60507<br>Attn: Alayne M. Weingartz          |
| and:            | Klein, Thorpe and Jenkins, Ltd.<br>20 North Wacker Drive, Suite 1660<br>Chicago, Illinois 60606-2903<br>Attn: Dennis G. Walsh |
| If to LAFARGE:  | LAFARGE North America<br>15194 Illinois Route 47<br>Elburn, Illinois 60119<br>Attn: Sean Hawley                               |
| With a copy to: | Dykema Gossett PLLC<br>4200 Commerce Court – Suite 300<br>Lisle, Illinois 60532<br>Attn: Bruce L. Goldsmith                   |
| If to LICENSEE: | _____<br>_____<br>_____   |

\_\_\_\_\_

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:**  
\_\_\_\_\_

Exhibit L

Acknowledgment 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"), have entered into a certain Agreement for Lease dated July 11, 2012 (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 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 undertake and agrees to be bound by all obligations created by the Lease including, but not limited to, the obligation to pay royalties, give the City reasonable access to the South Mine, engage in mining activities consistent with the terms of the Lease, and maintain insurance, and sell certain limestone products to the City at prices more fully set forth in the Lease.

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 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: \_\_\_\_\_

**SUCCESSOR MINE OPERATOR**

**ATTEST:**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Its:** \_\_\_\_\_

**Exhibit M**

**Mining Plan for Level 3**



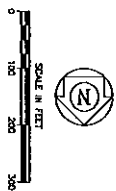
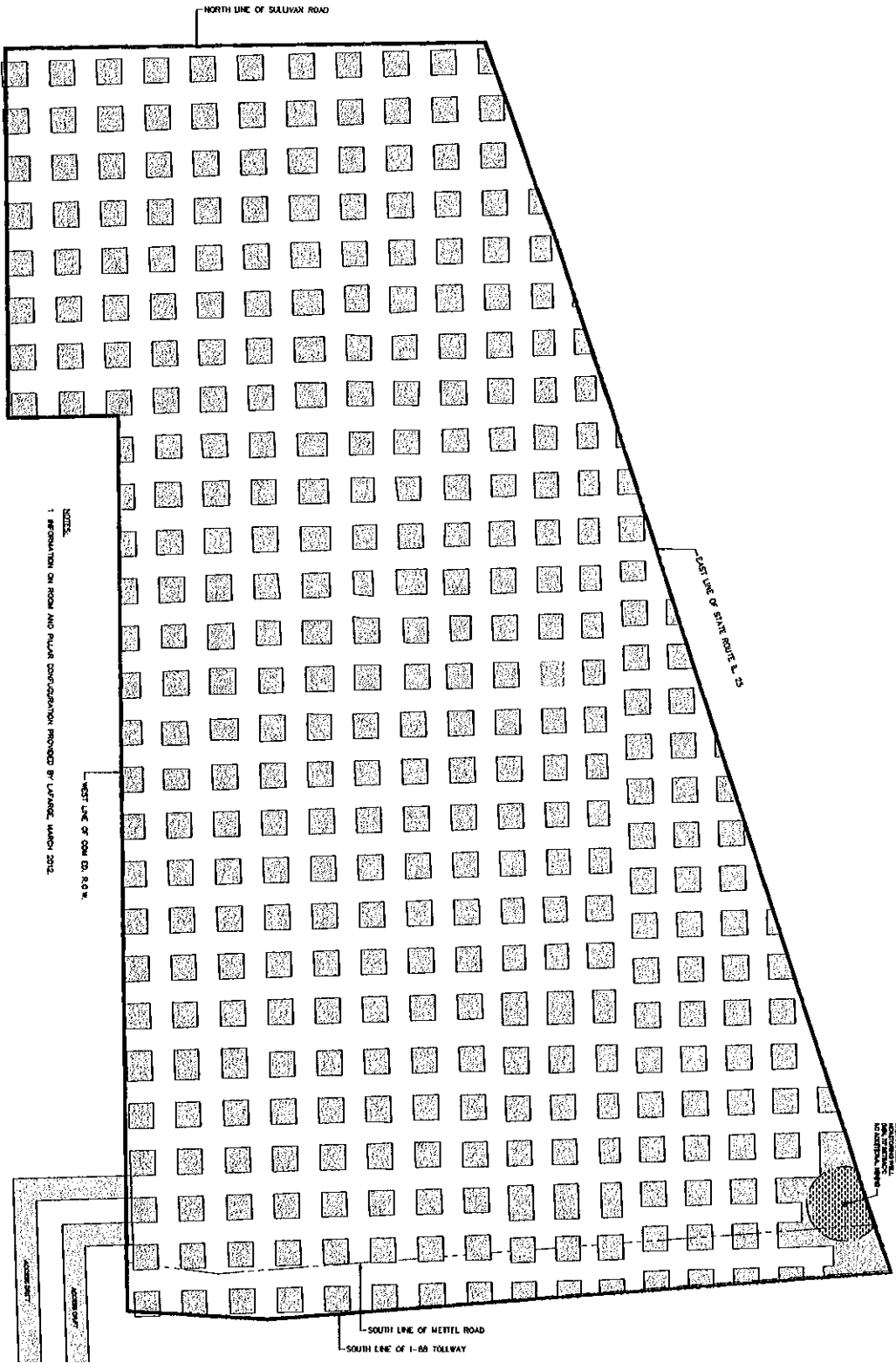
**DEUCHLER ENVIRONMENTAL, INC.**  
*Consulting Engineers - Minerals, Millwork*

REVISED  
 DATE 4/27/72  
 REVISION NO. 1  
 REVISION NO. 2  
 REVISION NO. 3  
 REVISION NO. 4  
 REVISION NO. 5  
 REVISION NO. 6  
 REVISION NO. 7  
 REVISION NO. 8  
 REVISION NO. 9  
 REVISION NO. 10

MAP OF LEVEL 3 - SOUTH MINE  
 CITY OF ADFORA VIC  
 CONCEPTUAL PLAN

**EXHIBIT M**

SHEET 1 OF 1





**Exhibit N**

**Environmental Disclosure Statement**

Pursuant to Section 20B. of the Agreement for 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: Sam Hawley  
Its: VP/GENERAL MANAGER

## Exhibit O

### Mine Safety Regulations and Training Requirements

Any workers that the City employs for the purpose of installing the Facility (the "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](http://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.

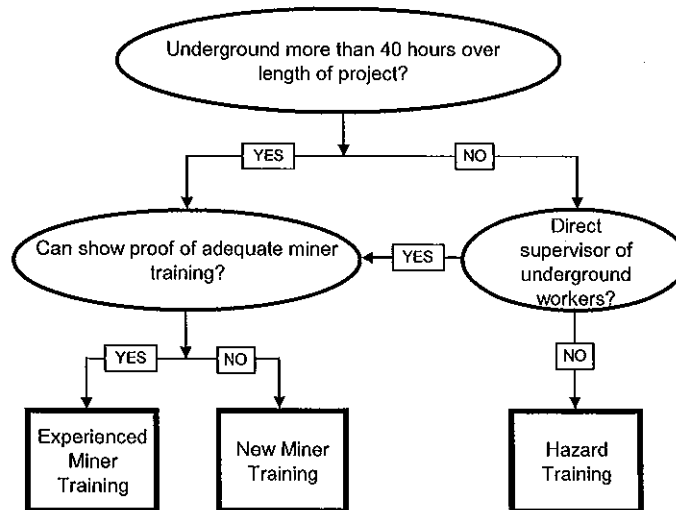
Every worker who will be working underground for more than 40 hours, whether consecutively or non-consecutively, and all direct supervisors of those working underground, will be required to receive new miner training as set out in Part 48.5/48.25 unless they can show proof that they have already received 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 P

### 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.