

**AMENDMENT OF HOST COMMUNITY AGREEMENT BETWEEN
GROOT INDUSTRIES, INC. AND
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS**

THIS AMENDMENT OF THE HOST COMMUNITY AGREEMENT BETWEEN GROOT INDUSTRIES, INC. AND THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS (hereinafter referred to as "Amendment") is made this 17 day of June, 2021 between Groot Industries, Inc., an Illinois Corporation, (hereinafter referred to as "Groot") and the Solid Waste Agency of Lake County, Illinois (hereinafter referred to as the "Agency").

WHEREAS, on April 11, 2013, Groot and the Agency entered into a Host Community Agreement (hereinafter referred to as the "Agreement"), regarding the develop of a municipal waste transfer station in Round Lake Park, Lake County, Illinois; and

WHEREAS, said Agreement provided for the payment of certain Host Fees to the Agency and the annual adjustment of said Host Fees using a specific Consumer Price Index as published by the United States Department of Labor Statistics that has been modified and is no longer published; and

WHEREAS, Groot and the Agency wish to update the Consumer Price Index to the proper index for this region of the State of Illinois; and


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


1. That the above recitals are incorporated as a part of this Amendment as though set forth herein.
2. That the first sentence in Section 5.c is hereby replaced with the following sentence:
The Host Benefit Fee shall be adjusted on an annual basis after the first three (3) years from the Anniversary Date of this Agreement by the percentage change during the previous calendar year (January to January) in the Revised Consumer Price Index for All Items (Chicago-Naperville-Elgin) published by the United States Department of Labor Statistics, which shall not exceed three percent (3%) in any given calendar year.

3. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect. If any provisions of the 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, Groot and the Agency have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and Groot and the Agency have caused this Amendment to be dated as of the date and year first written above.

SOLID WASTE AGENCY OF LAKE
COUNTY, ILLINOIS

By: 

Attest:

Secretary

GROOT INDUSTRIES, INC.

By: 

Attest:
