

**SECOND AMENDMENT OF THE PAINT RECYCLING AGREEMENT
BETWEEN
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS
AND
EPAINT RECYCLING SOLUTIONS, INC.**

THIS SECOND AMENDMENT OF THE PAINT RECYCLING AGREEMENT BETWEEN THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS AND EPAINT RECYCLING SOLUTIONS, INC. (herein referred to as "Second Amendment") is made this 18th day of October 2018 between the Solid Waste Agency of Lake County, Illinois (herein referred to as "Agency") and Epaint Recycling Solutions, Inc. (herein referred to as "Contractor").

WHEREAS, on January 1, 2017, the Agency and Contractor entered into the Paint Recycling Agreement (herein referred to as "Agreement") regarding the collection and recycling of latex paint on behalf of the Agency; and

WHEREAS, the terms of the Agreement, reserves the right of the Agency to renew the Agreement for three additional one (1) year periods (January 1 to December 31).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration recited in the Agreement the sufficiency of which are hereby acknowledged, the Agency and Contractor agree:

1. That the above recitals are incorporated as a part of this Second Amendment as though set forth herein.
2. That the Term of this Agreement shall be renewed for the full extent of the available renewal periods, extending Agreement for a two (2) year period (January 1, 2019 to December 31, 2020).
3. That the schedule of collection fees charged (Section 1c.) shall be replaced in its entirety by the Collection Fees Schedule attached hereto as Exhibit A.
4. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect. As and provisions of this Agreement and this Amendment are inconsistent. The terms and conditions of this Amendment shall apply and supersede the terms of the Agreement.

IN WITNESS WHEREOF, the Agency and Contractor have caused this Second Amendment to be executed in their respective names. Have caused their respective corporate seals to be hereto affixed, and have caused the Second Amendment to be attested, all by their duly authorized officers and representatives, and the Agency and Contractor have caused this Second Amendment to be dated as of the date and year first written above.

Solid Waste Agency of Lake County, Illinois

By: Glenn Ryback
Chairman

Epaint Recycling Solutions, Inc.

By: Linda L. Paniagua

Attested:

By: [Signature]

Attested:

By: Pamela A. Spatz

Exhibit A

EPAIN T RECYCLING SOLUTIONS, INC. PAINT RECYCLING PROGRAM
For the
SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

COLLECTION FEE SCHEDULE

Effective January 1, 2019 the following section of the Agreement shall be amended as follows:

1c. Collection fees from residents for the recycling of latex paint at SWALCO hosted collection events shall be:

- | | | |
|------|------------------|--------------|
| i. | 1 quart can(s) | \$1.00/can |
| ii. | 1 gallon can(s) | \$3.50/can |
| iii. | 5 gallon pail(s) | \$10.50/pail |

The above rates have been adjusted to compensate for increased overhead costs that Epaint Recycling Solutions has incurred for transportation and staffing. These rates shall remain frozen for the remainder of the term of this agreement.