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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer: David T. Coriden, Mathy Construction Company, P.O. Box 189, Onalaska, WI 54650 (608) 783-6411

MEMORANDUM OF LEASE AND AFFIDAVIT

This is a Memorandum of that certain unrecorded Aggregates Lease Agreement dated April 5, 2010 (the "Lease") by and between **ALAN J. SCHNITTJER** (the "Owner") and **RIVER CITY STONE, a Division of Mathy Construction Company,** a Wisconsin corporation ("River City Stone"), concerning the following described real property:

> The South One-half of the Northeast Quarter of Section 35, Township 88 North, Range 4 West of the 5th P.M., Town of Delhi, Delaware County, Iowa (the "Property").

For good and valuable consideration, Owner leases the Property to River City Stone and River City Stone leases the same from Owner for the term and under the provisions contained in the above-mentioned unrecorded Lease, which is incorporated herein by this reference.

The Lease grants to River City Stone the right to use the Property for the purpose of mining all stone, sand or gravel ("Mining Products") and overburden materials as may exist in, on or under the Property, together with all rights, easements, entrances and exits appurtenant to the Property, and any adjoining lands of Owner as River City Stone may deem necessary for its operations.

The term of the Lease commenced on April 5, 2010 and expires on April 4, 2013.

The Lease grants River City Stone the right, within a reasonable time after termination or expiration of the Lease (but within 360 days from the termination date of the Lease) to remove any and all of its property, including, but not limited to, stockpiles, machinery, fixtures and equipment which it owns or has placed in, upon or about the Property.

This Lease supersedes the previous Aggregates Lease Agreement between the parties dated March 30, 2007, recorded in the form of a Memorandum of Lease and Affidavit in Book 2007, Page 1519, as Document No. 2007-1519 and all previous lease agreements between the parties.

This Memorandum of Lease and Affidavit is not a complete summary of the Lease. Provisions in the Memorandum shall not be used in interpreting the Lease provisions. In the event of conflict between the provisions contained within this Memorandum and the unrecorded Lease, provisions within the unrecorded Lease shall control.

Date: April 21, 2010

ATTEST:

By: _____
Tim Jones
Vice President and
Assistant Secretary

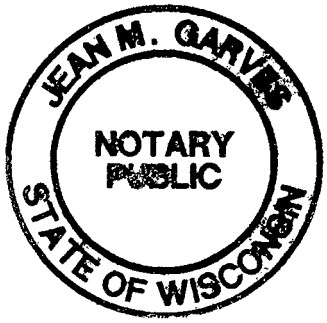
[NO CORPORATE SEAL]

RIVER CITY STONE, a
Division of Mathy Construction
Company

By: _____
Scott P. Mathy
President

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

On this 21st day of April, 2010, 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.



_____
Jean M. Garves
Notary Public
La Crosse County, Wisconsin
My Commission Expires:
February 13, 2011