

SECOND 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 SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED LEASE is made this ____ day of June, 2022 by and between **HOLCIM-MAMR, INC.**, and 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 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 Permit") to place the lime sludge in Levels 1 and 2 of the South Mine pursuant to an Illinois Environmental Protection Agency ("IEPA") Underground Injection Control Facility program, which would require walling off both Levels 1 and 2 from the Conco Mine. The CITY received a UIC Permit on July 20, 2015;

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, 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 Parties have agreed to seek legislative and/or Illinois Pollution Control Board authorization to allow HOLCIM to store the lime sludge in the mined out areas of the South Mine at Levels 1 and 2 ("Legislation"), which the Parties are working together to seek the adoption of such Legislation;

WHEREAS, the Parties will need at least eighteen months to obtain the necessary Legislation and have agreed to extend the dates set forth in the Lease and additional time assuming the Legislation is adopted to actually commence the Storage Facility operation;

WHEREAS, HOLCIM is in the process of securing corporate authority to make the capital expenditure for the raised bore shaft and is willing to undertake such construction at its sole risk in the event that the Legislation or another option for authorizing the Storage Facility is not obtained; and

WHEREAS, the Parties agreed that the CITY's Contribution for the construction of the Storage Facility Improvements shall be the CITY's reimbursement to HOLCIM \$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 Legislation or another alternative allows 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.

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 Second Amendment as representing the intent of the Parties, and as substantive covenants and conditions.

2. CITY and HOLCIM hereby agree to that the date of June 30, 2022 set forth in subsection (d) of Section 3 Grant of Lease/Termination of the Lease as amended by the Amendment shall be amended to now be the date of December 31, 2023. The other dates in the Lease are hereby frozen pending the outcome of the Parties' efforts to secure the necessary Legislation or an alternative approval.

3. HOLCIM shall have the option to construct the raised bore shaft prior to the approval of the Legislation or some alternative authority for the Storage Facility at its sole risk.

4. The CITY agrees to reimburse HOLCIM \$650,000 in accordance with the terms of the Lease in the event the Legislation is approved or an alternative authorization is received for the Storage Facility and the Storage Facility becomes operational for disposal the lime sludge from the CITY's Water Treatment Facility .

5. The Parties acknowledge that the agreed \$19.00 per wet ton for hauling and placing the lime sludge to be paid to HOLCIM 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 every subsequent year in the event the Storage Facility becomes operational.

6. The Parties also acknowledge that the annual minimum for hauling and placing the lime sludge has increased for 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.

7. All of the other terms and conditions as set forth in the Lease and the Amendment to the Second Amended and Restated Lease shall remain in full force and effect.

8. This Second 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: _____