

**AMENDMENT TO RESTATED HOST AGREEMENT FOR THE OPERATION AND
DEVELOPMENT OF ROCHELLE LANDFILL #2 (MULFORD ROAD
IMPROVEMENTS)**

This Amendment to Restated Host Agreement for the Operation and Development of Rochelle Landfill #2 (Mulford Road Improvements) ("this Amendment") entered into between THE CITY OF ROCHELLE, an Illinois municipal corporation ("City"), and ROCHELLE WASTE DISPOSAL, L.L.C., an Illinois limited liability company ("Operator") as of April 8, 2013:

WITNESSETH

THAT WHEREAS, the parties have heretofore entered into a Restated Host Agreement for the operation and development of Rochelle Municipal Landfill #2; and

WHEREAS, the parties have heretofore amended the Restated Host Agreement in certain particulars, including an amendment to Section 3.12 consisting of a new Section 3.12(c), which provided that the Operator would complete construction of improvements to Mulford Road in two stages, as follows (1) from Route 38 to the existing landfill entrance; and (2) from the existing landfill entrance to Creston Road; and

WHEREAS, the City and the Operator have agreed that, in light of the intended relocation of the existing entrance to a point farther south, it would be reasonable to further amend Section 3.12(c) to provide that the first stage of construction would be from Route 38 to the Union Pacific Railroad tracks, and that the second stage would be from the Union Pacific Railroad tracks to Creston Road, to specify completion deadlines, and to provide further that the Operator would be responsible for maintenance of that portion of Mulford Road from the Union Pacific Railroad tracks south to the existing entrance, a distance of approximately 200 feet, until completion of the entire project;

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Section 3.12(c) of the Restated Host Agreement is amended to read in its entirety as follows:

“(c) The OPERATOR will reconstruct Mulford Road to a rural standard with a two lane asphalt pavement suitable for 80,000 pound traffic (the “Mulford Road Improvements”). The Mulford Road Improvements from Route 38 to the Union Pacific Railroad tracks shall be completed no later than March of 2014. The Mulford Road Improvements from the Union Pacific Railroad tracks to Creston Road, and the construction of the new entrance to the landfill, shall be completed no later than March of 2018. The Operator shall be responsible for maintenance and repair of that section of Mulford Road from the Union Pacific Railroad tracks south to the existing landfill entrance, a distance of approximately 200 feet, at its cost, until completion of the Mulford Road Improvements from the Union Pacific Railroad tracks to Creston Road. The OPERATOR and the CITY shall share in the cost of the Mulford Road Improvements on the basis of linear foot frontage, with the

OPERATOR's frontage share being 7,813 feet (representing the footage on both sides of Mulford Road from Route 38 to the Union Pacific Railroad tracks, and the footage on the west side of Mulford Road from the railroad tracks to Creston Road) and the CITY's share being 2,573 feet (representing the footage on the east side of Mulford road from the railroad tracks to Creston Road). The OPERATOR shall advance the entire cost of the improvements and the CITY shall contribute its share upon completion of the improvements. OPERATOR shall have a right of recapture for its share of the costs against adjacent benefiting properties (Beardin Farms, Inc., Robert & Genevieve Hughes Trust, Joseph V. and Joan R. Sanek Trust), and the CITY will use its best efforts to take appropriate municipal action to facilitate the OPERATOR's recapture of these costs from the adjoining benefiting properties, including the execution and recording of appropriate Recapture Agreement(s). The total cost of the improvements shall not exceed the reasonable cost for similar road improvements in the immediate vicinity."

2. In all other respects the terms of the Restated Host Agreement, as heretofore amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment in duplicate originals as of the date first shown above.

CITY OF ROCHELLE, an Illinois municipal Corporation

ROCHELLE WASTE DISPOSAL, LLC., an Illinois limited liability company

By: _____
CITY Manager

By: _____

Attest: _____
CITY Clerk

Its: _____