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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer: David T. Coriden, Attorney at Law, P.O. Box 189,
Onalaska, WI 54650 Phone: (608) 783-6411

RETURN TO: MATHY CONSTRUCTION CO 920 10th AVE NORTH ONALASKA, WI 54650

TERMINATION OF AGGREGATES LEASE AND MUTUAL RELEASE

THIS AGREEMENT is made on June 30, 2009, by and between **Edward D. Tschiggfrie** (the "Owner") and **River City Stone, a Division of Mathy Construction Company**, a Wisconsin corporation ("River City Stone").

Owner and River City Stone entered into an Aggregates Lease Agreement dated January 4, 1999 (the "Lease"), recorded in the form of a Memorandum of Lease and Affidavit in the Delaware County Recorder's office on February 3, 1999, in Book 1999, page 397, concerning the following described real property (the "Property"):

Lot 1, Lot 2 and Lot 3 of State's Subdivision of part of Section 9, Township 88 North, Range 5 West of the 5th P.M. according to the plat recorded in Book 3 Plats, page 228, with the exception of that portion of the Southeast Quarter of Lot 1 and in the Southwest corner of Lot 2 consisting of Owner's shop and grounds.

Lot 7 of State's Subdivision of part of Section 9, Township 88 North, Range 5 West of the 5th P.M. according to the plat recorded in Book 3 Plats, page 228, with the exception of the Westerly half of said Lot 7. River City Stone shall have the right to use the West Half of Lot 7 for access to and from the Property, but shall be obligated to maintain said road in as good condition as when the Lease commences. Owner reserves the right to use said entrance road.

Lot 8 except the Southerly 367 feet thereof, Lot 9, Lot 10, and Lot 11 with the exception of the South 367 feet thereof, all of State's Subdivision of part of Section 9, Township 88 North, Range 5 West of the 5th P.M. according to the plat recorded in Book 3 Plats, page 228.

Pursuant to the provisions of the Lease, the parties have elected to terminate the Lease effective June 30, 2009.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. TERMINATION OF LEASE. Effective June 30, 2009, the Lease shall be terminated and declared to be null, void and of no force and effect. River City Stone further agrees that it shall have no right, title or interest of any kind or nature whatsoever in the Property.

2. RELEASE. Effective June 30, 2009, Owner and River City Stone shall be released and discharged from their respective obligations to keep, perform and observe the terms, conditions, covenants and agreements contained in the Lease.

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

OWNER:

Edward D. Tschiggfrie

RIVER CITY STONE, a Division of Mathy Construction Company

By: Scott P. Mathy
President

[NO CORPORATE SEAL]

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 8th day of June, 2009, before me, a Notary Public, personally appeared Edward D. Tschiggfrie, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
~~Delaware~~ Dubuque County, Iowa
My Commission Expires: 4/14/12

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

On this 1st day of ~~June~~ July, 2009, before me, a Notary Public, personally appeared Scott P. Mathy, who acknowledged himself to be the President of River City Stone, a Division of Mathy Construction Company, a Wisconsin corporation, and that he, being authorized to do so, executed the foregoing instrument on behalf of said corporation by its authority.

David T. Coriden, Notary Public
La Crosse County, Wisconsin
My Commission: Is Permanent