

AMENDMENT TO HOST COMMUNITY AGREEMENT

This Amendment to Host Community Agreement is executed this _____ day of _____, 2015 by the City of Plano, Illinois, a Illinois municipal corporation (the "City") and Groot Industries, Inc., an Illinois corporation ("Successor Transfer Station Operator" or "Groot").

WHEREAS, on the 27th day of March, 2013, a Host Community Agreement was executed by and between the City of Plano as Host Community and Plano Transfer Station, LLC, an Illinois Limited Liability Company as Operator concerning a Transfer Station Facility proposed to be located on a parcel West of Eldamain Road, in Little Rock Township, Kendall County, City of Plano, State of Illinois ("March 27, 2013 Host Community Agreement"); and

WHEREAS, such Transfer Station has subsequently received final, non-appealable site location approval and a development permit from the Illinois Environmental Protection Agency; and

WHEREAS, the March 27, 2013 Host Community Agreement allows for the transfer/assignment of the Transfer Station Operator's interest to a successor entity; and

WHEREAS, Plano Transfer Station, LLC is contemplating a transfer and assignment of its interest as Operator in the March 27, 2013 Transfer Station Host Agreement to Groot Industries, Inc., and Groot is contemplating accepting the transfer and assignment of Plano Transfer Station, LLC's interest in said Host Agreement; and

WHEREAS, in the event that such transfer/assignment of Plano Transfer Station, LLC's interest in the Plano Transfer Station to Groot is consummated, Groot has proposed certain amendments to the terms and conditions of such Host Community Agreement, and the City is in agreement with such amendments, and believes that such amendments are consistent with the spirit and intent of the March 27, 2013 Host Community Agreement, as well as the terms and conditions of site location approval granted by the City for such Facility on November 19, 2014, all as expressly allowed by Section 39.2 (e-5) of the Illinois Environmental Protection Act.

NOW, THEREFORE, in the event that a transfer/assignment of Plano Transfer Station, LLC's interest in the Plano Transfer Station to Groot Industries, Inc. is consummated, the preceding recitals are incorporated by referenced herein, and in consideration of the mutual obligations undertaken herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by and between the City and Groot Industries, Inc. as follows:

1. Each and every reference in the existing Host Community Agreement to Plano Transfer Station, LLC as the Transfer Station Operator shall be stricken and deleted in their entirety, and, in lieu thereof, Groot Industries, Inc. shall be inserted as the Transfer Station Operator.

2. The definition of "Regular Business Hours" set forth on page 4 of the March 27, 2013 original Host Community Agreement shall be amended to read as follows:

"Regular Business Hours" of the Transfer Station shall mean 5:00 a.m. to 6:00 p.m. on weekdays, and 5:00 a.m. to 1:00 p.m. on Saturdays, with no operation of the Transfer Station on Sundays or federal holidays, provided that on the Saturday following any federal holiday, Regular Business Hours may be extended by the Transfer Station Operator to 6:00 p.m.

3. Section 11(b)(i) of the March 27, 2013 original Host Community Agreement shall be amended to read as follows:

In no more than fourteen (14) filled or partially-filled transfer trailers, suitably covered, provided that as many transfer trailers will be stored inside the building as practicable. Any full transfer trailers that cannot be stored inside the building due to space constraints may be stored outside the building for a period of no more than 24 hours, with the exception of holidays and weekends. In the case of holidays and weekends, all full trailers will be removed the subsequent operating day, but will never be stored onsite for more than 72 hours.

4. Section 11(c) and 11(d) of the March 27, 2013 original Host Community Agreement shall be deleted in their entirety.

5. Section 11(f) of the March 27, 2013 original Host Community Agreement shall be amended to read as follows:

No more than twenty (20) transfer trailers will be allowed on the Site at any given time.

6. Section 16(c) of the March 27, 2013 original Host Community Agreement shall be amended to read as follows:

The Host Benefit Fees in subsection (a) of this section shall remain unadjusted until the fourth (4th) anniversary of the Operations Date of this Host Community Agreement;

7. Section 16(c)(i) of the March 27, 2013 original Host Community Agreement shall be amended to read as follows:

On the fourth anniversary of the Operations Date of this Host Community Agreement, or December 31, 2020, whichever is deemed by the City to be more beneficial, and on each anniversary thereafter, all Host Benefit Fees shall be increased or decreased annually by the percentage increase or decrease during the previous calendar year in the Consumer Price Index (CPI-0U) for Chicago-Kenosha-Gary – All Items. Any such adjustment shall not exceed 4% per annum but shall never be decreased below the base fees established in paragraph a. above. If said Index shall cease to be published, the City and the Transfer Station Operator shall designate a comparable index which shall then be used for determining the annual rate of increase or decrease.

8. Section 26(e) of the March 27, 2013 original Host Community Agreement shall be amended to read as follows:

Notification. All notices and other correspondence required or permitted under this Agreement shall be given at the following addresses or such other addresses as the City or the Transfer Station Operator may in writing designate:

CITY OF PLANO

Mayor
City of Plano
17 E. Main St.
Plano, IL 60545

COPIES TO:

Thomas W. Grant
(or his successor in Office as City Attorney)
Attorney at Law
200 Hillcrest Avenue
P.O. Box 326
Yorkville, IL 60560

TRANSFER STATION OPERATOR:

Groot Industries, Inc.
2500 Landmeier Road
Elk Grove Village, IL 60007-2627

Notices shall be deemed to have been given and effective as follows:

- i. When delivered personally; or
- ii. If mailed, two (2) days after being deposited in the U.S. mail, registered or certified, return receipt requested, to the address shown above; or
- iii. If deposited with a commercial courier for next day delivery, one (1) day after being so deposited.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on behalf of the City and the Transfer Station Operator this _____ day of _____, 2015.

FOR THE CITY:

Mayor, City of Plano

ATTEST:

City Clerk

FOR THE TRANSFER STATION
OPERATOR:

GROOT INDUSTRIES, INC.

By: _____

Its: _____

Groot Draft 17.13.2015