

State of Illinois
County of Kendall

Zoning Petition 04-40
(Prairie Materials)

ORDINANCE 2009 - 09-02
PRAIRIE MATERIALS
Mining Permit

**118.77 Acres located on the north side of Sherrill Road, west of Illinois State Route 47
Road in Lisbon Township**

WHEREAS, VCNA Prairie Aggregates Illinois, Inc. as lessee of the property located near the southwest corner of Sherrill Road and Illinois Route 47 has petitioned for approval of a mining permit; and

WHEREAS, the property is legally described in Exhibit "A" (PINS #08-33-400-002; 08-33-400-004 and 08-33-400-005) attached hereto and made a part hereof; and

WHEREAS, said property is currently a court ordered M-3 zoning and improved with an existing single family home; and

WHEREAS, the petitioner desires to acquire a mining permit for the purpose of mining; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, notice of meetings for residents who filed for location protection and approval of the reclamation plan by the Zoning Board of Appeals on June 16, 2008 and

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, the County's Consulting engineer Strand Associates, Inc. has reviewed and recommended approval of the mining permit; and

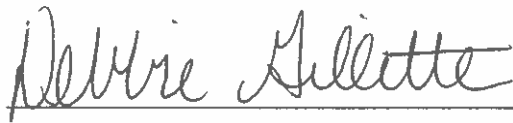
NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a mining permit on the tract of land located at the legal described in "Exhibit A", and depicted on the Plat of Survey attached as "Exhibit B" hereto and incorporated herein and the requirements of a permit are attached as "Group Exhibit C", subject to the following conditions:

1. The mine permit will expire ten years from the signing of this ordinance. The petitioner must renew the permit before the ten year time period is up to extend the time period of the mining permit. Each renewal can only be for no more than ten more years. At said renewal time changes/amendments made must following the Zoning Ordinance provisions.
2. All provisions of the Zoning ordinance must be followed.
3. An examination of the premises shall be made by the Administrator or his/her designee at least annually during the term of the permit. The Administrator shall subsequently complete a Mining Inspection Report, mailing to the operator one (1) copy by certified mail return receipt requested and retaining one (1) copy in the permanent files at the County.

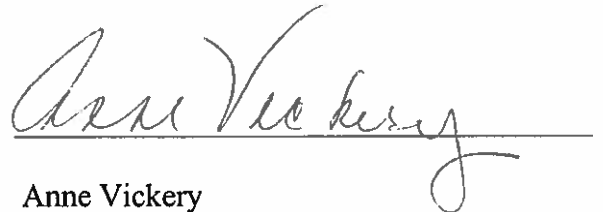
4. A permit issued hereunder may be revoked or modified by the County Board after due hearing in the event the permittee violates any provision of 10.03-1-C. of this Ordinance.

IN WITNESS OF, this ordinance has been enacted on January 20, 2009.

Attest:



Debbie Gillette
Kendall County Clerk



Anne Vickery
Kendall County Board Chairman

EXHIBIT A

Prairie Materials Legal Description

The west half of the southeast quarter, and the northeast quarter of said Southeast quarter of Section 33, Township 35 North, Range 7 East of the Third Principal Meridian (except that part conveyed to the State of Illinois for road right-of way purposes, as shown on document number 9812097 at the Kendall County Recorder's Office), all in Lisbon Township, Kendall County, Illinois, and containing 120.10 acres more or less.

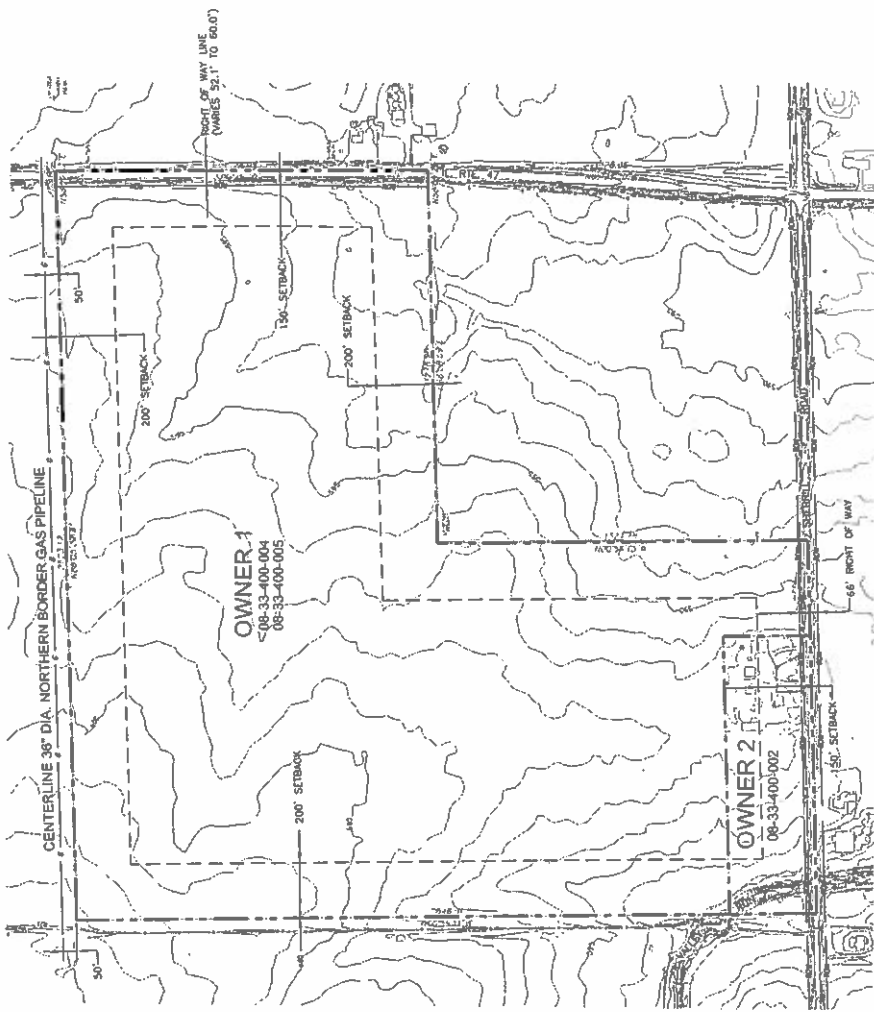
SUBMITTAL RECORD		
NO.	DATE	
1	11/11/2011	
REVISION RECORD		
NO.	DATE	DESCRIPTION
1	11/11/2011	ISSUE FOR PERMITS
2	11/11/2011	ISSUE FOR PERMITS

- LEGEND:**
- 500 — ELEVATION CONTOUR LINE (CONTOUR INTERVAL = 1')
 - - - - - PROPERTY LINE
 - - - - - RIGHT OF WAY LINE
 - - - - - MANNING SETBACK LINE
 - - - - - UNDERGROUND 35" DIA. GAS PIPELINE
 - FARM UTILITY POLE
 - POWER POLE
 - - - - - OVERHEAD ELECTRIC AND OVERHEAD TELEPHONE
 - - - - - UNDERGROUND ELECTRIC

EXHIBIT B



Authorized User: CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 2000 N. UNIVERSITY BLVD. SUITE 100 CHICAGO, IL 60614 TEL: (773) 399-1000 FAX: (773) 399-1001 WWW: CIVIL-ENV.COM	Project: VONA PRAIRIE AGGREGATES ILLINOIS, INC. LISBON YARD 107 LISBON TOWNSHIP KENDALL COUNTY, ILLINOIS
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NOTICES:

1. THESE RECORDS WERE PREPARED IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT, 1984, AND THE ILLINOIS SURVEYING REGULATIONS, 1984, AND THE ILLINOIS SURVEYING BOARD, 1984.
2. THESE RECORDS WERE PREPARED IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT, 1984, AND THE ILLINOIS SURVEYING REGULATIONS, 1984, AND THE ILLINOIS SURVEYING BOARD, 1984.
3. THESE RECORDS WERE PREPARED IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT, 1984, AND THE ILLINOIS SURVEYING REGULATIONS, 1984, AND THE ILLINOIS SURVEYING BOARD, 1984.
4. THESE RECORDS WERE PREPARED IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT, 1984, AND THE ILLINOIS SURVEYING REGULATIONS, 1984, AND THE ILLINOIS SURVEYING BOARD, 1984.

6107/LISBON

GROUP EXHIBIT C

MINING AGREEMENT
(Weitendorf)

On this 29th day of July, 2002, FIRST MIDWEST BANK, AS TRUSTEE Under Trust Agreement Dated January 29, 2002, and Known As Trust No. 6818, of 66 North Chicago, Illinois Street, Joliet, Illinois 60432, as to Parcel 1 in Exhibit "A" and DOROTHY PORTER, 124 Ash Street, Frankfort, Illinois 60423, as to Parcel 2 in Exhibit "A", hereinafter collectively referred to as "Lessor" and PRAIRIE MATERIAL SALES, INC., an Illinois corporation, with principal offices located at 7601 West 79th Street, Bridgeview, Illinois 60455, hereinafter referred to as "Lessee" have entered into this Mining Lease, hereinafter referred to as the, "Agreement" for the purpose of allowing Lessee to mine and sell overburden, sand, gravel and limestone from the Premises, and the Parties agree as follows:

WHEREAS; Lessor is the owner and holder of the fee simple title to that certain property located generally in the northwest quadrant of Illinois Route 47 and Sherrill Road, Kendall County, Illinois and legally described at Exhibit "A", hereinafter referred to as the "Premises" with unrestricted right to lease said Premises, and further that such Premises is subject only to current taxes and zoning laws of the County of Kendall and such other conditions as set forth in that certain title commitment issued by Chicago Title Insurance Company referenced at Exhibit "B" and such conditions of title which are acceptable to Lessee at set forth at Exhibit "B", and

WHEREAS; Lessee is in the business of mining, severing and removing, processing and selling, overburden, sand, gravel and limestone, hereinafter referred to as the "Business", and for purposes of this Agreement, Aggregate shall be defined as overburden, sand, gravel and limestone which is mined, severed, and removed from the ground shall be referred to as "Aggregate", and

WHEREAS; Lessee desires to Lease the Premises from Lessor for the purpose of conducting the Business from the Premises, and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and Ten Dollars other good and valuable consideration receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. Term. This Agreement shall have two terms, the initial term of shall be the, "Due Diligence Term" and second term shall be the, "Lease Term". The Due Diligence Term shall be that time from and after the initial execution of this Agreement up to and including the Closing Date during which, Lessee shall be allowed to carry out Due Diligence as set forth herein. The Lease Term shall be that time from and after the Closing Date during which Lessee shall conduct its Business operations on the Premises and shall run for the full term of this Agreement as set forth hereafter.

A. Due Diligence Term. The Due Diligence Term of this Agreement shall commence on the 1st day of August, 2002, and shall terminate on the Closing Date or upon receipt of written notice by Lessee of Lessee's intent to not proceed. During the Due Diligence Term Lessee may terminate this Agreement at any time by giving Lessor written

notice, all at Lessee's sole and unfettered discretion. Unless terminated by Lessee as stated herein, the Due Diligence Term shall be for a term of not less than One Hundred Eighty (180) days and shall have two (2) automatic Ninety (90) day extensions. The Due Diligence Term provided herein is to allow Lessee to conduct any and all Due Diligence investigations that Lessee decides is reasonably necessary to determine, in its sole unfettered discretion, that the Business intended to be conducted on the Premises is sound and commercially viable. During the Due Diligence Term, Lessee shall make reasonable efforts to obtain zoning and all other permits necessary to conduct its Business. In the event that the process for zoning and permits has not been completed on or before the expiration of the last day of the second automatic ninety (90) day extension, Lessor, at Lessee's request shall grant such additional extensions as are reasonably necessary to complete the zoning and permit process, including the time of any litigation that Lessee may seek to prosecute and or defend in order to obtain such zoning and permits.

B. Lease Term. The Lease Term shall be Forty (40) years commencing on the Closing Date and terminating at 12:00 P.M. on the Fortieth (40th) anniversary date of the Closing Date, during which time Lessee may conduct its Business on the Premises. The above notwithstanding, in the event that at the end of the Lease Term there remains on the Premises, Aggregate of such quality and quantity to allow Lessee to continue Business which is commercially reasonable and economically viable, Lessee, at its sole unfettered discretion and option, may renew this Agreement. In such event, this Agreement shall be extended for an additional Forty (40) year term. Commercial reasonability and economic viability shall be determined by Lessee at its sole unfettered discretion. At the end of the Lease Term or extension thereof, Lessee shall have a period of one (1) year to remove its machinery, plant, and equipment and complete reclamation.

C. Closing Date. The Closing Date shall be the date on which Lessee waives all due diligence contingencies set forth in this Agreement and pays to Lessor all amounts agreed to be paid on said date as set forth herein and both Parties become fully bound by the terms, covenants and conditions contained herein for period of the Lease Term and shall be the date on which Lessee shall have the right to take possession of the Premises. Such Closing Date shall occur within 30 days of the completion of the last item of due diligence or the date on which the last ordinance is passed by the proper governmental authority granting the necessary zoning to Lessee for the Premises or a permit is issued by the proper governmental authority which will allow Lessee to conduct its Business on the Premises, whichever occurs last.

2. Royalty. As and for rent for the Premises, Lessee shall pay Lessor a Royalty for Aggregate mined, severed, removed and sold from the Premises. The amount of such Royalty shall be equal to Eight (8%) percent of the Gross Selling Price for each ton of Aggregate mined, severed, removed and sold from the premises. The above notwithstanding, the Royalty shall be not less than Thirty (30) Cents per ton, irrespective of the Gross Selling Price of any ton of Aggregate sold. All royalty payments shall be paid monthly and shall be due and payable on or before the thirtieth (30th) day after the last day of the calendar month during which Aggregates were sold and on which Royalty accrued. All royalty payments shall be sent to the address set forth herein for notice or such other place as Lessor may determine and notify Lessee in writing.

Lessee shall keep accurate and complete books of accounts of the sale of Aggregate. On or before March 1 of each calendar year, Lessee shall certify to Lessor, the number of tons and the Gross Selling Price by product of all Aggregate mined, severed, removed and sold from the

Premises during the preceding calendar year. In the event that such certification shows that an error was made in the payment of Royalty during the preceding calendar year, Lessee shall pay to Lessor any short fall or Lessor shall pay Lessee any over payment, within thirty (30) days after receipt by Lessor of said certification.

Upon request by Lessor, Lessee shall permit Lessor or its agent, to inspect and copy the records and books of account of Lessee pertaining and the Business conducted on the Premises only and no other, all upon reasonable notice to Lessee during normal business hours. Lessor shall not have the right to inspect any of Lessee's records and books of account for any other of Lessee's business.

"Gross Sale Price" as used in this agreement shall be defined as the price at which the processed Aggregate mined, severed, removed from the Premises are sold by Lessee to its customers in bona fide arms length transactions or by internal company transfer or traded in a barter transaction. For purposes of transactions via internal transfer or barter, the transfer or barter price shall be the average sale price of the product or class of material transferred or bartered for the calendar month for which the Royalty is due. Payment of royalty to Lessor shall not be contingent upon receipt by Lessee of payment for any sales made. In the event that said Royalty is not paid within said thirty (30) day period a late fee of one (1%) percent of the payment then due shall be paid for each month during which said payment remains outstanding.

With each payment of Royalty, Lessee shall provide to Lessor an accounting in the form of computer printout, or as otherwise agreed by the Parties, which shows the total tons, the total Gross Selling Price and the average selling price, all of which shall be shown by product.

In the event that Aggregate is processed at an off site location all such material shall be weighed prior to being placed in the primary crusher and the Royalty stated above shall be computed on the basis of actual tons of material as so weighed and multiplying that number of tons by the average sale price of all materials sold for the calendar month for which the Royalty is due.

3. Advance Royalty and Minimum Royalty. After Closing Date and prior to commencement of Business, Lessee shall pay to Lessor, as and for Advance Royalty, the sum of Fifteen Thousand Dollars (\$15,000.00) per calendar quarter. At Closing Date Lessee shall pay to Lessor a prorated share of such Advance Royalty computed on the number of days remaining in the calendar quarter in which the Closing Date occurs. Thereafter, said payment shall be due and payable on the first day of each calendar quarter. Said Advance Royalty shall be credited against Royalty payable to Lessor under the terms of this Agreement.

Upon commencement of Business, Lessee shall pay as a Minimum Royalty the sum of Twenty Two Thousand Five Dollars (\$22,500.00) per calendar quarter. For the calendar quarter in which the commencement of Business occurs, Lessee shall pay to Lessor a prorated share of such Minimum Royalty computed on the number of days remaining in the calendar quarter in which the Closing Date occurs. Said payment shall be made on the first day of the second calendar quarter following commencement of Business. By way of example, in the event that the commencement of Business is February 15, 2003, the first quarter in which said Minimum Royalty shall be paid is July 1, 2003, and said payment shall be for the preceding calendar quarter. It is the agreement and intent of the parties that said payments shall be made at the end of each quarter. After commencement of Business, any and all Royalty due and payable in excess of \$22,500.00 per quarter, the Minimum Royalty, shall be first debited against the Advance Royalty paid from and after Closing Date and prior to commencement of Business and

continuing thereafter until the entire amount of Advance Royalty is recouped and the credit represented by such Advance Royalty payment is reduced to zero.

On the first day of the first calendar quarter following the first full calendar quarter after the commencement of Business, Lessee shall pay, as Minimum Royalty, the amount of Ninety Thousand Dollars (\$90,000.00) per calendar year payable at the rate of Twenty Two Thousand Five Dollars (\$22,500.00) per quarter. Said payments shall terminate on the last day of the Lease Term or at such time as the Aggregate is depleted or becomes not commercially reasonable to be mined, whichever is first to occur. At the end of the Lease Term, Lessee shall not pay Minimum Royalty in excess of the Royalty due as set forth in Paragraph 2.

4. Minimum Royalty Per Acre. The Royalty due and payable during the Lease Term shall average not less than Ten Thousand Dollars (\$10,000.00) per acre of land stripped of overburden and mined and made not farmable. If, at the end of the Lease Term, the Royalty paid Lessor averages less than Ten Thousand Dollars (\$10,000.00) per acre as described, Lessee shall pay to Lessor within thirty (30) days of the last day of the Lease Term, an amount equal to the difference between the total Royalty paid per acre of land stripped of overburden and mined and made not farmable and the number of acres made non-farmable multiplied by Ten Thousand Dollars (\$10,000.00) for each such acre.

5. Crop Damage. If, for any reason, Lessee enters the Premises for mining or test drilling and destroys any of Lessor's growing crops, Lessee shall pay Lessor as liquidated damages an amount equal to the number of acres destroyed or damaged multiplied by the average number of bushels per acre harvested from the Premises multiplied by the average selling price at the elevator used by Lessor on the first market day of December of said year for the year damage occurs.

6. Mining. After the Closing Date, Lessee shall have the right to enter upon the Premises and conduct Business thereon. In addition, Lessee shall have the right to use the Premises to process and/or sell materials obtained from an off-site location.

Once Business has commenced, Lessee shall have the duty to conduct its Business in a good and economical manner so as to take out the greatest amount of Aggregate, giving due regard to the development and preservation of the Premises as a workable quarry. Once commenced, if Lessee ceases its Business on the Premises and fails to pay the Royalty for more than one year, Lessor shall have the right to terminate this Agreement and may re-enter the Premises as provided herein. The above provision to the contrary notwithstanding, in the event that it is no longer commercially reasonable to conduct such Business, Lessee shall be entitled to cease Business operations. Lessee shall have no interest in any material or minerals other than the Aggregate.

7. Internal Roads. Lessee shall have the right to provide suitable roads on the Premises, for ingress and egress as Lessee shall deem necessary and useful in connection with his Business on the Premises, provided such roads shall not cross any part of the Premises which has not been used or previously marked for mining as described in Paragraph 8.

8. Workmanlike Operation. Lessee shall operate its Business on the Premises in a good and workmanlike manner and shall remove Aggregate, so far as is practical and economical.

and shall maintain a reasonable, symmetrical, and contiguous operation so far as is economical and practical so that the farmland remaining outside the operations of the Lessee will not be impaired more than is necessary. In the event that there is oversized stone which is not processed by Lessee, such oversized stone shall be placed in the bottom of the quarry at the conclusion of Business and shall not be buried in the reclamation process. Lessor reserves the right to farm, at his risk, any part of said Premises not then needed in Lessee's Business operation, providing the farming activities of Lessor shall not interfere with Lessee. Lessee shall, on or before March 1st of each calendar year, stake out the estimated acres planned to be mined during the current year. In the event that cropland is taken, used, and/or mined outside of said staked-out area, Lessee shall reimburse Lessor for any crop damage as provided herein.

9. Labor and Equipment. Lessee shall furnish all labor, equipment, and tools for the operation of its Business and shall be solely responsible for the management thereof and shall have complete control thereof and shall be solely responsible for any loss or damage that may be occasioned by said Business, including, but not limited to, any blasting and any operation of any machine or equipment used in the Business of Lessee.

10. Removal of Property. All improvements, including roads, placed upon the Premises by Lessee, shall belong to Lessee and shall be removed prior to the termination of this Agreement or any extension thereof. In the event same are not removed within such time, at Lessor's option after ten (10) days written notice, Lessor may, remove said improvement at Lessee's expense. After the removal of the improvements, including all footings and other foundations installed by Lessee, the portion of the Premises upon which the improvements were located shall be restored (at Lessee's expense) as nearly as possible to the condition existing at the beginning of this Agreement, except for that portion of the Premises actually mined. All of said restoration shall be completed prior to the termination of this Agreement or upon such additional time as Lessor may allow Lessee.

11. Liens. Lessee shall not allow a lien of any kind to attach to the Premises. Lessee will cause to be inserted or included in any and all contracts made by it for the erection of any new buildings or other improvements the clause or covenant by which the contractor and every contractor so employed and sub-contractors thereof shall waive all his and their rights, if any, to a mechanic's lien or other lien upon the interest of the Lessor in the Premises. Lessee shall further provide and include in such contract or contracts a statement that the contractor is familiar with the provisions of the law with reference to mechanic's liens and that all waivers and statements are to be in the hands of the Lessor before any work is done or material delivered to the premises; that the Lessee will, within five (5) days after the making of such contract, furnish the Lessor with a copy thereof.

12. Eminent Domain. In the event that any eminent domain or condemnation proceeding is brought by a governmental, public or quasi-public entity in regard to the Premises or any portion thereof, each party shall have the right to separately negotiate the damages payable to each party as a result of such taking by eminent domain or condemnation. Any damages payable to Lessor for the actual taking of the real estate by eminent domain, condemnation or conveyance in lieu of condemnation shall be the sole and exclusive property of Lessor. Any proceeds payable to the Lessee for damages to Lessee's business as a result of a taking by eminent domain,

condemnation or conveyance in lieu of condemnation shall be the sole and exclusive property of Lessee. In the event of a taking of all or any portion of the Premises by eminent domain, condemnation or conveyance in lieu of condemnation, the Lessee agrees to release the portion of the Premises so taken. In the event that the portion of the Premises taken by eminent domain, condemnation or Conveyance in lieu of condemnation effectively prevents Lessee from further operating its business on the Premises the Lessee shall have the option of terminating this Agreement.

13. Insolvency. If Lessee shall, at any time while this Agreement is in effect, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Lessee, or if Lessee shall compound its debts or sign over its estate or effects for payment thereof, if any execution or attachment shall issue against Lessee, or any of its effects whatsoever, whereupon the premises shall be taken or attempted to be taken, or if a receiver or trustee shall be appointed of Lessee's property or if this Agreement shall, by operation of law, devolve upon or pass to any person or persons other than Lessee, then, and in each of said cases, it shall and may be lawful for Lessor, at his election, to terminate this Agreement and to enter upon the Premises and to have, hold, possess, and enjoy the same discharged from any rights of the Lessee or those claiming under him. Lessor shall also have a first lien on Lessee's interest hereunder in all mined and severed materials now and hereafter located and/or stockpiled on said Premises to secure the payment of all monies or Royalty due to Lessor. Said lien may be foreclosed in equity.

14. Improvements. Lessee may build and maintain a road for ingress and egress purposes to and from the area being mined as provided in Paragraph 7. Lessee will not be required to pay royalty on any materials used to build and maintain that portion of said road contained within the Premises. Lessor shall also allow Lessee to move machinery in and out of the area to be mined upon such roads as may be needed in the operations of Lessee, and further allow Lessee to place footings or erect buildings for scales or machinery or for other uses where it is required in the operation of Lessee's mining business. Said improvements and roads shall be located only on those areas previously marked for mining purposes in accordance with the provisions of Paragraph 8.

15. Zoning. This Agreement is contingent upon Lessee obtaining zoning or special use permit, as applicable, for the use of the Premises as provided herein. Lessor shall not be responsible for obtaining proper zoning for the conduct of Lessee's operations, or for any operating costs, all of which shall be borne by Lessee. Lessor shall cooperate with Lessee in obtaining licenses, permits, zoning changes, or similar permission to operate a quarry and one or more concrete plants and/or asphalt plants on the Premises.

16. Reclamation. The provisions of the Surface-Mined Land, Conservation and Reclamation Act of the State of Illinois, 225 ILCS 715/3 (2000 State Bar Edition), shall be followed to the extent applicable, notwithstanding whether said provisions require the issuance of a permit from the Department of Mines and Minerals. The requirements of that Act which must be met by an operator shall become requirements under the terms of this Agreement.

17. Drain Tile. Lessee agrees to replace, maintain, and relocate the farm drain tile for farmland now draining over and through the Premises so that the drainage of these lands will not

be interrupted or impeded by the mining operation.

18. Real Estate Taxes. During the Lease Term the Lessee shall promptly pay when due all general real estate taxes and other charges levied against the Premises by the State of Illinois, the County of Kendall or any municipality or agency or subdivision thereof, hereinafter referred to as "Imposition". In the event that the Lessee fails or refuses to pay Imposition before the same becomes delinquent,, Lessor may at their option, pay said general real estate taxes and charges, together with any penalty levied against or interest charged upon the same, and may seek reimbursement from Lessee of all amounts paid. Lessee shall not be required to pay, discharge, or remove any such Imposition so long as it shall proceed to contest the validity or amount thereof by appropriate legal proceedings that shall operate to prevent the collection of the Imposition so contested, or the sale of the Demised Premises, or any part thereof, to satisfy the same, or to prevent the appointment of a receiver because of the non-payment of any such Imposition; provided that the Lessee, before such Imposition shall become delinquent, shall give notice to the Lessor of the intention of the Lessee to contest the same. While such legal proceedings are pending Lessor shall not have the right to pay, remove, or discharge the Imposition so contested.

19. Commencement of Mining. Lessee shall commence Business on the Premises not later than one year after the Closing Date.

20. Indemnity. Lessee shall defend, indemnify, and hold harmless Lessor from all losses, damages, and expenses resulting from any and all claims, demands, or rights of action that may be asserted at any time against Lessor for damage to property or injury to or death of any person which occurs during the term of this Agreement and which is caused by the negligence or willful and wanton acts of Lessee in its operations on the Premises. In the event that the Lessor is made a party to any litigation brought by a third party against the Premises or Lessor as a result of any act or omission by Lessee, the Lessee shall hold the Lessor harmless and indemnified in regard to any and all claims, losses, damages, attorney's fees, cost and expenses in regard to such litigation. In the event of any litigation by and between the parties hereto, the parties hereby consent to the jurisdiction and venue of such litigation being with the Circuit Court of the 16 Judicial Circuit, Kendall County, Illinois. In the event of any litigation by and between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

21. Sale of Clay and Black Dirt. Any other terms contained herein notwithstanding, Lessor may sell excess clay and black dirt from the Premises. In such event Lessee shall have the right to designate the location from which the clay and black dirt shall be removed. The term "excess clay and black dirt" shall be deemed to mean any and all clay and black dirt located on the Premises over an above that quantity required, necessary or used for reclamation purposes, construction of berms or roads on the Premises or for landscaping, all determined at the sole unfettered discretion of Lessee. Black Dirt shall be defined as the soil/dirt contained within the first/top 12 inches of the Premises as it is presently configured. All other terms of sales shall be by separate agreement at the time of sale.

22. Remedies. Time is of the essence of this agreement. This Agreement is made upon the express condition that, if default be made in the payment of the Royalty above reserved

or any part thereof, or if the Lessee fails or substantially neglects to perform, meet, or observe any of the Lessee's obligations hereunder, Lessor, or the legal representative of Lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended and re-enter into said Premises. Provided, nevertheless, that Lessee shall have thirty (30) days after receipt of written notice from Lessor or Lessor's legal representative of said fault or neglect in which to correct said fault or neglect. All Royalty becomes the absolute property of the Lessor upon the mining, severing, removal and sale of the sand, gravel and limestone and shall be held in trust until the same are paid, and in the event of default by Lessee of any of the payments due to Lessor, then at Lessor's option, expressed in writing, sent to Lessee by registered mail, this Agreement may be canceled by Lessor as of the date which is thirty (30) days after the date of the postmark of the registered mail receipt, being the intention hereunder that in any letter of cancellation, Lessee shall be given thirty (30) days by Lessor to make payment of past due monies at the regular place hereinbefore designated for payment.

23. Permitted Use. Lessee shall have the right through its agents, employees, contractors or sub-contractors to occupy or use said Premises or portion or portions thereof in mining, severing, removal, processing and sale of Aggregate.

24. Binding. This agreement shall be binding upon both Lessor and Lessee and their respective heirs, executors, administrators, successors, and assignees.

25. Severability. The invalidity or un-enforceability of any provision of this Agreement shall not affect or impair any other provision hereof. This Agreement shall be governed, interpreted, and construed under the laws of the State of Illinois.

26. Insurance. Lessee covenants and agrees that it will at all times during the term hereof, at its sole cost and expense, carry and maintain for the mutual benefit of Lessor and of Lessee, comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises, under policies in form and companies reasonably satisfactory to the Lessor and authorized to do business in the State of Illinois. Such insurance to afford protection to the limit of not less than \$1,000,000 in respect to injury to or death of a single person, and to the limit of not less than \$1,000,000 in respect to any one accident, and to the limit of not less than \$1,000,000 in respect to property damage. Lessee shall furnish Lessor with a duplicate certificate or certificates of insurance policies stating therein the number of each such policy, the name of the insurer, the amount of insurance under each such policy and the date of expiration of each such policy, and shall from time to time, whenever required, satisfy Lessor that such policy or policies is or are in full force and effect.

All public liability, and other casualty policies shall be written as primary policies; they shall not be contributing with, or in excess of, other coverage that the Lessee may carry. Each of the policies shall provide that the Lessor is named as an additional insured thereunder as its interest may appear. Notwithstanding anything to the contrary contained in this paragraph, Lessee's obligations to carry the insurance provided herein may be brought within the coverage of a so called "blanket policy" or policies of the insurance carrier maintained by the Lessee. However, the Lessor must be named as an additional insured thereunder as its interest may appear; the coverage afforded Lessor must not be reduced or diminished by the blanket policy of insurance, with endorsement to that effect provided to Lessor; and the requirements set forth in

this Paragraph must be otherwise satisfied.

27. Relationship of Parties. This Agreement is not intended to be and shall not create or be construed as creating a partnership or joint venture relationship between the parties. It is intended that the sole relationship between the parties be that of Lessor and Lessee only. Lessee shall indemnify, and hold Lessor harmless from any and all such claim, and the cost of defense of such claim, where such claim arises from the written or oral statements of Lessee or its agents, Lessor shall indemnify and hold Lessee harmless from any and all such claim, and the cost of defense of such claim, where such claim arises from the written or oral statements of Lessor or their agents.

28. Assignment. Lessor shall have the right to assign this Agreement and their respective interests, rights and liabilities under this Agreement to a subsequent purchaser of the Premises or portion thereof, their successors and/or assigns. Lessee shall have the right to assign this Agreement and its interest, rights and obligations under this Agreement to an affiliated entity or person of Lessee or subsequent purchaser of Lessee. In event that this Agreement is to be assigned pursuant to a sale by Lessee and such sale is of this Agreement alone or part of a larger sale which is not a sale of all of the assets of Lessee, such assignment shall not be done, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.

29. Trustee's Exculpation. In the event that this Agreement is executed by a Trustee, not individually or personally, but solely as Trustee in the exercise of the power and authority conferred upon it as such Trustee, and pursuant to the express written direction of the beneficiary and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the Trustee or any beneficiary of the trust personally to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein, all such liability of the trustee, and, such beneficiary, being expressly waived by Lessee.

30. Royalty Payment. Lessee, when paying Royalties under this Agreement, shall make one payment to Lessor. Lessor shall then distribute said payment if distribution is necessary. Lessee, shall have no liability with respect to such distribution. In the event that there is dispute or non agreement by Lessee on the distribution of such payment, Lessee, at its sole discretion, until otherwise directed in writing by Lessor, may pay Royalties to Lessor on percentage basis. In that event the percentage paid to Lessor shall be a fraction the numerator of which shall be the number of tons of Aggregate commercially reasonable to be mined from the respective property and the denominator of which being the total number of tons of Aggregate commercially reasonable to be mined from both properties. The above notwithstanding, Lessee, at its sole discretion, may pay such Royalties into an account for the benefit of Lessor. Any such payment as outlined in this paragraph shall be a proper payment of Royalties and Lessee shall not be subject to penalty of any kind and Lessor's sole remedy to collect any Royalties held in such an account will be to withdraw them from such account. All accounting controls for the calculation and settlement of account for Royalties paid and due remain in full force and effect. It is the intention of the Parties that Lessee will make test borings of the Property during the Due Diligence Term to determine the amount of Aggregate commercially reasonable to be mined from the respective parcels and that Lessee shall provide Lessor with all information available to Lessee and used by Lessee to calculate said amounts.

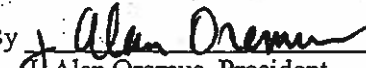
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

LESSOR:


Dorothy Porter

LESSEE:

PRAIRIE MATERIAL SALES, INC.

By 
J. Alan Oremus, President

Attest: _____

FIRST MIDWEST BANK, AS TRUSTEE

Under Trust Agreement Dated January 29, 2002,
and Known As Trust No. 6818 *and not personally*



CLOSING DATE EXECUTION

On this _____ day of _____, 2002, _____ of _____, hereinafter referred to as "Lessor" and PRAIRIE MATERIAL SALES, INC., hereinafter referred to as "Lessee" have hereby executed this Agreement for the purpose of acknowledging waiver of all Due Diligence Term contingencies and to establish and commence the Lease Term.

LESSOR:

Dorothy Porter

FIRST MIDWEST BANK, AS TRUSTEE
Under Trust Agreement Dated January 29, 2002,
and Known As Trust No. 6818

LESSEE:

PRAIRIE MATERIAL SALES, INC.

By _____
J. Alan Oremus, President

Attest: _____

EXHIBIT "A"
Legal Description

Commonly Known as:
Sherrill Road at Route 47
Lisbon, Illinois

PINS: 08-33-400-005 and 08-33-400-004

PARCEL ONE: 08-33-400-005

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, **EXCEPTING THEREFROM THE FOLLOWING:** A PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST 404.388 METERS (1,326.73 FEET) ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88 DEGREES 11 MINUTES 05 SECONDS WEST 15.096 METERS (49.53 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 104.110 METERS (341.57 FEET); THENCE NORTH 02 DEGREES 08 MINUTES 00 SECONDS EAST 38.341 METERS (125.79 FEET); THENCE NORTH 00 DEGREES 51 MINUTES 24 SECONDS WEST 262.089 METERS (859.87 FEET) TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88 DEGREES 11 MINUTES 52 SECONDS EAST 11.479 METERS (37.66 FEET) ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING, BEING THAT PART CONVEYED TO PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 1998 AS DOCUMENT 9816019, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS

PARCEL TWO: 08-33-400-004

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4, THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4 60 RODS; THENCE NORTH 18 2/3 RODS; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 60 RODS TO THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID WEST LINE 18 2/3 RODS TO THE POINT OF BEGINNING,) IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS.

CONSENT AND ESTOPPEL CERTIFICATE
(Yard No. 6107)

To: Votorantim Cimentos North America, Inc.
c/o St. Mary's Cement, Inc.
55 Industrial Street
Toronto, Ontario M4G 3W9
Attention: Jolanta Malicki
General Counsel

Re: Name of Agreement: Real Estate Sales Contract (the "Agreement")
Date of Agreement: June 9, 2004
Purchaser: Prairie Material Sales, Inc., an Illinois corporation (the
"Purchaser")
Seller: Keith Charles Hosbach and ^{WENDY}Wending Ellen Hosbach,
husband and wife (collectively the "Seller")

Common Address of Property: 9391 Sherrill Road, Morris, Illinois 60450 (the
"Property")

Ladies and Gentlemen:

The undersigned acknowledges that the Purchaser has entered into an Asset Purchase Agreement (the "Purchase Agreement") with Votorantim Cimentos North America, Inc., (the "Assignee") pursuant to which the Assignee or its designee will purchase substantially all of the assets of Purchaser and, in connection therewith, the Agreement will be assigned to the Assignee (or its designee). Pursuant to the terms of the Agreement, the Seller's consent may be required prior to the aforementioned transactions. Further, Assignee requires this Consent and Estoppel Certificate prior to the consummation of the transactions contemplated by the Purchase Agreement. Accordingly, the undersigned hereby certifies and confirms to Assignee and covenants, acknowledges and agrees as follows:

1. Attached hereto as Exhibit "A" is a true, correct and complete copy of the Agreement (together with any and all amendments, modifications and extensions thereto). The Agreement is in full force and effect. The Agreement constitutes the entire rental agreement between Seller and Purchaser with respect to the Property and has not been amended, modified, supplemented or superseded except as set forth in Exhibit "A".
2. No default or breach exists on the part of Seller or Purchaser under the Agreement, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would constitute such a breach or default or permit termination, modification or acceleration under the Agreement.
3. Seller has not repudiated any provision of the Agreement.

4. To Seller's knowledge, there are no disputes, oral agreements or forbearance programs in effect as to the Agreement.
5. Among other things, the Agreement grants an option to purchase the real estate described therein. As of the date of the Agreement, the Purchaser paid \$40,000 as earnest money to be applied on the purchase price and the Purchaser agreed to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing by payment of \$360,000 in certified funds. The time of closing shall be 30 days from the date of the notice of Purchaser's exercise of its option or on the date, if any, to which such time is extended by reason of the terms of the Conditions and Stipulations, attached to and incorporated in, the Agreement. The \$40,000 option shall be treated as earnest money at the closing. Seller was not obligated to hold the \$40,000 and may deposit such funds as Seller deems appropriate.
6. Seller has the right of exclusive occupancy of the premises for a term of 5 years from the date of closing. Purchaser allows Seller to remove any and all plants, shrubs, trees, or other vegetation from the premises during the 5-year post-closing occupancy. During such term of occupancy, Sellers agree to (i) maintain the improvements on the premises in good repair; (ii) have no right to assign their right or sublet the premises; (iii) move immediately upon the termination of the 5-year term. If Seller fails to move after the 5-year post-closing occupancy term, Seller shall pay the sum of \$100.00 per day to Purchaser for each day Seller remains in possession of the premises, plus attorneys' fees and court costs incurred by the Purchaser.
7. The term of the option is from June 9, 2004 to be exercised by June 1, 2009.
8. The security deposit under the Agreement is currently \$40,000.
9. Pursuant to the terms of the Agreement, Seller hereby consents to the assignment of the Agreement to Assignee or its designee.
10. Neither Seller nor, to Seller's knowledge, Purchaser has received any notice of any present violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Property or the building located at the Property.
11. Seller has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws and has not made an assignment for the benefit of creditors.

The addressee and its successors and assigns shall be entitled to rely on the foregoing in connection with the consummation of the transactions contemplated by the Purchase Agreement.

Executed this 26th day of Jan, 2007. 2008

SELLER:

Keith Charles Hosbach
Keith Charles Hosbach

Wendy Ellen Hosbach
Wendy Ellen Hosbach

[The remainder of this page is intentionally left blank; Exhibit A to follow.]

TO FOLLOW ALSO IS EXHIBIT 1
WHICH IS PURCHASE OPTION AGREEMENT

EXHIBIT A

[Attach Agreement]

Exhibit A - 1

Deposits 6107

Lisbon

COPY

Real Estate Sales Contract

1. PRAIRIE MATERIAL SALES INC., an Illinois Corporation, (Purchaser) agrees to purchase at a price of \$400,000.00 on the terms set forth herein, the following described real estate in Kendall County, Illinois:

That part of the Southeast quarter of Section 33, Township 35 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Southeast quarter; thence East along the South line of said Southeast quarter 60 rods; thence North 18 2/3 rods; thence West parallel with the South line of said Southeast quarter; 60 rods to the West line of said Southeast quarter; thence South along said West line 18 2/3 rods to the point of beginning in the Township of Lisbon, Kendall County, Illinois.

commonly known as 9391 Sherrill Road, Morris, Illinois 62450 and with approximate lot dimensions of 60 rods x 18 2/3rds rods, together with the following property presently located thereon: All fixtures permanently attached to the buildings upon the premises in question.

2. KEITH CHARLES HOSBACH and WENDY ELLEN HOSBACH, husband and wife (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable stamped warranty deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of records (b) private, public and utility easements and roads and highways, if any, (c) special taxes or assessments for improvements not yet completed and (d) general taxes for the year in which Purchaser exercises its option to purchase the premises in question.

3. Purchaser has paid \$40,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus operations, at the time of closing as follows:

(a) The payment of \$360,000.00 in certified funds.

4. Purchaser, at its own expense, shall be responsible for any ALTA survey it chooses to have made of the premises. Seller shall not be responsible for any cost associated with a survey of the premises.

5. The time of closing shall be on a date thirty (30) days from the notice of Purchaser's exercise of its option or on the date, if any, to which such time is extended by reason of paragraph 10 of the Conditions and Stipulations hereafter become operative (whichever date is later, unless subsequently mutually agreed otherwise, at the office of the Title Company or provided title is shown to be good or is accepted by Purchaser.

6. The parties agree that there is no real estate broker's commission due.

7. The \$40,000 option shall be treated as earnest money at the closing. However, Seller shall not be obligated to hold this \$40,000 and may deposit the \$40,000 as Seller deems appropriate.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. Post Closing Possession - Sellers shall have the right of exclusive occupancy of the premises in question for a term of five years from the date of closing. Purchaser shall allow Seller

to remove any and all plants, shrubs, trees, or other vegetation from the premises during the five (5) year occupancy after closing. During that five year term, Sellers shall: A) Maintain the improvements upon the premises in good repair, ordinary wear and tear excluded; B) have no right to assign this right or sublet the premises; C) move immediately upon the termination of the term and upon their failure to do so, pay the sum of \$100.00 per day for each day they remain in possession plus attorneys fees and court costs incurred by Purchaser in forcible entry and detainer proceedings required.

10) This Contract is attached as Exhibit A to an Option to Purchase granted by Seller to Purchaser on the 24 day of June, 2004 to be exercised by June 1, 2009 and is of no legal force and effect unless that Option to Purchase is exercised by Purchaser during the term of said option.

This contract is subject to the Conditions and Stipulations attached hereto, which Conditions and Stipulations are made a part of this contract.

Dated 6-9-04

Purchaser
PRAIRIE MATERIAL SALES INC.,
Illinois Corporation

By: [Signature]

(Address) 7600 W. 79th ST.

(Address) Midwestview Dr 6065

Seller

[Signature]
Keith Charles Hoshbach

(Address) 3391 E MORRIS RD. MORRIS

[Signature]
Wendy Ellen Hoshbach

(Address) [Signature]

Confidential Property of Prairie Material Sales, Inc. 15:54
wa@sonnenschein.com 24-A

CONDITIONS AND STIPULATIONS

1. Purchaser has ordered title and will provide Seller with a copy of the title commitment for an owner's title insurance policy issued by the The Talon Group in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy; (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller shall also furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event the time of closing shall be 95 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for the insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30 day period, to take title as if there is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted as of the time of closing. The amount of the current general taxes, if then ascertainable shall be adjusted on the basis of tenancy.

(a) 105% of the most recent ascertainable taxes;

All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Seller).

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with The Talon Group, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by The Talon Group, with such special provisions inserted in the escrow agreement

as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.

6. Time is of the essence of this contract.

7. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

8. Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

9. Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act do not apply to the transfer contemplated by this contract.

Confidential - Private
Property of Proaire
Material Sales
15.54
la@sonnenschein.com24.A

OPTION TO PURCHASE

COPY

Keith Charles Hosbach and Wendy Ellen Hosbach, his wife, hereinafter referred to as Optionors, for an in consideration of the sum of \$40,000.00, receipt of which is hereby acknowledged, does hereby grant to Prairie Material Sales, Inc., an Illinois corporation, hereinafter referred to as Optionee, the exclusive right to purchase the following described premises, to wit:

That part of the Southeast quarter of Section 33, Township 35 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Southeast quarter; thence East along the South line of said Southeast quarter 60 rods; thence North 18 2/3 rods; thence West parallel with the South line of said Southeast quarter; 60 rods to the West line of said Southeast quarter; thence South along said West line 18 2/3 rods to the point of beginning, in the Township of Lisbon, Kendall County, Illinois.

PIN No. 08-33-400-002

Commonly known as 9391 Sherrill Road, Morris, IL 60450

for the sum of \$400,000.00 on or before June 1, 2009.

I. At the request of Optionee, the Optionors, during the term of this Option, shall:

a) Permit Optionee or any person, firm or corporation of its designation to go into and upon the premises for the purpose of conducting soil tests, boring tests, environmental tests and engineering studies. Optionee shall indemnify and hold Optionors harmless from and against any all damages to person, injuries, claims, damage to property, or other causes of action resulting from or related to any and all testing or inspections performed by Optionee, or its agents, representatives, or employees.

b) Execute petitions required by any governmental authority for the approval of the prospective development of the real estate for the extraction of minerals including, but not limited to: zoning, permitting, extension of utility services, easements. Notwithstanding anything contained in this paragraph to the contrary, Optionors shall bear no cost related to any petitions submitted to any governmental authority, including the engineering consultant fees which may be assessed by Kendall County, and Optionee shall indemnify and hold Optionors harmless from and against any claim for said costs, including paying for any necessary defense plus attorneys' fees. Further, Optionors shall not be obligated to appear in person before any governmental body for a hearing related to the proposed zoning amendment, or any other request by Optionee to gain permission of its intended use.

c) If Optionee fails to exercise its option to purchase, the option money will be the sole property of the Optionors.

d) If Optionee exercises the option to purchase, Optionors shall apply 100% of the total consideration paid for the Option to the cash down payment required under the terms of the purchase by the contract of sale attached hereto as Exhibit A.

e) Optionee shall give Optionors written notice of its intent to exercise this option during the option period. When and if this option is exercised, Optionors as seller and Optionee as purchaser shall perform the contract of sale attached hereto as Exhibit A. Optionee agrees to give Optionors notice of its intent to exercise this option within 30 days of receipt of all necessary governmental approvals and permits necessary to conduct the mining operation intended for the premises.

II. During the term of this Option, the Optionors shall:

a) Maintain the premises and improvements thereon in good condition, reasonable wear and tear excluded.

b) Keep sufficient fire, casualty and liability insurance upon the premises and the improvements thereon.

c) Pay all mortgage payments, taxes and insurance premium as they become due.

III. Only the memorandum of this Option Agreement attached hereto as Exhibit B shall be recorded.

Dated this 9th day of June, 2004 at Joliet, Illinois.

Keith Charles Hosbach
Keith Charles Hosbach, Optionor

Wendy Ellen Hosbach
Wendy Ellen Hosbach, Optionor

IN WITNESS WHEREOF, said Optionee has caused its corporate seal to be hereto affixed, and has caused its name to be signed to the presents by its' President, and attested by its' Secretary, this 9th day of June, 2004.

(Seal)

WITNESS
Attest:

[Signature]
Secretary

Prairie Material Sales, Inc., Optionee

By:

[Signature]

President TREASURER

CONSENT AND ESTOPPEL CERTIFICATE
(Yard No.6107)

To: Votorantim Cimentos North America, Inc.
c/o St. Mary's Cement, Inc.
55 Industrial Street
Toronto, Ontario M4G 3W9
Attention: Jolanta Malicki
General Counsel

Re: Name of Agreement: Mining Agreement (Weitendorf) (the "Agreement")
Date of Agreement: March 25, 2004
Lessee: Prairie Material Sales, Inc., an Illinois Corporation (the
"Lessee")
Lessor: Weitendorf Enterprises, Inc., assignee of Harris N.A., as
Trustee under Trust Agreement dated September 29, 1989
(known as Trust No. 1291 et al) ("the Lessor")
Common Address
of Property: Real Property located generally in the northwest quadrant
of Illinois Route 47 and Sherrill Road ("the Property")

Ladies and Gentlemen:

The Undersigned acknowledges that the Tenant has entered into an Asset Purchase Agreement (the "Purchase Agreement") with Votorantim Cimentos North America, Inc., (the "assignee") pursuant to which the Assignee or its designee will purchase substantially all of the assets of Tenant and, in connection therewith, the Agreement will be assigned to the Assignee (or its designee). Further, Assignee requires this Estoppel Certificate prior to the consummation of the transactions contemplated by the Purchase Agreement. Accordingly, the undersigned hereby certifies and confirms to Assignee and covenants, acknowledges and agrees as follows:

1. Attached hereto as Exhibit "A" is a true, correct and complete copy of the Agreement (together with any and all amendments, modifications and extensions thereto). The Agreement is in full force and effect. The Agreement constitutes the entire rental agreement between Lessor and Lessee with respect to the Property and has not been amended, modified, supplemented or superseded except as set forth in Exhibit "A".
2. No default or breach exists on the part of Lessor or Lessee under the Agreement, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would constitute such a breach or default or permit termination, modification or acceleration under the Agreement.

3. Lessor has not repudiated any provision of the Agreement.
4. To Lessor's knowledge, there are no disputes, oral agreements or forbearance programs in effect as to the Agreement.
5. Lessee is required to make monthly royalty payments of not less than \$0.30 per ton [8% of gross sales price] for aggregate sold from the Property with a minimum payment of \$7,500 per month. ~~Lessee paid an advance royalty payment of \$15,000 upon commencement of the Agreement.~~ A \$12,500 advance royalty payment is due each ~~calendar quarter~~ ^{MONTH}. Upon commencement of the Business (as defined in the Agreement), Lessee shall pay to Lessor a Minimum Royalty in the amount of \$7,500 per month. All royalty payments due from Lessee through December 2007 have been paid. See Exhibit "A" for details. \$4,666
6. The Term of the Agreement expires 40 years from the Closing Date as defined in the Agreement.
7. Pursuant to the terms of the Agreement, Lessor hereby consents to the assignment of the Agreement to Assignee or its designee.
8. Neither Lessor nor, to Lessor's knowledge, Lessee has received any notice of any present violation of any federal, state, county, or municipal laws, regulations, ordinances, orders, orders or directives relating to the use or condition of the Property or the building located on the Property.
9. Lessor has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws and has not made an assignment for the benefit of creditors.

The addressee and its successors and assigns shall be entitled to rely on the foregoing in connection with the consummation of the transactions contemplated by the Purchase Agreement.

Executed this 11 day of January, 2008.

LESSOR:

Weitendorf Enterprises, Inc.

By:

Name:

Its:

[Signature]

John H. Weitendorf Jr.

President

EXHIBIT A
[Attach Agreement]

MINING LEASE
(Weitendorf)

On this 25th day of MARCH, 200~~3~~⁴, NLSB, AS TRUSTEE Under Trust Agreement Dated September 29, 1989, and Known As Trust No. 1291, of 66 North Chicago, Illinois Street, Joliet, Illinois 60432, hereinafter referred to as "Lessor" and **PRAIRIE MATERIAL SALES, INC.**, an Illinois corporation, with principal offices located at 7601 West 79th Street, Bridgeview, Illinois 60455, hereinafter referred to as "Lessee" have entered into this Mining Lease, hereinafter referred to as the, "Lease" for the purpose of allowing Lessee to conduct "Aggregate Operations" on the Premises, and the Parties agree as follows:

WHEREAS; Lessor is the fee simple title holder, including all mineral rights thereto, of the property legally described at **Exhibit "A"** hereinafter referred to as the Premises, with unrestricted rights to lease said Premises, subject only to current taxes and zoning laws of the County of Kendall, and

WHEREAS; Lessee is in the business of Aggregate Operations, as defined herein, and desires to Lease the Premises from Lessor and Lessor desires to Lease the Premises to Lessee for the purpose of conducting Aggregate Operations on the Premises. Aggregate Operations shall be defined as the extraction and/or importation and/or processing of extracted and/or imported Aggregates and/or sales of raw and/or processed Aggregates on and from the Premises and the construction, maintenance, repair and replacement of facilities using Aggregates and all uses appurtenant thereto. Aggregates shall be defined as minerals and materials mined, severed and removed from the earth including sand, gravel, overburden, limestone and other similar minerals and materials, and

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and Ten Dollars other good and valuable consideration receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. **Lease Term.** The Lease Term shall be for a period of Forty (40) years or until Lessee, in Lessee's sole unfettered discretion determines that there are no longer Aggregates of sufficient quality and quantity to make it commercially reasonable and economically feasible to continue Aggregate Operations on the Premises. Said Lease Term shall commence on the Closing Date and unless otherwise terminated prior thereto will terminate at 12:01 A.M. on the Fortieth (40th) anniversary date of the Closing Date. In the event that at the end of the Lease Term there remains on the Premises, Aggregates of sufficient quality and quantity to make it commercially reasonable and economically feasible to continue Aggregate Operations on the Premises, Lessee, may renew this Lease for additional Ten (10) year terms so long as there remains on the Premises, Aggregates of sufficient quality and quantity to make it commercially reasonable and economically feasible to continue Aggregate Operations. Commercial reasonability and economic feasibility shall be determined by Lessee in its sole unfettered discretion. At the end of the Lease Term or extension thereof, Lessee shall have a period of three (3) months thereafter to remove its machinery, plant, and equipment.

2. **Execution and Closing Dates.** The Execution Date is the date on which the

Lessor signs this Lease. The Closing Date shall be the date on which Lessee waives all due diligence contingencies set forth in this Agreement and pays to Lessor all amounts agreed to be paid on said date as set forth herein and shall be the date on which Lessee shall have the right to take possession of the Premises. Such Closing Date shall occur within 30 days of the completion of the last item of due diligence or the date on which the last ordinance is passed by the proper governmental authority granting the necessary zoning to Lessee for the Premises or a permit is issued by the governmental authority having jurisdiction which will allow Lessee to conduct its Business on the Premises, whichever occurs last.

3. **Due Diligence.**

(a.) **Tests and Inspections.** Lessee, during the Governmental Approval Period following the Execution Date of this Lease may obtain, at Lessee's expense, an environmental study, soil tests, soil borings, percolation, drainage and other feasibility tests and topographic, geologic and engineering studies showing that the physical aspects and condition of the property, including but not limited to the quantity and quality of any Aggregates on the Property, are acceptable to Lessee and, in Lessee's sole unfettered discretion, suitable for Lessee's intended use of the Premises. In the event the results of such testing reveal any conditions which are unacceptable for Lessee's intended use, at Lessee's sole unfettered discretion, Lessee shall have the right to terminate this Lease, whereupon this Lease shall be null and void and of no further force for effect.

Lessor shall permit representatives, agents, employees, lenders, contractors, appraisers, architects, geologists and engineers designated by Lessee reasonable access to and entry upon, the Premises, to examine, inspect, measure and test the Premises for such purposes set forth in this paragraph. Before any such tests and inspections are performed by Lessee, Lessee shall provide Lessor with notice thereof so as to permit Lessor to cause a consultant selected by Lessor, at Lessor's expense, to be present at the Premises when such tests and inspections are performed.

(b.) **Government Approvals.** Lessor shall obtain all necessary and proper zoning, variances and/or other land use authorizations required by local authorities having jurisdiction of the Premises and which are appropriate or necessary for Lessee's intended use of the Premises. Lessee shall obtain all necessary and proper governmental authorizations required by State and Federal Authorities having jurisdiction of the Premises and which are appropriate or necessary for Lessee's Aggregate Operations including but not limited to blasting, water discharge and air emission permits. The Approvals shall include, without limitation, the appropriate governmental and other approvals necessary to permit Lessee to conduct Aggregate Operations on the Premises.

Lessor, in consultation with Lessee, shall undertake negotiations, discussions, and any proceedings with any public or private utilities or governmental authorities in connection with annexation or zoning of the Property. Lessee shall provide such reasonable cooperation as Lessor may request to effectuate such annexation or zoning, including, without limitation, the execution of any petitions, applications, annexation agreements, service agreements, or other documents reasonably necessary. The Lessee shall pay for and indemnify Seller and the property from any cost, expense, or other charge arising from or associated with such proposed zoning, development agreements, annexation agreements, recapture ordinances, utility agreements, or other governmental approvals. Lessee agrees to cooperate with Lessor in its efforts to obtain the Governmental Approvals and to execute any applications and lessor shall conform its efforts to

the needs and business purposes of Lessee's Aggregate Operations. If after making all reasonable efforts Lessor is unable to obtain the Governmental Approvals, Lessee shall have the right to terminate this Lease, whereupon this Lease shall be null and void and of no further force and effect.

The time period during which the Governmental Approvals are in process is hereby referred to as the Governmental Approval Period.

4. **Royalty.** As and for rent for the Premises, Lessee shall pay Lessor a Royalty for all Aggregates. It is the agreement of the Parties to have Royalty and payment thereof conform to a calendar year, therefore the initial Royalties will be prorated to the nearest calendar month or quarter as may be applicable.

A. **Amount.** The Royalty shall be equal to eight (8%) percent of the Gross Selling Price of each ton of Aggregates. The above notwithstanding, the Royalty shall be not less than Thirty (30) Cents per ton, irrespective of the Gross Selling Price of any ton of Aggregate sold. Royalty shall accrue during the calendar month and shall be due and payable as of the last day of said month. All royalty payments shall be paid monthly and such payment shall be made within thirty (30) days after the last day of the month in which the Royalty has accrued or by the last day of the following month, whichever is later. A payment post marked before the expiration of said period shall be considered and determined to be paid in a timely manner. Such payment shall be sent to Lessor's address for notice purposes as set forth herein or such other address as Lessor may determine and notify Lessee in writing.

B. **Records.** Lessee shall keep accurate and complete books of account of the shipping, and sale of said Aggregates. Upon request by Lessor, Lessee shall permit Lessor or its agent, to inspect and copy the records and books of account of Lessee pertaining and the Aggregate Operations conducted on the Premises only and no other, all upon reasonable notice to Lessee during normal business hours. Lessor shall not have the right to inspect any of Lessee's records and books of account for any other of Lessee's business.

C. **"Gross Sale Price".** as used in this Lease means the price at which the Aggregates are sold by Lessee to its customers in bona fide arms length transactions, F.O.B. plant site, or by internal company transfer or traded in a barter transaction.

D. **Late Charge.** Payment of Royalty to Lessor shall not be contingent upon Lessee's receipt or collection of payment from customers by Lessee. In the event that said Royalty is not paid within the period prescribed herein, a late fee of one percent (1%) of the payment then due shall be paid for each month during which said payment remains outstanding. In no event shall any late charge exceed an amount determined in strict accordance with any state or federal statute applicable thereto.

E. **Accounting.** With each Royalty payment, Lessee shall provide to Lessor an accounting in the form of computer printout which shows the total tonnage and the Gross Selling Price of all Aggregates itemized by product and the average Gross Selling Price of each product for that month and the total tons of all Aggregates. On or before March 1 of each calendar year, Lessee shall certify to Lessor, the number of tons and the Gross Selling Price by product of all Aggregates during the preceding calendar year. In the event that such certification shows that an error was made in the payment of Royalty during the preceding calendar year, Lessee shall pay to Lessor any short fall or Lessor shall pay Lessee any over payment, within thirty (30) days after receipt by Lessor of said certification.

5. **Advance Royalty.** After the Execution Date and prior to Commencement of Business, Lessee shall pay to Lessor, as and for Advance Royalty, the sum of Fifty Thousand Dollars (\$50,000.00) per calendar year payable monthly commencing the first day of the month following the Execution Date.

6. **Minimum Royalty.** Upon commencement of Business, Lessee shall pay as a Minimum Royalty the sum of Ninety Thousand Dollars (\$90,000.00) per calendar year payable equal monthly installments. For the calendar month in which Commencement of Business occurs, Lessee shall pay to Lessor a prorated share of such Minimum Royalty computed on the number of days remaining in the calendar month in which Commencement of Business occurs. Said payment shall be made on the first day of the second calendar month following Commencement of Business. By way of example, in the event that the Commencement of Business is February 15, 2003, the first payment of Minimum Royalty shall be due on or before March 31, 2003, and said payment shall be for the preceding calendar month. It is the agreement and intent of the parties that said payments shall be made at the end of each month. Beginning January 1, of the tenth (10th) calendar year after Commencement of Business, any and all Royalty coming due and payable in excess of the monthly amount of the Minimum Royalty, shall be first debited against the Advance Royalty paid from and after Closing Date and prior to Commencement of Business and continuing thereafter until the entire amount of Advance Royalty is recouped and the credit represented by such Advance Royalty payment is reduced to zero.

Minimum Royalty payments shall terminate on the last day of the Lease Term or at such time as the Aggregate is depleted or becomes not commercially reasonable to be mined, whichever is first to occur. At the end of the Lease Term, Minimum Royalty shall not exceed the Royalty due as set forth in Paragraph 4.

In the event that the Royalty to be paid pursuant to this Lease is equal to or exceeds the amount of Minimum Royalty then due, the amount of Royalty due to Lessor shall be the Royalty and not the Minimum Royalty. Further, In the event that the Minimum Royalty to be paid pursuant to this Lease is equal to or exceeds the amount of Royalty then due the amount of Royalty due to Lessor shall be the Minimum Royalty.

7. intentionally left blank

8. **Subordination.** This Lease shall be subject and subordinate to the lien of any mortgage or mortgages or trust deed or trust deeds which at any time may be placed upon the fee title to the Premises. At any time and from time to time, Lessee agrees, upon request in writing from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which monthly base rent and other charges have been paid, and any other factual data relating to this Lease or to the premises which Lessor may request.

9. **Aggregate Operations.** Lessee shall have the right to enter upon the Premises and conduct Aggregate Operations thereon.

A. **Mining.** Lessee shall conduct its Aggregate Operations in a good and

economical manner so as to mine the greatest amount of Aggregates giving due regard to the development and preservation of the Premises as a workable mining facility. So far as is practical and economical Lessee shall maintain a reasonable, symmetrical, and contiguous operation so that the farmland remaining outside Lessee's Aggregate Operations will not be impaired more than is necessary. Once commenced, if Lessee ceases its Business on the Premises and fails to pay the Royalty for more than one year, Lessor shall have the right to terminate this Agreement and may re-enter the Premises as provided herein. The above provision to the contrary notwithstanding, in the event that it is no longer commercially reasonable to conduct such Aggregate Operations, Lessee shall be entitled to cease Aggregate Operations. Lessee shall have no interest in any material or minerals other than the Aggregate as defined.

B. Internal Roads. Lessee shall have the right to provide suitable roads for ingress, egress and internal circulation on the Premises as Lessee shall deem necessary and useful in connection with its Aggregate Operations. Such internal roads shall be located on that portion of the Premises being used for Aggregate Operations and shall not cross any part of the Premises which has not been previously used or marked for Aggregate Operations as described herein.

C. Labor and Equipment. Lessee shall furnish all labor, equipment, and tools for its Aggregate Operations and shall be solely responsible for the management thereof and shall have complete control thereof and shall be solely responsible for any loss or damage that may be occasioned by said Aggregate Operations, including, but not limited to, any blasting and any operation of any machine or equipment in or about the Premises.

D. Improvements. Lessee will not be required to pay Royalty on any Aggregates used to build and maintain that portion of any roads and operations areas contained within the Premises. Lessor shall also allow Lessee to move machinery in and out of the Premises, and further allow Lessee to place footings and/or erect buildings for scales, machinery and equipment or for other uses where it is required in Lessee's Aggregate Operations. Said improvements shall be located only on those areas previously used or marked for Aggregate Operations as provided herein.

E. Concrete Plant. Lessee may, in its sole unfettered discretion, operate one or more ready mix concrete plants on the Premises and may construct, maintain, repair and replace such plant including all appurtenances and appurtenant uses thereto.

10. Farming by Lessor. Lessor reserves the right to farm, at his own risk, any part of the Premises not needed in Lessee's Aggregate Operations, providing the Lessor's farming activities shall not interfere with Lessee's Aggregate Operations. Lessee shall, on or before November 1st of each calendar year, stake out the estimated acres to be mined during the next calendar year. In the event that cropland is taken, used, and/or mined outside of said staked-out area, Lessee shall pay Lessor as crop damage, as liquidated damages an amount equal to the number of acres destroyed or damaged multiplied by the average number of bushels per acre harvested from the Premises multiplied by the average selling price at the elevator used by Lessor on the first market day of December of said year for the year damage occurs.

11. Equipment, Personal Property. All improvements, including roads, and equipment placed upon the Premises by Lessee, shall belong to Lessee and shall be removed prior to the termination of this Lease or any extension thereof. Lessor hereby consents to the installation of the Equipment and waives and disclaims all right to levy, distrain, take possession

of, rent or sell the Equipment for unpaid Royalties. The Equipment shall at all times remain personal property of the Lessee and shall not become an accession to or fixture on the Premises even though it may become attached to or incorporated into the Premises. To the extent Lessee's Equipment lenders may require an independent document affirming the above, Lessor shall cooperate in providing same. In the event same are not removed within such time, at Lessor's option after thirty (30) days written notice, Lessor may, remove said improvement at Lessee's expense. After the removal of the improvements, including all footings and other foundations installed by Lessee, the portion of the Premises upon which the improvements were located shall be restored (at Lessee's expense) as nearly as possible to the condition existing at the beginning of this Lease, except for that portion of the Premises actually mined. All of said restoration shall be completed prior to the termination of this Lease or upon such additional time as Lessor may allow Lessee.

12. **Liens.** Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, nor shall the interest or estate of Lessor in the Premises in any way be subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the Premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessor in and to the Premises. Lessee shall not permit the Premises to become subject to any mechanics', laborers' or materialman's lien on account of labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of Lessee; provided, however, that Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if however, that on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

13. **Eminent Domain.** It is mutually agreed that if Lessor sells any part of the above-described premises for highways or road purposes to governmental or other agency authorized to exercise eminent domain (or if taken by eminent domain), each party shall be entitled to the value of their respective interests in and to the Premises.

14. **Insolvency.** If Lessee shall, at any time while this Lease is in effect, becomes insolvent, or if proceedings in bankruptcy shall be instituted by or against Lessee, or if Lessee shall compound its debts or sign over its estate or effects for payment thereof, if any execution or attachment shall issue against Lessee, or any of its effects whatsoever, whereupon the premises shall be taken or attempted to be taken, or if a receiver or trustee shall be appointed of Lessee's property or if this Lease shall, by operation of law, devolve upon or pass to any person or persons other than Lessee, then, and in each of said cases, it shall and may be lawful for Lessor, at his election, to terminate this Lease and to enter upon the Premises and to have, hold, possess, and enjoy the same discharged from any rights of the Lessee or those claiming under him. Lessor shall also have a first lien on Lessee's interest hereunder in all mined and severed materials now and hereafter located and/or stockpiled on said Premises to secure the payment of all monies or Royalty due to Lessor, including those due Lessor to pay the costs incurred by Lessor. Said lien may be foreclosed in equity.

15. **Reclamation.** The provisions of the Surface-Mined Land, Conservation and Reclamation Act of the State of Illinois, 225 ILCS 715/3 (2000 State Bar Edition), shall be followed to the extent applicable, notwithstanding whether said provisions require the issuance of a permit from the Department of Mines and Minerals. The requirements of that Act which must be met by an operator shall become requirements under the terms of this Agreement. The above notwithstanding, Lessee shall have not less than two (2) years after the winding up of all Aggregate Operations to conduct reclamation.

Sufficient Top Dirt shall be used for recovering areas upon completion of mining to a minimum depth of six (6) inches, provided there is sufficient quantity on the Premises. Lessee shall not be obligated to haul Top Dirt from third party sources. Lessee shall store Top Dirt at multiple locations on the Premises, said locations being reasonable according to the reclamation requirements. Once Top Dirt is placed in storage, Lessee shall not be obligated to move such stored Top Dirt again until such time as reclamation is commenced. Top Dirt shall be defined as the dirt contained within the first/top 6 inches of the Premises as it is presently configured. Lessor reserves the right to enter areas of the quarry where mining has been completed and the Department of Mines and Minerals has released, in order to plant trees and commence other reclamation procedures.

16. **Sale of Clay and Black Dirt.** Any other terms contained herein notwithstanding, Lessor may sell excess clay and black dirt from the Premises. In such event Lessee shall have the right to designate the location from which the clay and black dirt shall be removed. The term "excess clay and black dirt" shall be deemed to mean any and all clay and black dirt located on the Premises over an above that quantity required, necessary or used for reclamation purposes, construction of berms or roads on the Premises or for landscaping, all determined at the sole unfettered discretion of Lessee. Black Dirt shall be defined as the soil/dirt contained within the first/top 12 inches of the Premises as it is presently configured. All other terms of sales shall be by separate agreement at the time of sale.

17. **Real Estate Taxes.** Lessee shall pay when due all such general real estate taxes as are allocable to the term hereof and attributable to the Aggregate Operations of Lessee. The Lessee may pay any such imposition under protest, and if it shall elect to procure a refund of all or any part of such imposition so paid, may, at its own expense, take such action as it deems appropriate and any such action may be taken, filed, instituted, and prosecuted in the name of the Lessee, but not in the Lessor's name without its consent in writing, which consent will not be unreasonably withheld. In the event that the Lessee, as a result of any such action, shall recover any sums in the name of the Lessor, such sums shall belong to the Lessee. The Lessee shall not be required to pay, discharge, or remove any such imposition so long as it shall proceed to contest the validity or amount thereof by appropriate legal proceedings that shall operate to prevent the collection of the imposition so contested. The Lessee shall be entitled to any refund of any such imposition and penalties or interest thereon which have been paid by the Lessee or which have been paid by the Lessor and for which the Lessor has been fully reimbursed.

18. **Indemnity.** Lessee shall defend, indemnify, and hold harmless Lessor from all losses, damages, and expenses resulting from any and all claims, demands, or rights of action that may be asserted at any time against Lessor for damage to property or injury to or death of

any person which occurs during the term of this Agreement and which is caused by the negligence or willful and wanton acts of Lessee in its operations on the Premises. In the event that the Lessor is made a party to any litigation brought by a third party against the Premises or Lessor as a result of any act or omission by Lessee, the Lessee shall hold the Lessor harmless and indemnified in regard to any and all claims, losses, damages, attorney's fees, cost and expenses in regard to such litigation. In the event of any litigation by and between the parties hereto, the parties hereby consent to the jurisdiction and venue of such litigation being with the Circuit Court of the 16 Judicial Circuit, Kendall County, Illinois. In the event of any litigation by and between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

19. **Remedies.** Time is of the essence of this agreement. This Lease is made upon the express condition that, if default be made in the payment of the Royalty above reserved or any part thereof, or if the Lessee fails or substantially neglects to perform, meet, or observe any of the Lessee's obligations hereunder, Lessor, or the legal representative of Lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended and re-enter into said Premises. Provided, nevertheless, that Lessee shall have thirty (30) days after receipt of written notice from Lessor or Lessor's legal representative of said fault or neglect in which to correct said fault or neglect. All Royalty becomes the absolute property of the and shall be held in trust until the same are paid, and in the event of default by Lessee of any of the payments due to Lessor, then at Lessor's option, expressed in writing, sent to Lessee by registered mail, this Lease may be canceled by Lessor as of the date which is thirty (30) days after the date of the postmark of the registered mail receipt, being the intention hereunder that in any letter of cancellation, Lessee shall be given thirty (30) days by Lessor to make payment of past due monies at the regular place hereinbefore designated for payment.

20. **Permitted Use.** Lessee shall have the right through its agents, employees, contractors or sub-contractors to occupy or use said Premises or portion or portions thereof for its Aggregate Operations.

21. **Binding.** Each and every provision of this Lease shall bind and shall inure to the benefit of the parties hereto and their legal representatives. The term "legal representatives" is used in this lease in its broadest possible meaning and includes, in addition to executors and administrators, every person, partnership, corporation, or association succeeding to the interest or to any part of the interest in or to this Lease or in or to the leased Premises, of either Lessor or Lessee herein, whether such succession results from the act of a party in interest, occurs by operation of the law, or is the effect of the operation of law together with the act of such party. Each and every agreement and condition of this Lease by each party to this Lease to be performed shall be binding on all assignees, subtenants, concessionaires, and/or licensees of that party.

22. **Insurance.** Lessee covenants and agrees that it will at all times during the term hereof, at its sole cost and expense, carry and maintain for the mutual benefit of Lessor and of Lessee, comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises, under policies in form and companies reasonably satisfactory to the Lessor and authorized to do business in the State of Illinois. Such

insurance to afford protection to the limit of not less than \$2,000,000 in respect to injury to or death of a single person, and to the limit of not less than \$2,000,000 in respect to any one accident, and to the limit of not less than \$1,000,000 in respect to property damage. Lessee shall furnish Lessor with a duplicate certificate or certificates of insurance policies stating therein the number of each such policy, the name of the insurer, the amount of insurance under each such policy and the date of expiration of each such policy, and shall from time to time, whenever required, satisfy Lessor that such policy or policies is or are in full force and effect.

All public liability, and other casualty policies shall be written as primary policies; they shall not be contributing with, or in excess of, other coverage that the Lessee may carry. Each of the policies shall provide that the Lessor is named as an additional insured thereunder as its interest may appear. Notwithstanding anything to the contrary contained in this paragraph, Lessee's obligations to carry the insurance provided herein may be brought within the coverage of a so called "blanket policy" or policies of the insurance carrier maintained by the Lessee. However, the Lessor must be named as an additional insured thereunder as its interest may appear; the coverage afforded Lessor must not be reduced or diminished by the blanket policy of insurance, with endorsement to that effect provided to Lessor; and the requirements set forth in this Paragraph must be otherwise satisfied.

23. **Severability.** The invalidity or un-enforceability of any provision of this Agreement shall not affect or impair any other provision hereof. This Agreement shall be governed, interpreted, and construed under the laws of the State of Illinois.

24. **Relationship of Parties.** This Agreement is not intended to be and shall not create or be construed as creating a partnership or joint venture relationship between the parties. It is intended that the sole relationship between the parties be that of Lessor and Lessee only. Lessee shall indemnify, and hold Lessor harmless from any and all such claim, and the cost of defense of such claim, where such claim arises from the written or oral statements of Lessee or its agents, Lessor shall indemnify and hold Lessee harmless from any and all such claim, and the cost of defense of such claim, where such claim arises from the written or oral statements of Lessor or their agents.

25. **Assignment.** Lessor shall have the right to assign this Agreement and their respective interests, rights and liabilities under this Agreement to a subsequent purchaser of the Premises or portion thereof, their successors and/or assigns. Lessee shall have the right to assign this Agreement and its interest, rights and obligations under this Agreement to an affiliated entity or person of Lessee or subsequent purchaser of Lessee. In event that this Agreement is to be assigned pursuant to a sale by Lessee and such sale is of this Agreement alone or part of a larger sale which is not a sale of all of the assets of Lessee, such assignment shall not be done, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.

26. **Trustee's Exculpation.** In the event that this Agreement is executed by a Trustee, not individually or personally, but solely as Trustee in the exercise of the power and authority conferred upon it as such Trustee, and pursuant to the express written direction of the beneficiary and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the Trustee or any beneficiary of the trust personally to perform any covenant, undertaking, representation or agreement, either express or implied,

contained herein, all such liability of the trustee, and, such beneficiary, being expressly waived by Lessee.

27. **Royalty Payment.** Lessee, when paying Royalties under this Agreement, shall make one payment to Lessor. Lessor shall then distribute said payment if distribution is necessary. Lessee, shall have no liability with respect to such distribution. In the event that there is dispute or non agreement by Lessee on the distribution of such payment, Lessee, at its sole discretion, until otherwise directed in writing by Lessor, may pay Royalties to Lessor on percentage basis. In that event the percentage paid to Lessor shall be a fraction the numerator of which shall be the number of tons of Aggregate commercially reasonable to be mined from the respective property and the denominator of which being the total number of tons of Aggregate commercially reasonable to be mined from both properties. The above notwithstanding, Lessee, at its sole discretion, may pay such Royalties into an account for the benefit of Lessor. Any such payment as outlined in this paragraph shall be a proper payment of Royalties and Lessee shall not be subject to penalty of any kind and Lessor's sole remedy to collect any Royalties held in such an account will be to withdraw them from such account. All accounting controls for the calculation and settlement of account for Royalties paid and due remain in full force and effect. It is the intention of the Parties that Lessee will make test borings of the Property during the Due Diligence Term to determine the amount of Aggregate commercially reasonable to be mined from the respective parcels and that Lessee shall provide Lessor with all information available to Lessee and used by Lessee to calculate said amounts.

28. **General Provisions:**

A. **Waiver:** No waiver of any breach or breaches of any provisions of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision or of any other provision hereof.

B. **Time Of Essence:** Time is of the essence of each and every provision hereof.

C. **Headings:** The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof. Feminine or neuter pronouns used herein shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa in any place or places in which the context may require such substitution or substitutions.

D. **Modification:** This Lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.

E. **Memorandum Of Lease.** Unless otherwise agreed by the parties this Lease shall not be recorded. The Parties shall execute, acknowledge, and deliver, a memorandum of lease suitable for recording.

F. **Applicable Law And Construction.** The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. The headings of the several paragraphs contained herein are for convenience only and do not define, limit, or construe the content of such articles or sections.


G. Severability. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

H. Recitals. The recitals as set forth in this Lease are hereby incorporated as if fully set forth in the body of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

LESSOR:


NLSB
~~FIRST MIDWEST BANK~~ AS TRUSTEE
under Trust No. 1291 dated
9/29/89



Date: 03/25/04

LESSEE:

PRAIRIE MATERIAL SALES, INC.

By 
J. Alan Oremus, President

Date: _____

EXHIBIT "A"
Legal Description

Commonly Known as:
Sherrill Road at Route 47
Lisbon, Illinois

PINS: 08-33-400-005 and 08-33-400-004

PARCEL ONE: 08-33-400-005

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING: A PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST 404.388 METERS (1,326.73 FEET) ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88 DEGREES 11 MINUTES 05 SECONDS WEST 15.096 METERS (49.53 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 104.110 METERS (341.57 FEET); THENCE NORTH 02 DEGREES 08 MINUTES 00 SECONDS EAST 38.341 METERS (125.79 FEET); THENCE NORTH 00 DEGREES 51 MINUTES 24 SECONDS WEST 262.089 METERS (859.87 FEET) TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88 DEGREES 11 MINUTES 52 SECONDS EAST 11.479 METERS (37.66 FEET) ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING, BEING THAT PART CONVEYED TO PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 1998 AS DOCUMENT 9816019, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS

PARCEL TWO: 08-33-400-004

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4, THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4 60 RODS; THENCE NORTH 18 2/3 RODS; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 60 RODS TO THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID WEST LINE 18 2/3 RODS TO THE POINT OF BEGINNING.) IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS,

Trustee's Deed
Individual/Corporate

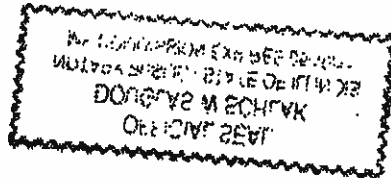
THIS INDENTURE made this 14TH day
of DECEMBER 20 07
between HARRIS N.A., a National Banking
Association, organized and existing under the
laws of the United States of America, and duly
authorized to accept and execute trusts within
the State of Illinois, not personally, but solely
as Trustee under the provisions of a Deed or
Deeds in Trust duly recorded and delivered to
said Bank in pursuance of a certain Trust
Agreement dated 29TH day of
SEPTEMBER 1989, and

known as Trust Number 1291, Grantor and WEITENDORF ENTERPRISES, INC.,
AN ILLINOIS CORPORATION

Grantees address: 66 N. CHICAGO STREET, JOLIET, ILLINOIS 60432, Grantee

WITNESSETH, that said Grantor, in consideration of the sum of TEN AND NO/100THS (\$10.00)
Dollars and other good and valuable considerations in hand paid does hereb
convey and quit-claim unto said Grantee, the following described real estate situated in Kendall County,
Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION



Permanent Index No. 08-33-400-004 & 005

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD THE same unto said party of the second part, and to the proper use, benefit and behoof forever of said party
of the second part.

SUBJECT TO: The liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county given to
secure the payment of money remaining unreleased at the date of the delivery hereof, to all real estate taxes due or to become due and all
conditions, covenants and restrictions on record.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority
granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and
of every other power and authority thereunto enabling.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be
signed to these presents by one of its officers and attested by another of its officers, the day and year first above written.



HARRIS N.A.
as Trustee aforesaid, and not personally

By: [Signature]

Attest: [Signature]

COUNTY OF WILL)
STATE OF ILLINOIS) SS)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that
JOANN GLEASON

of HARRIS N.A. and DANIEL GALLAGHER

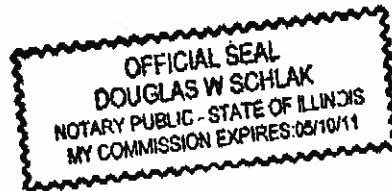
of said bank, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such officers of said bank respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said bank, as Trustee for the uses and purposes, therein set forth and the said JOANN GLEASON of said bank did also then and there acknowledge that he/she as custodian of the corporate seal of said bank did affix the said corporate seal of said bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14TH day of DECEMBER, 20 07

Douglas W Schlak
Notary Seal

This instrument prepared by:

DOUGLAS W. SCHLAK
321 WEST MAPLE STREET
NEW LENOX, IL 60451



Exempt under provisions of Paragraph E
Section 31-45, Property Tax Code.

12/14/07 Douglas W Schlak
Date Buyer, Seller, or Representative

D
E NAME DOUGLAS W. SCHLAK
L
I STREET 321 W. MAPLE STREET
V
E CITY NEW LENOX, IL 60451
R
Y

Route 47 & Sherril Road
Lisbon, Illinois
ADDRESS OF PROPERTY
WEITENDORF ENTERPRISES, INC.
66 N. CHICAGO STREET
JOLIET, IL 60432
TAX MAILING ADDRESS

LEGAL DESCRIPTIONPARCEL 1

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING: A PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST 404.388 METERS (1,326.73 FEET) ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88 DEGREES 11 MINUTES 05 SECONDS WEST 15.096 METERS (49.53 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 104.110 METERS (341.57 FEET); THENCE NORTH 02 DEGREES 08 MINUTES 00 SECONDS EAST 38.341 METERS (125.79 FEET); THENCE NORTH 00 DEGREES 51 MINUTES 24 SECONDS WEST 262.089 METERS (859.87 FEET) TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88 DEGREES 11 MINUTES 52 SECONDS EAST 11.479 METERS (37.66 FEET) ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING, BEING THAT PART CONVEYED TO PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 1998 AS DOCUMENT 9816019, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS

P.I.N.: 08-33-400-005

COMMONLY KNOWN AS: Route 47 & Sherrill Road
Lisbon, IllinoisPARCEL 2

The Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 35 North, Range 7 East of the Third Principal Meridian, (except that part described as follows: beginning at the Southwest corner of said South East 1/4, thence East along the South line of said South East 1/4 60 rods; thence North 18 2/3 rods; thence West parallel with the South line of said South East 1/4, 60 rods to the West line of said South East 1/4; thence South along said West line 18 2/3 rods to the point of beginning,) in the Township of Lisbon, Kendall County, Illinois.

P.I.N.: 08-33-400-004

C/K/A: Route 47 & Sherrill Road
Lisbon, Illinois

AFFIDAVIT

(FILE WITH JEAN P. BRADY, RECORDER OF DEEDS OF KENDALL COUNTY)

STATE OF ILLINOIS)
)SS.
COUNTY OF WILL)

DOCUMENT # _____

DOUGLAS W. SCHLAK

being, duly sworn on oath,

states that he resides at 321 W. MAPLE ST., NEW LENOX, IL. 60451

That the attached deed represents:

NO DIVISION OF PROPERTY

1. A distinct separate parcel on record prior to July 17, 1959.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10, 1971.
3. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
4. The division is of lots or blocks of less than 1 acre in any recorded subdivisions which does not involve any new streets or easements of access.
5. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
6. The conveyance is of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities which does not involve any new streets or easements of access.
7. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
8. The conveyance is of land for highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
9. The conveyance is made to correct description in prior conveyances.
10. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
11. The sale is of a single lot of less than 5 acres from a larger tract evidenced by a survey made by a registered surveyor which single lot is the first sale from said larger tract as determined by the dimensions and configuration thereof on October 1, 1973 and which sale does not violate any local requirements applicable to the subdivision of land.

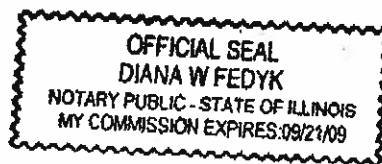
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN TO before me

this 14TH day of DECEMBER, 2007.

Diana W. Fedyk
Notary Public.



**NOTICE OF MERGER OF
NLSB BANK AND HARRIS N.A.**

The undersigned, JoAnn Gleason, does hereby certify that she is a trust officer of HARRIS N.A., a National Banking Association.

Effective February 17, 2006, NLSB, an Illinois Banking Corporation, formerly known as New Lenox State Bank, 110 West Maple Street, New Lenox, Illinois 60451, was merged into HARRIS N.A., a National Banking Association, 111 West Monroe Street, Chicago, Illinois 60606. As a result of said merger the bank resulting therefrom will operate under the name "HARRIS N.A."

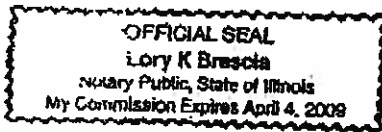
IN WITNESS WHEREOF, I have set my hand, this 27th day of February, 2006.

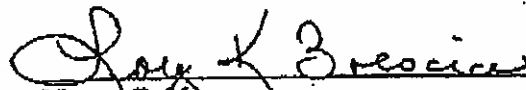

JoAnn Gleason

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

On this 27th day of February, 2006, before me, a Notary Public for the state and county aforesaid personally came JoAnn Gleason, a trust officer of HARRIS N.A., a National Banking Association, and in said capacity acknowledged the foregoing instrument to be the act and deed of said national banking association.

Witness my Official Seal and Signature this day and year aforesaid.




Notary Public

PREPARED BY:
Douglas W. Schlak
Douglas W. Schlak & Associates
321 West Maple Street
New Lenox, IL 60451

RETURN TO:
JoAnn Gleason
Harris N.A.
110 West Maple Street
New Lenox, IL 60451

TRUSTEE'S DEED IN TRUST

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

THIS INDENTURE WITNESSETH, that the Grantor ~~FIRST MIDWEST TRUST COMPANY~~, National Association Joliet, Illinois, as Trustee under the provision of a deed or deeds in trust, duly recorded and delivered to said Trust Company in pursuance to a trust agreement dated the 8th day of November, 201977 and known as Trust No. 2763

200300012556
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
04-16-2003 At 03:02 PM.
TRST D I T 19.00

of the County of Will and the State of Illinois for and in consideration of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, Conveys and quit claims unto NLSB, an Illinois Banking Corporation, 110 West Maple Street, New Lenox, Illinois

its successor or successors as Trustee under the provisions of a trust agreement dated the 29th day of September, 20 1989 known as Trust Number 1291, the following described real estate in the County of Kendall and State of Illinois, to-wit:

An undivided Twenty-Two and 9/10ths Percent (22/9%) Interest in the Real Estate Described in the Legal Description Attached Hereto.

Subject to: ~~Liens, encumbrances,~~ easements, covenants, conditions and restrictions of record, if any; general real estate taxes for the year 2002 and subsequent; and

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said premises or any part thereof directly to a trust grantee or to a successor or successors in trust and to grant to such trust grantee or successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and or any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner or fixing the amount of present or future rentals, to partition

or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations, contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Trust Officer, this 7th day of March, 2003.

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

FIRST MIDWEST TRUST COMPANY, National Association
as trustee as aforesaid.

Attest: [Signature]
Trust Officer

By: [Signature]
Trust Officer

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE FOLLOWING: A PART OF THE SOUTHEAST 1/4 SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST 404.388 METERS (1,326.73 FEET) ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 SECTION 33; THENCE SOUTH 88 DEGREES 11 MINUTES 05 SECONDS WEST 15 METERS (49.53 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 104.110 METERS (341.57 FEET); THENCE NORTH 02 DEGREES 08 MINUTES 38 SECONDS EAST 38.341 METERS (125.79 FEET); THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS WEST 262.089 METERS (859.87 FEET) TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88 DEGREES 11 MINUTES 38 SECONDS EAST 11.479 METERS (37.66 FEET) ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING, BEING THAT PART CONVEYED TO PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 1998 AS DOCUMENT 9816019, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS

PIN: 08-33-400-005

COMMONLY KNOWN AS: Route 47 & Sherrill Road
Lisbon, Illinois

TRUSTEE'S DEED IN TRUST

Reserved for Recorder's Office

This Indenture made this 7th day of March, 2003 between CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 29th day of September, 1989, and known as Trust Number 1093735, party of the first part, and NLSB, an Illinois Banking Corporation, as Trustee under Trust Agreement dated September 29, 1989 and known as Trust No. 1291

200300012655
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
04-16-2003 At 03:02 pm.
TRST D I T 16.00

whose address is:
110 West Maple Street
New Lenox, IL 60451

party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of TEN and no/100 DOLLARS (\$10.00 AND OTHER GOOD AND VALUABLE considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in Kendall County, Illinois, to wit

AN UNDIVIDED THIRTY-SIX AND 3/10THS PERCENT (36.3%) INTEREST IN THE REAL ESTATE DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Permanent Tax Number: 08-33-400-005

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof of said party of the second part.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

FULL POWER AND AUTHORITY is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence *in praesenti or futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this Trustee's Deed in Trust (1/95)

trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in the indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized to execute and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to those presents by its Assistant Vice President, the day and year first above written.



CHICAGO TITLE LAND TRUST COMPANY,
as Trustee as Aforesaid

By: [Signature]
Assistant Vice President

State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 4th day of April, 2003.



[Signature]
NOTARY PUBLIC

PROPERTY ADDRESS:
Route 47 & Sherrill Rd,
Lisbon, IL

This instrument was prepared by:
CHICAGO TITLE LAND TRUST COMPANY
171 N. Clark Street
ML04LT
Chicago, IL 60601-3294

AFTER RECORDING, PLEASE MAIL TO:

NAME DOUGLAS W. SCHLAK

ADDRESS 321 W. MAPLE ST. OR

CITY, STATE NEW LENOX, ILL 60451

SEND TAX BILLS TO: NLSB TRUST 1291
66 N. CHICAGO ST., JOLIET, ILL. 60432

BOX NO. Exempt under provisions of Paragraph E
Section 31-45, Property Tax Code.
4/4/03 [Signature]
Date Buyer, Seller, or Representative

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING: A PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST 404.388 METERS (1,326.73 FEET) ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88 DEGREES 11 MINUTES 05 SECONDS WEST 15.096 METERS (49.53 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 104.110 METERS (341.57 FEET); THENCE NORTH 02 DEGREES 08 MINUTES 00 SECONDS EAST 38.341 METERS (125.79 FEET); THENCE NORTH 00 DEGREES 51 MINUTES 24 SECONDS WEST 262.089 METERS (859.87 FEET) TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88 DEGREES 11 MINUTES 52 SECONDS EAST 11.479 METERS (37.66 FEET) ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING, BEING THAT PART CONVEYED TO PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 1998 AS DOCUMENT 9816019, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS

PIN: 08-33-400-005

COMMONLY KNOWN AS: Route 47 & Sherrill Road
Lisbon, Illinois

TRUSTEE'S DEED IN TRUST

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

THIS INDENTURE WITNESSETH, that the Grantor ~~FIRST MIDWEST TRUST COMPANY~~, National Association Joliet, Illinois, as Trustee under the provision of a deed or deeds in trust, duly recorded and delivered to said Trust Company in pursuance to a trust agreement dated the 27th day of October, 20 1987 and known as Trust No. 5037

200300012557
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
04-16-2003 At 03:02 PM.
TRST b i T 19.00

of the County of Will and the State of Illinois for and in consideration of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, Conveys and quit claims unto NLSB, an Illinois Banking Corporation, 110 West Maple Street, New Lenox, Illinois

its successor or successors as Trustee under the provisions of a trust agreement dated the 29th day of September, 20 1989 known as Trust Number 1291, the following described real estate in the County of Kendall and State of Illinois, to-wit:

An undivided Forty and 8/10ths Percent (40.8%) Interest in the Real Estate Described in the Legal Description Attached Hereto

Subject to: ~~Diens, encumbrances~~, easements, covenants, conditions and restrictions of record, if any; general real estate taxes for the year 2002 and subsequent; and

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said premises or any part thereof directly to a trust grantee or to a successor or successors in trust and to grant to such trust grantee or successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and or any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner or fixing the amount of present or future rentals, to partition

or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the way above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations, contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Trust Officer, this 7th day of March, 2003.

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

FIRST MIDWEST TRUST COMPANY, National Association
as trustee as aforesaid

Attest: [Signature]
Trust Officer

By: [Signature]
Trust Officer

STATE OF ILLINOIS,
SS:
COUNTY OF WILL

I, the undersigned, a Notary Public in and for said County, in State aforementioned DO HEREBY CERTIFY that Rosa Arias Angeles Trust Officer of FIRST MIDWEST TRUST COMPANY, National Association, Joliet, Illinois; Dorina J. Wrablewski, the Attesting Trust Officer thereof, personally known to me be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the Attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth; and the said Attesting Trust Officer did also then and there acknowledge that he is custodian of the corporate seal of said Trust Company did affix the said corporate seal of said Trust Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

GIVEN under my hand and seal this 7th day of March A.D. 2003

OFFICIAL SEAL
LINDA G RUDMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/11/07

Linda G Rudman
Notary Public.

THIS INSTRUMENT WAS PREPARED BY:

Douglas W. Schlak
321 West Maple Street

PROPERTY ADDRESS

Route 47 & Sherrill Road
Lisbon, Illinois

PERMANENT INDEX NUMBER

08-33-400-005

AFTER RECORDING
MAIL THIS INSTRUMENT TO

NLSB Trust 1291
110 West Maple Street
New Lenox, Illinois 60451

MAIL TAX BILE TO

NLSB Trust 1291
66 North Chicago Street
Joliet, Illinois 60432

Exempt under provisions of Paragraph E
Section 31-45, Property Tax Code.

3/7/03 Douglas W Schlak
Date Buyer, Seller, or Representative

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST 404.388 METERS (1,326.73 FEET) ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88 DEGREES 11 MINUTES 05 SECONDS WEST 104.110 METERS (341.57 FEET); THENCE NORTH 02 DEGREES 08 MINUTE SECONDS EAST 38.341 METERS (125.79 FEET); THENCE NORTH 00 DEGREE MINUTES 24 SECONDS WEST 262.089 METERS (859.87 FEET) TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88 DEGREES 11 MINUTE SECONDS EAST 11.479 METERS (37.66 FEET) ALONG SAID NORTH LINE OF SOUTHEAST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING, BEING THAT PART CONVEYED TO PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 1998 AS DOCUMENT 9816019, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS

PIN: 08-33-400-005

COMMONLY KNOWN AS: Route 47 & Sherrill Road
Lisbon, Illinois

KENDALL COUNTY RECORDER**WARRANTY DEED IN TRUST**

THIS INDENTURE WITNESSETH, That DOROTHY PORTER, a widow, Grantor, of the County of Will and State of Illinois for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey(s) and Warrant(s) unto NLSB, as Trustee under the provisions of a trust agreement dated the 29th day of September, 1989, known as Trust Number 1291, the following described real estate in the County of Kendall and State of Illinois, to-wit:

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 35 North, Range 7 East of the Third Principal Meridian, (except that part described as follows: beginning at the Southwest corner of said South East $\frac{1}{4}$, thence East along the South line of said South East $\frac{1}{4}$ 60 rods; thence North 18 $\frac{2}{3}$ rods; thence West parallel with the South line of said South East $\frac{1}{4}$, 60 rods to the West line of said South East $\frac{1}{4}$; thence South along said West line 18 $\frac{2}{3}$ rods to the point of beginning,) in the Township of Lisbon, Kendall County, Illinois.

P.I.N.: 08-33-400-004

TO HAVE AND TO HOLD the said premises with the appurtenances thereon in trust and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness whereof, the grantor aforesaid has hereunto set her hand and seal this 7th day of March, 2003.

Dorothy Porter (SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Dorothy Porter personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of MARCH, 2003.

DOUGLAS W SCHLAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/2006

Douglas W Schlak
Notary Public

The Talon Group
750 Essington Road
750 Essington Road, Joliet, IL 60435
Phone: (815) 846-2000 Fax: (815) 846-2001

TRACT SEARCH

FILE NO.: 852247 **DATE:** June 10, 2004

TO:
William Penn
81 North Chicago Street
Joliet, IL 60432

PROPERTY ADDRESS:
9391 Sherill Road
Morris, IL 60450

EFFECTIVE DATE: April 14, 2004

GRANTEE IN THE LAST DEED OF RECORD: Keith C. Hosbach and Wendy E. Hosbach, husband and wife as joint tenants

LEGAL DESCRIPTION:

That part of the Southeast Quarter of Section 33, Township 35 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Southeast Quarter; thence East along the South line of said Southeast Quarter 60 rods; thence North 18 2/3 rods; thence West parallel with the South line of said Southeast Quarter; 60 rods to the West line of said Southeast Quarter; thence South along said West line 18 2/3 rods to the point of beginning, in the Township of Lisbon, Kendall County, Illinois.

PROPERTY TAXES AND UNRELEASED ENCUMBRANCES OF RECORD:

1. General taxes for the year 2004, 2005 and subsequent years which are not yet due and payable.

Tax identification no.: 08-33-400-002

Note for informational purposes 2003 taxes:

1st Installment in the amount of \$1,343.29 with a status of Not Paid. (Due Date 06-15-2004)
2nd Installment in the amount of \$1,343.29 with a status of Not Yet Due .

2. Mortgage dated September 27, 2002 and recorded October 4, 2002 as document 2002023231 made by Keith C. Hosbach and Wendy E. Hosbach, husband and wife to Morris Building and Loan, S.B., to secure a note in the originally stated principal amount of \$148,000.00, and to the terms and conditions thereof.

THIS SEARCH REFLECTS THE "GRANTEE IN LAST DEED OF RECORD" OF THE LEGAL DESCRIPTION PROVIDED TO TALON GROUP TITLE AND SETTLEMENT SERVICES AS DISCLOSED IN PUBLIC RECORDS ESTABLISHED UNDER STATE STATUTES AND AT THE DATE SHOWN. IF REQUESTED BY THE APPLICANT, IT WILL ALSO ENCOMPASS GENERAL REAL ESTATE TAXES, MORTGAGES, ASSIGNMENTS, JUDGMENTS AND LIENS OF RECORD AS SHOWN IN THE RECORDERS OFFICE OF THE COUNTY WHERE THE SUBJECT PROPERTY IS LOCATED AND WHICH MAY CONSTITUTE A LIEN ON THE DESCRIBED PREMISES. IT DOES NOT CONTAIN A SEARCH OF ANY JUDICIAL PROCEEDINGS IN ANY COURT. THE INFORMATION FURNISHED IN THIS SEARCH IS FOR THE BENEFIT OF THE APPLICANT ONLY. USE OF THIS INFORMATION BY ONE OTHER THAN THE APPLICANT WITHOUT EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY IS PROHIBITED. THIS IS NOT A TITLE INSURANCE POLICY, ABSTRACT, GUARANTY OR OPINION OF TITLE AND MAY NOT BE RELIED UPON AS SUCH. NO AMENDMENT, DELETION OR ENDORSEMENT CAN BE MADE TO THIS SEARCH. IT ONLY REFLECTS THE LAST DEED AS SHOWN IN THE PUBLIC RECORDS. THE COMPANY'S LIABILITY IS LIMITED TO THE ACTUAL AMOUNT PAID FOR THIS SEARCH. ANY CLAIM OF LOSS OR DAMAGE, WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE LIMITED TO SUCH AMOUNT. IN THE EVENT ANY OF THE ABOVE LIMITING PROVISIONS ARE HELD INVALID OR UNENFORCEABLE THE REMAINING SHALL BE DEEMED NOT TO INCLUDE THAT PORTION AND THEY SHALL HAVE FULL FORCE AND EFFECT.

FOR YOUR PROTECTION, PLEASE OBTAIN A TITLE COMMITMENT AND SUBSEQUENT POLICY OF INSURANCE.

Talon Group Title and Settlement Services

BY: Michele A. Pizur

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

Office of Mines and Minerals
Surface-Mined Land Conservation and Reclamation Act

Surface Mining Permit

This is to Certify that
VCNA Prairie Aggregates Illinois, Inc.
7601 W. 79th Street, Bridgeview, IL 60455
is hereby granted a permit to engage in surface mining
from: May 12, 2008 to: June 30, 2017
on the legally described areas as stated below.

Name of Mine	Address	Acres to be Affected	Location			
			Sec.	Twp.	Range	County
Lisbon Quarry Yard 107	9391 Sherrill Road Morris, IL	72.43	33	35N	07E	Kendall

PERMIT NO. 1793-17
DATE: May 12, 2008

Michael R. Wooder

MANAGER, Office of Mines and Minerals

Joseph J. Stangor

DIRECTOR, Office of Mines and Minerals

FEB 05 2008

MLCR 1a (7/9/01)

State of Illinois
Department of Natural Resources
Office of Mines and Minerals
Surface Mined Land Conservation and Reclamation Act
One Natural Resources Way
Springfield, Illinois 62702-1271

Rennetta Mickelson

COUNTY CLERK
KENDALL COUNTY

Date:

TO: State of Illinois
Department of Natural Resources
Office of Mines and Minerals
Mine Safety and Training Division
One Natural Resources Way
Springfield, Illinois 62702-1271

The Department **MUST**
receive the original
document **NOT** a photocopy.

The VCNA Prairie Aggregates Illinois, Inc

(Name of Company, Corporation, Partnership or Individual)

Lisbon Yard 107

(Mine and/or Pit Name)

located in Section(s) 33, Township 35N, Range 7E

of Kendall County, have filed on 2/5/08
(Month, day, year)

with the County Clerk's Office in Kendall County, an Application, a

PROPOSED reclamation plan, and map for lands to be affected by

Surface Mining during July 1, 2008 through June 30, 2018.
(surface mining/refuse deposition)

I, Rennetta Mickelson (County Clerk), acknowledge the above items have been received in duplicate and that one copy of each has been forwarded by Registered Mail to the presiding officer of the County Board or Commission.

Rennetta Mickelson
(County Clerk's Signature & Seal)

Matthew Schumaker, Deputy

NOTICE: This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 225 ILCS 715/1 (Ill. Rev. Stat., Ch. 96 1/2, par. 4501 et seq.). Disclosure of this information is voluntary; however, failure to comply may result in this form not being processed. This form has been approved by the Forms Management Center.

**State of Illinois
 Department of Natural Resources
 Office of Mines and Minerals
 Mine Safety and Training Division**

APPLICATION FOR AGGREGATE SURFACE MINING PERMIT

Date: _____

State of Illinois
 Department of Natural Resources
 Office of Mines and Minerals
 Mine Safety and Training Division
 One Natural Resources Way
 Springfield, Illinois 62702-1271

VCNA Prairie Aggregates Illinois, Inc
 (I)(We)(The) _____
 (Name of Company, Corporation, Partnership or Individual)
 7601 West 79th Street, Bridgeview Illinois 60455, (708) 458-0400, Fax (708) 458-4192

 (Address and Phone) (Fax if applicable)

FEIN No.: 26-1465987 _____ or Social Security No.: _____

hereby make application for a permit to affect by surface mining the following area as shown on the enclosed map(s).

OR

Amendment No. _____ for _____ acres to be added to Permit No. _____.

Amendment No. _____ for _____ acres to be transferred under Permit No. _____.

Amendment No. _____ to change the reclamation plan within Permit No. _____.

Name of Mine: Lisbon Yard 107					
Address of Mine: 9391 Sherrill Road, Morris Illinois 60540					
		Location			
		Section	Township	Range	County
Acres to be Permitted:	72.43 Acres	33	35N	7E	Kendall
(Break Down by Section)	Acres				
	Acres				
TOTAL NEW ACRES	72.43 Acres				

Notice

This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 225 ILCS 715. Disclosure of this information is voluntary; however, failure to comply may result in this form not being processed. This form has been approved by the Forms Management Center.

Every application and amendment shall contain the following information: (Add additional sheets when enough space is not available.)

Does the applicant have the right and power by legal estate owned to mine by surface mining and to reclaim the land so described? Yes No

1. a. Ownership of the proposed permit area (use a map when appropriate). If more than one (1) landowner, indicate ownership of each tract below and show property lines and tract numbers on map.

Weitendorf Enterprises, Inc.	Keth & Wendy Hosbach
66 North Chicago Street	9391 Sherrill Road
Joliet Illinois 60432	Morris Illinois 60540

- b. Ownership of the minerals to be mined (use a map when appropriate). If more than one (1) mineral owner, indicate ownership of each tract below and show property lines and tract numbers on map.

Same as Above	Same as Above
_____	_____
_____	_____
_____	_____

2. The name, address, contact person and phone number of any municipality with legal jurisdiction over the proposed permit area through an annexation or pre-annexation agreement.

Jerry Dudgeon; Kendall County Planning, Building, and Zoning
111 Fox Street
Yorkville Illinois 60560 (630) 553-4141

3. The mineral(s) to be mined (if for overburden deposition only, please indicate):
Limestone

4. The character and the composition of the vegetation and wildlife on lands to be affected.
The site is currently row-crop farmland. Various songbirds, deer, rabbit, and raccoons inhabit the site.
Minimal vegetation, aside from the farm crops, exists on the site.

5. Summarize the current land uses in the proposed permit area. Describe any changes that have occurred in the past five (5) years. The current land use is agricultural. The site has been row crop agricultural for more than five years.

6. Overburden thickness is (or ranges from): 10-37 Feet

Nature (or type of) overburden: Silty clay

Total depth of the pit (including overburden) will be: Approximately 210 Feet

(Use a map when appropriate. For operations which remove more than one (1) mineral, see Question No. 14.)

7. The current assessed valuation of the lands to be affected and the assessed valuation shown by the two (2) quadrennial assessments preceding the currently effective assessment.

Property Tax I.D. No.	Legal Description	Current Assessed Valuation Per Acre	Two (2) Preceding Quadrennial Assessments	
			1st.	2nd.
08-33-400-005	Attached	\$138	\$161	\$179
08-33-400-004	Attached	\$106	\$133	\$147
08-33-400-002	Attached	\$6540	\$5985	\$5731

8. Discuss the minimum setback distance of the excavation (lateral support) requirements of 62 Ill. Adm. Code 300.110(h) for areas to be mined. Locate adjacent property lines/easements on the map if applicable. The minimum setback distance will be 100 feet, or (1.5 x depth of overburden) + 10 feet,

whichever is greater.

9. Identify the location of all anticipated access and haulage roads which are to be constructed with overburden from the proposed or current permit areas. Please indicate on map. _____
No access or haul roads will be created with overburden.
-
-

10. Describe the technique to be used in the removal and handling of the overburden, including the type of equipment used. Overburden will be removed using conventional earth moving equipment including bulldozers, loaders, haul trucks, and backhoes. The overburden will be placed in deposition areas indicated on the map.
-
-

11. Submit a USGS topographic (topo) map or equivalent, outlining the areas to be affected and the surrounding land. Identify the location and names of all streams, creeks and bodies of water within lands to be affected (if not indicated on topo map). Describe any groundwater resources within lands to be affected. Valley Run Creek runs through the southwest corner of the property as shown on the attached map. Valley Run will not be disturbed by the mining operations. No groundwater resources are within the permit area.
-
-

12. Describe the drainage on and away from the lands previous to being affected, during and after mining and when reclamation is completed including directional flow of water, natural and artificial drainage and waterways, and streams or tributaries receiving the discharge. Indicate on map. Stormwater and groundwater inflow will be treated for sediment through the use of settling ponds. The water will then be discharged to Valley Run Creek through an NPDES permitted outfall. The post-mining created lake will overflow to the southwest into Valley Run Creek.
-
-

Surface Mining Permit No. _____

OR

Amendment No. _____ to Permit No. _____

Name of Mine: Lisbon Yard 107						
Address of Mine: 9391 Sherrill Road, Morris Illinois 60540						
			Location			
			Section	Township	Range	County
Acres to be Permitted:	72.43	Acres	33	35N	7E	Kendall
(Break Down by Section)	Acres					
	Acres					
TOTAL NEW ACRES	72.43	Acres				

Conservation and Reclamation Plan
(use extra pages when necessary)

20. a. Locate on map where overburden is to be removed and deposited. Describe grading of the deposition and overburden removal areas. Describe the disposition of cap rock (if any). If overburden from this permit is to be deposited in adjacent permits include a narrative description. Discuss the vegetative species to be planted within the proposed permit area.

Areas in which overburden will be deposited are indicated on the attached map. Once mining activities have ceased, all mine related equipment, including pumps, will be removed and the excavation will be allowed to fill with water. The overburden deposition areas will be re-graded to a 30% slope and seeded with a prairie blend to stabilize the slopes.

- b. The post mining lands uses include:

Land Use	Acreage
Pasture	36.93
Forest	
Crop	
Horticulture	
Recreation	
Wildlife	
Commercial (homesite or industrial)	
Other (specify) Lake	35.50
Other (specify)	
Total Acreage:	72.43

Include a map designating which parts of the proposed permit area will be reclaimed to these land uses.

This copy if approved will be returned with the permit and shall be filed with the County Clerk. Receipt of filing is required (Form MLCR 1b) and shall be forwarded to the Department of Natural Resources, Office of Mines and Minerals, Mine Safety and Training Division.

PARCEL ONE (PIN 08-33-400-005):

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING: A PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 33; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST, 404.388 METERS (1,326.73 FEET) ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 11 MINUTES 05 SECONDS WEST, 15.096 METERS (49.53 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST, 104.110 METERS (341.57 FEET); THENCE NORTH 00 DEGREES 51 MINUTES 24 SECONDS WEST, 262.089 METERS (859.87 FEET) TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 33; THENCE NORTH 88 DEGREES 11 MINUTES 52 SECONDS EAST, 11.479 METERS (37.66 FEET) ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33 TO THE POINT OF THE BEGINNING, BEING THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED NOVEMBER 13, 2998 AS DOCUMENT 9816019, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS.

PARCEL TWO (PIN 08-33-400-004):

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 60 RODS; THENCE NORTH 18-2/3 RODS; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 60 RODS TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID WEST LINE, 18-2/3 RODS TO THE POINT OF BEGINNING), IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS.

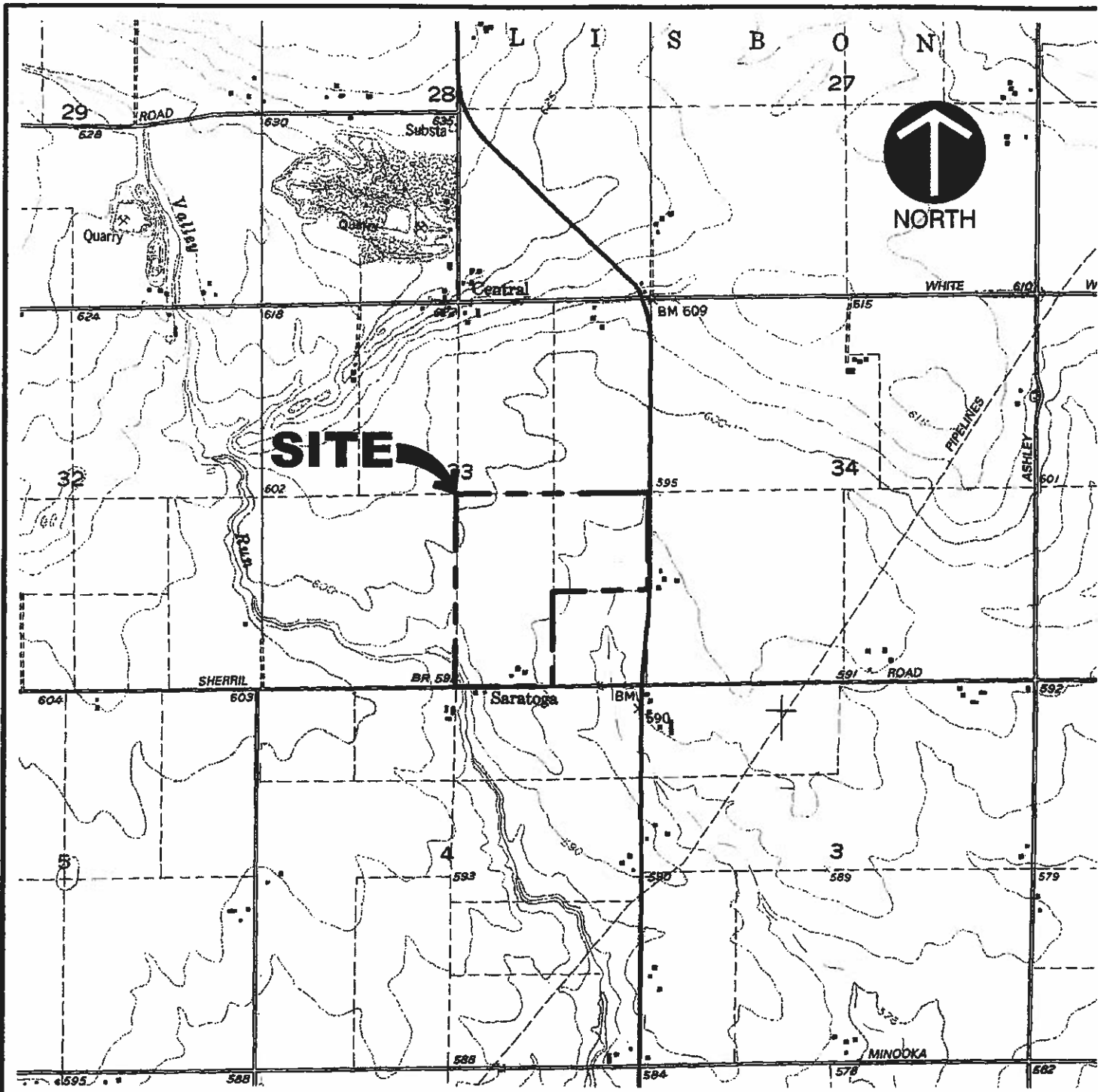
(PARCEL ONE AND TWO JOINTLY CONTAIN APPROXIMATELY 113 ACRES)

PARCEL THREE (PIN 08-33-400-002):

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 60 RODS; THENCE NORTH 18-2/3 RODS; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; 60 RODS TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 18-2/3 RODS TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS (CONTAINING APPROXIMATELY 7 ACRES).

WHEN COMBINED, THE CONSOLIDATED LEGAL DESCRIPTION OF PARCELS ONE, TWO, AND THREE ABOVE IS AS FOLLOWS:

PLAT OF SURVEY OF THE WEST HALF OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 EAST, OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS FOR ROAD RIGHT-OF-WAY PURPOSES, AS SHOWN ON DOCUMENT NUMBER 9812097 AT THE KENDALL COUNTY RECORDERS OFFICE), ALL IN LISBON TOWNSHIP, KENDALL COUNTY, ILLINOIS, AND CONTAINING 120.10 ACRES MORE OR LESS.




SITE LOCATION MAP

SCALE IN FEET

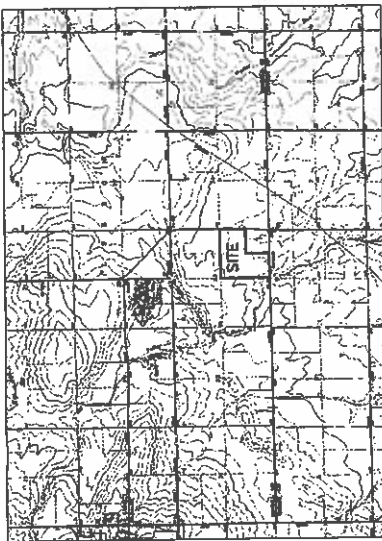


G:\PROJECTS\2007\071-755\DWG\STATE PERMIT DWGS\SITE LOCATION.DWG (MCCARTHY) - FEB 5, 2008 - 9:40:35

 Civil & Environmental Consultants, Inc. Pittsburgh, PA Cincinnati, OH Cleveland, OH Columbus, OH Indianapolis, IN 3041 Woodcreek Drive, Suite 210 Downers Grove, IL 60515 (630) 963-6026 · (877) 963-6026 Nashville, TN Export, PA St. Louis, MO Detroit, MI		PRAIRIE MATERIAL LISBON YARD 107 LISBON TOWNSHIP, ILLINOIS	
		SITE LOCATION MAP	
QUALITY MANAGER APPROVAL: <i>[Signature]</i>	PROJECT NO: 071-755	FIGURE NO:	
DRAWN BY: WRM	CHKD BY: GMS	DWG SCALE: 1"=2000'	DATE: 2/5/2008
			1



SUBMITTAL RECORD	
NO. 128	DATE: 11/27/08
BY: J. M. ...	DATE: 11/27/08
FOR: ...	DATE: 11/27/08
REVISION RECORD	
NO. 1	DATE: 11/27/08
BY: ...	DATE: 11/27/08
FOR: ...	DATE: 11/27/08



SITE LOCATION MAP
SCALE: 1"=300'

LEGEND

- PROPERTY LINE
- - - - - EXISTING CONTOUR
- FARM UTILITY POLE
- POWER POLE
- OVERHEAD ELECTRIC AND OVERHEAD TELEPHONE
- UNDERGROUND ELECTRIC
- UNDERGROUND 36" O.K. GAS PIPELINE
- 66' ROAD R.O.W. EASEMENT
- 100 YEAR FLOOD PLAN

SCALE IN FEET

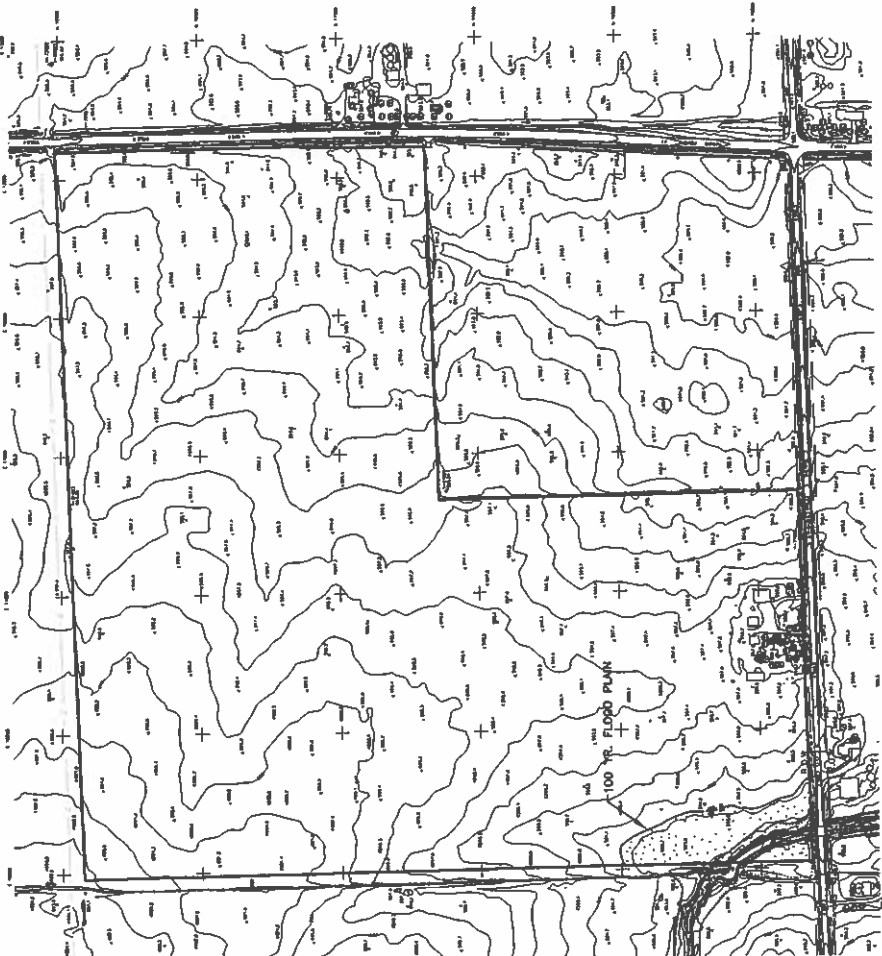


Survey
 Boundary Data
 As-built Utility Lines
 Permitted
 Other
 Other

CHARTERED SURVEYORS
 CHARTERED SURVEYORS
 CONSULTANTS, INC.
 3041 Woodstock Drive, Suite 210
 Yorkville, IL 62458
 PHONE: 618-253-2020 FAX: 618-253-2021
 WWW: WWW.CHARTERSURVEYORS.COM

VONA PRAIRIE AGGREGATES ILLINOIS, INC.
 LISBON YARD 107
 LISBON TOWNSHIP
 KENDALL COUNTY, ILLINOIS

DATE OF PREPARED REPORT: 11/27/08
 DRAWING NO.: 107-08-001
 SHEET NO.: 3 OF 11
 EXISTING CONDITIONS
 SHEET NO.: SP03



REVISIONS: THIS MAP WAS REVISED BY THE SURVEYING CONSULTANTS, INC. (CHARTERED SURVEYORS) ON 11/27/08 TO REFLECT THE 100 YEAR FLOOD PLAN. THE SURVEYING CONSULTANTS, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE FLOOD PLAN DATA PROVIDED BY THE ILLINOIS DEPARTMENT OF COMMERCE, DIVISION OF WATER CONTROL.

Projected Timeline for Development and Mining Operation

Land development will begin as soon as practical after all necessary permits have been secured.

The various drawings attached have Phase numbers indicating the benchmarks for mine development.

All necessary berms and ponds will be constructed before production mining begins. Approximately 70,000 tons of material will be crushed with a small portable crushing unit for development of interior roads and plant area during the initial phase. Fencing will be placed around the perimeter of the operation after the initial portion of the berms have been completed and seeded.

A four (4) foot chain link fence will be placed on the North, East, and West sides of the farmette to separate it from the mining operation. Chain link fence will also be placed along the Sherrill Road property boundary East and West of the farmette with gates at the mine entrance. After five (5) years, the farmette buildings will be removed and Berm #6 will be constructed. The chain link fence will then be continuous along the Sherrill Road boundary.

The following timeline will vary dependent upon sales and production volumes. In order to establish this timeline, the following assumptions will be used:

- All permits obtained in the 3rd quarter of 2008
- Land development complete in the 2nd quarter of 2009
- Production starts in the 3rd quarter of 2009
- Sales and production at 750,000 tons per year, starting in the 3rd year

Phase 1 – 3 Years (2009-2011)

Initial quarry development will be focused on preparing adequate space to move the primary crushing station down into the Quarry, as shown on Drawing 6, from the surface location on Drawing 5.

Phase 2 – 6 Years (2012-2017)

Primary station relocated in 2012 or 2013. The perimeter berms will be completed in the 6th year (2014). Excess overburden will be placed in the temporary storage area and/or moved to the bottom of the quarry as soon as practical.

Phase 3 – 7 Years (2018-2024)

Mining continues to create space to relocate processing plant as shown in Drawing 8. Also, overburden is being placed in the quarry at the east end to create future pond area.

Phase 4 – 4 Years (2025-2028)

Mining continues. The processing plant is relocated as shown. The ponds will be relocated as soon as stripping of overburden is complete in Areas 1 and 6. The overburden will be removed in such a manner as mining can follow into these areas.

Phase 5 – 21 Years (2029-2050)

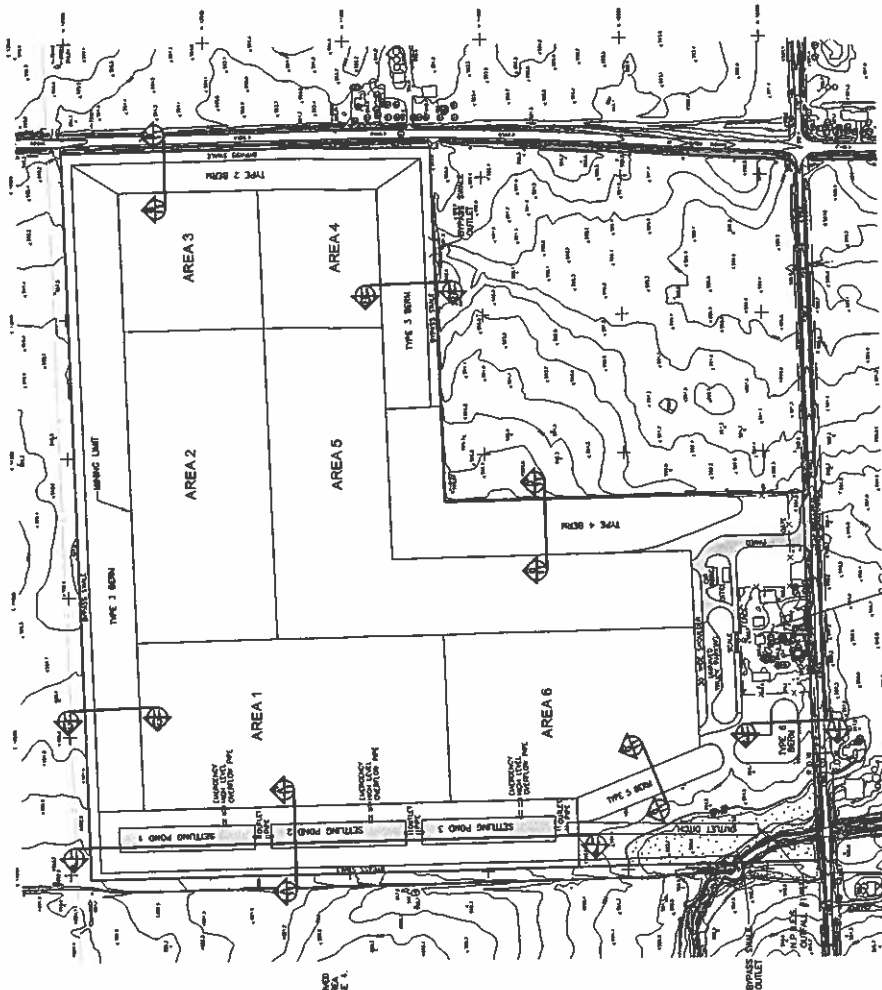
Mining continues. The plant will be relocated to the 3rd and final position in the quarry as soon as practical.

Phase 6 – 13 Years (2051-2063)

Mining continues to completion.

NOTE: The time schedule and life of the mine is subject to economic and geological conditions.

NO. 100	DATE	REVISION RECORD
101	10/15/03	REVISED PER COMMENTS
102	11/10/03	REVISED PER COMMENTS
103	12/15/03	REVISED PER COMMENTS
104	01/15/04	REVISED PER COMMENTS
105	02/15/04	REVISED PER COMMENTS
106	03/15/04	REVISED PER COMMENTS
107	04/15/04	REVISED PER COMMENTS
108	05/15/04	REVISED PER COMMENTS
109	06/15/04	REVISED PER COMMENTS
110	07/15/04	REVISED PER COMMENTS
111	08/15/04	REVISED PER COMMENTS
112	09/15/04	REVISED PER COMMENTS
113	10/15/04	REVISED PER COMMENTS
114	11/15/04	REVISED PER COMMENTS
115	12/15/04	REVISED PER COMMENTS
116	01/15/05	REVISED PER COMMENTS
117	02/15/05	REVISED PER COMMENTS
118	03/15/05	REVISED PER COMMENTS
119	04/15/05	REVISED PER COMMENTS
120	05/15/05	REVISED PER COMMENTS



LEGEND

- PROPERTY LINE
- EXISTING CONTOUR
- PAVED UTILITY POLE
- POWER POLE
- OVERHEAD ELECTRIC AND OVERHEAD TELEPHONE
- UNDERGROUND ELECTRIC
- UNDERGROUND 36" DIA. GAS PIPELINE
- 8' ROAD R.O.W. EASEMENT
- 100 YEAR FLOOD PLAIN
- SETTLING POND
- PAVED SURFACE

SCALE IN FEET
0 25 50

Survey
 Design
 Professional Seal
 Planning
 Construction

Carl & Associates, Inc.
 2400 West 10th Street
 Chicago, IL 60640
 (773) 442-1000

VCMA PRAIRIE AGGREGATES ILLINOIS INC.
 LISBON YARD 107
 LISBON TOWNSHIP
 KENDALL COUNTY, ILLINOIS

MINE PHASING PLAN
 SHEET NO. SP04

SETTLING POND 1 WILL BE LOADED
 TO QUARRY PILE WITH AREA
 SIZE 10' X 10' X 4' MINIMUM FOR
 ALTERNATION.

FURNISHING WILL BE REMOVED APPROXIMATELY
 YEAR 3 TO YEAR 4 AND SHALL BE
 REUSED FOR LATER ALTERNATION TO THE
 ABL.



CROSS SECTION
 OF MINE PHASING PLAN

