

THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED LEASE
BETWEEN HOLCIM-MAMR, INC., FORMERLY KNOWN AS LAFARGE
AGGREGATES ILLINOIS, INC. AND THE CITY OF AURORA

THIS THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED LEASE is made this ____ day of July, 2024 by and between **HOLCIM-MAMR, INC.**, an Illinois corporation, formerly known as **LAFARGE AGGREGATES ILLINOIS, INC.**, an Illinois corporation with its principal office in Elburn, Illinois (“HOLCIM”), and the CITY OF AURORA, a municipal corporation of the State of Illinois and home rule unit of government (the “CITY” and together with HOLCIM, the “Parties”);

RECITALS

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

WHEREAS, HOLCIM is an Illinois corporation engaged in the mining of limestone and other materials;

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

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

WHEREAS, the Parties entered into an Amendment to the Second Amended and Restated Lease and in that Amendment agreed that the date of June 30, 2021 set forth in subsection (d) of Section 3 Grant of Lease/Termination of the Lease shall be amended to be the date of June 30, 2022.

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

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

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

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

WHEREAS, the Parties developed an alternative system that would rely on the transportation of the lime sludge by truck to HOLCIM'S Conco Mine in North Aurora , to be dumped into a raised bore shaft within the Conco Mine and then transported for final storage in the underground levels of the South Mine;

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

WHEREAS, the necessary Legislation, HB 3095, was passed on May 19, 2023 and signed by the Governor on July 28, 2023, with an effective date of January 1, 2024 which provides for

the Illinois Pollution Control Board's authorization to allow the storage of lime sludge in an underground mine ("Legislation"), which Legislation would allow the CITY to apply for a permit to authorize HOLCIM to store the lime sludge in the mined out areas of the South Mine at Levels 1 and 2 ("Alternative System") once the CITY gets further approvals;

WHEREAS, the Parties will need at least two years for the Illinois Pollution Control Board to issue rules and regulations and for the Parties to get any necessary permits or approvals to construct the Storage Facility consistent with the legislation;

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

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

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

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

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

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

2. CITY and HOLCIM hereby agree that the date of December 31, 2023 set forth in subsection (d) of Section 3 Grant of Lease/Termination of the Lease as amended by the Amendment and the Second Amendment shall be amended to now be the date of December 31, 2025. The other dates in the Lease are hereby frozen pending the outcome of the Parties' efforts to secure the necessary permits or approvals (collectively "Governmental Approvals").

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

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

CITY royalties for all Aggregate extracted from the effective date of this Lease to the end of the Initial Term or such earlier date as all Aggregate is extracted.

5. The CITY and HOLCIM agree that the \$19.00 per wet ton for hauling and placing the lime sludge to be paid to HOLCIM as set forth in subsection (b) and (b)(iii) of Section 9 Costs of Operation of the Lease as amended has increased due to cost of living increases contemplated in the Lease and that this value for 2022 would be \$20.71 and will be further adjusted due to cost of living changes for 2023 and every subsequent year in the event the Storage Facility becomes operational as provided in the Lease as amended.

6. The CITY and HOLCIM agree that the annual minimum for hauling and placing the lime sludge as set forth in subsections (b) and b(ii) Costs of Operation of the Lease as amended has increased from the \$570,000 value in 2019 to \$625,000 for 2022 and will be subject to further adjustments if the Storage Facility becomes operational in a later year as provided in the Lease as amended.

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

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

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

**HOLCIM-MAMR, INC., and Illinois
corporation, formerly known as LAFARGE
AGGREGATES ILLINOIS, INC., an
Illinois corporation**

By: _____

Its: _____

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

By: _____

Its: _____