

THIS AGREEMENT by and between Waldo M. Wright and Frieda J. Wright, his wife, Leslie W. Wright and Margie Wright, his wife, Robert Wright and Ernestine Wright, his wife, of the City of Anna, Illinois, (hereinafter called "Lessors"), and American Limestone Company, a Maine Corporation (hereinafter called "Lessee"),

W I T N E S S E T H:

That the Lessors, for and in consideration of the royalties hereinafter reserved and the covenants and agreements to be performed by the Lessee as hereinafter set forth, hereby grant, demise and let to the Lessee the following described real estate (hereinafter called "Demised Premises") in Union County, Illinois, to-wit:

A part of the Southeast Quarter of Section 19, Township 13 South, Range 1 West of the 3rd Principal Meridian, bounded as follows, to-wit: Commencing at the Northeast corner of said quarter section running 160 rods West to the half mile corner; thence South to the half mile corner; thence East 133 rods to an ironwood 4 in. in diameter; thence North 97 rods to a black walnut; thence east to the Section line to a rock; thence North to the place of beginning, containing 145 acres more or less except a one-half acre of ground on which there is now a grave yard, and also except the Tale Race to mill known as Brooks Mill, and also except a part of the Southeast Quarter of the Southeast Quarter of said Section 19, bounded as follows, to-wit: Beginning at the Southwest corner of said quarter Section of land, thence East with the Section line dividing Sections 19 and 30, 53 rods to a corner on ironwood 4 in. in diameter; thence North with a certain line with a tract of land owned by Syrian Davis in Dec. 1860, 42 rods to a stake on the bank of Mill Creek; thence due West 16 rods to a stake; thence Southwest to the place of beginning, containing 9 acres more or less. (The said nine acres more or less was conveyed by deed bearing date December 13th, 1860, by John Rhinehart and Cynthia Jane Rhinehart, his wife, to John Hileman, said deed

4/6 of Mar. Pg. 106-10
12 of Dec. 128-143

is recorded in Book 18 on pages 259 and 260 in the recorder's office of Union County, Illinois. Situated in the vicinity of Jonesboro, County of Union and State of Illinois.

A part of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 20, Township 13 South, Range 1 West of the 3rd P.M., beginning at the SW corner of Section 20; thence North $86\frac{1}{2}^{\circ}$ East (along the Section line) 20 chs; thence N. 4° W., 7.92 chs. thence N. 77° W. 15 chs. thence N. 9° W., 6 chs. thence N. $28\frac{1}{2}^{\circ}$ E. 5.40 chs. thence N. 49° E. 14 chs. thence N. 4° W., .50 chs. thence S. $59\frac{1}{2}^{\circ}$ W. 9.88 chs. thence S. $56\frac{1}{2}^{\circ}$ W. 13.33 chs. to the Section line and thence S. with said Sec. line to the place of beginning, containing 27.41 acres, more or less. Also a part of the same quarter sec. beginning 18.68 chs. North of the Sec. corner; thence N. 4° W., 3.60 chs. to the South line of private road; thence N. $56\frac{1}{2}^{\circ}$ E., 12.50 chs. thence S. 4° E. 3.60 chs. thence S. $56\frac{1}{2}^{\circ}$ W. 12.50 chs. to the place of beginning, containing 4.06 acres, more or less. Also a part of the $SE\frac{1}{4}$ of Sec. 19 in the same Township and Range, beginning at the SE corner of said Sec. 19 and running thence North on East line of said Section 24.37 chs. then South 88° W. 6.4 chs. thence South parallel with East line of Section 24.37 chs. to the line of said Section, thence N. 88° E. 6.75 chs. to the place of beginning, containing 15 acres, more or less. Also a part of the same quarter section beginning at the SW corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$, thence E. with the Sec. line 13.25 chs. thence N. 4° W., 10.50 chs. thence W. parallel with the S. line of Sec., 4 chs. thence in a south-westerly direction about 14 chs. to the place of beginning, containing 9.05 acres, more or less, situated in the County of Union, in the State of Illinois.

The $E\frac{1}{2}$ of the $NW\frac{1}{4}$; and the $E\frac{1}{2}$ of the $SW\frac{1}{4}$; and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$; and part of the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$, described as follows: Commencing at a corner between W. P. Avitt, E. Poole and G. W. Fink, running Northeast on said line, between said G. W. Fink and E. Poole, 2 rods; thence Southwest on a line parallel with said E. Poole and W. P. Avitt to the Cairo Road, containing one-half acre, more or less. Also part of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$, bounded as follows: Beginning at a point 4.50 chains East of the Half mile corner of Sections 19 and 20 in Township 13 South, Range 1 West of the 3rd P.M., thence N. 85° E. 15.90 chains to quarter corner; thence S. 6° E., 11.50 chains to North bank of Creek; thence S. 62° W., 9.88 chains to a stake; thence S. 57° W., 88 links to a stake; thence N. $4-3/4^{\circ}$ W., 3.30 chains; thence North $31-3/4^{\circ}$ W., 14.59 chains to the place of beginning, containing 18.28 acres and beginning at a point 12 chains South of the

Northeast corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 20, Township and Range aforesaid, from which stands a Beech tree 15", S. 70° E., 34 links; thence S. 6° E., 20.50 chains to a stone from which stands a poplar 36", S. 4° W., 10 links; thence S. 78° W., 15 chains to a point from which stands a sycamore 14" N. 28° E., 70 links; thence N. 16° E., 6 chains to South bank of Creek; thence N. 29° E., 5.40 chains to a stone; thence 51 $\frac{1}{2}$ ° E., 11.50 chains to the point of beginning, containing 17.50 acres, more or less; all of the above and foregoing described tracts of land in Section 20, Township 13 South, Range 1 West of the 3rd Principal Meridian, situated in the County of Union in the State of Illinois.

A parcel of land located in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 29, Township 13, South, Range 1 West of the 3rd Principal Meridian, described as follows: Beginning at a stone marking the Southeast corner of the said W $\frac{1}{2}$ of the SE $\frac{1}{4}$ and section aforesaid; thence North along the East line of the said W $\frac{1}{2}$ aforesaid, 1800 feet to a point; thence in a Southwesterly direction deflecting 109° to the left 356.5 feet to an iron pipe; thence Southeasterly 1810 feet to a point in the South line of said Section 29, which point is 17 feet West of the point of beginning, thence East along the South line of said Section, 17 feet to the point of beginning, containing 7.3 acres, more or less, and beginning at the Northwest corner of the SE $\frac{1}{4}$ of said Section 29, township and range aforesaid, thence East along the North line of said SE $\frac{1}{4}$ to the Northeast corner of said W $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence South along the East line of said W $\frac{1}{2}$ of said SE $\frac{1}{4}$ a distance of 840 feet; thence in a Southwesterly direction deflecting 109° to the left 525 feet to a point; thence in a Westerly direction 840 feet to a point on the West line of the W $\frac{1}{2}$ of said SE $\frac{1}{4}$, which said point being 1000 feet South of the Northwest corner of said SE $\frac{1}{4}$; thence north along the West line of said SE $\frac{1}{4}$ a distance of 1000 feet to the point of beginning, excepting therefrom as follows: Beginning at the Northwest corner of said SE $\frac{1}{4}$ and running South on the West line of said SE $\frac{1}{4}$ a distance of 89 rods to a point; thence east a distance of 12 rods to a point; thence Northeasterly a distance of 89 rods to a point 24 rods East of the said Northwest corner of said SE $\frac{1}{4}$; thence West along the North line of said SE $\frac{1}{4}$ a distance of 24 rods to the place of beginning, situated in Union County, Illinois.

Also the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, excepting from said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a two acre square parcel of land situated in the Southeast corner thereof, all in Section 29, Township 13 South, Range 1 West of the 3rd Principal Meridian, situated in Union County, Illinois.

Also the Southwest Quarter of the Southeast Quarter of Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, County of Union and State of Illinois.

TO HAVE AND TO HOLD unto the Lessee, its successors and assigns, until all of the merchantable limestone in, on and under the Demised Premises shall have been exhausted, subject to the terms, conditions and covenants hereinafter set forth.

ARTICLE I

Lessee shall have the exclusive right, for and during the term hereof, to mine, quarry and remove all of the merchantable limestone from the Demised Premises, in an efficient, workmanlike and proper manner according to approved and suitable methods of modern mining and quarrying conducted by prudent operators, having in mind at all times the removal of the maximum amount of merchantable limestone with due regard to the development and preservation of the Demised Premises as a workable quarry.

ARTICLE II

Lessee agrees to permit Lessors to use such portion of the Demised Premises as are not used for quarry or other related purposes for agricultural operations so long as such operations do not interfere with the operations and activities carried on by Lessee. Lessors covenant and agree that Lessors' right to use that portion of the Demised Premises not being used in connection with the quarry operations is subject to an easement to the Lessee for dust, smoke and other nuisances resulting from operations in connection with the mining, quarrying and use of limestone and to the rights granted Lessee under Article XI hereof. In the event buildings or other

improvements on the Demised Premises interfere with the operations of Lessee, Lessors shall have the right, upon receipt of notice of such interference from Lessee, to move or remove any such buildings and improvements at the expense of Lessors and, in the event they fail to do so within a period of 90 days after receipt of such notice from Lessee, Lessee shall be entitled to remove said buildings and improvements at its own expense and without liability therefor to Lessors.

ARTICLE III

Lessee agrees to allow Lessors and their agents, from time to time, to enter the Demised Premises for the purpose of inspection, but this right shall not authorize any interference with Lessee's lawful operation.

ARTICLE IV

Upon the execution of this lease, Lessee agrees to commence the development and construction of a quarry together with the installation of such equipment and facilities as are necessary to produce such grades of raw limestone as can be marketed by Lessee in the agricultural and metallurgical industries and to proceed with such development and construction diligently so that a quarry with a production capacity of 250,000 tons of raw limestone per year shall have been completed within a period of two years from the date of this lease.

BOOK 10 PAGE 320 ARTICLE V

When the construction of the quarry and installation of equipment and facilities has proceeded to the point where production and sale of limestone to the agricultural and metallurgical industries is feasible, Lessee agrees that it will commence operations and will continue the operations of a quarry and the production and sale of limestone continuously thereafter so long as this lease is in effect, subject only to the provisions of Article VI hereof. Lessee agrees to use its best efforts to develop a market in the agricultural and metallurgical industries for the limestone products of its quarry on the Demised Premises so that said quarry may be operated at all times at as near its capacity as possible.

ARTICLE VI

The failure of Lessee to continuously operate a quarry on the Demised Premises as required by Article V hereof shall be excused and shall not be considered grounds for termination of this lease by Lessors when such failure is caused by acts of God, floods, storms, explosions, fires, mechanical breakdowns, labor troubles, strikes, transportation failures or delays, inability to obtain labor, material or equipment, federal or state law, or order, rule or regulation of governmental authority, or other cause beyond the reasonable control of Lessee. Lessee shall have the right to shut down the operations of its quarry on the Demised Premises when economic conditions make it impossible to operate such quarry at a

profit and such shutdown shall not be deemed a default by Lessee, provided that if such shutdown for economic reasons shall continue for more than three years without the consent of Lessors, Lessors shall have the right to terminate this lease.

ARTICLE VII

Lessee agrees to pay Lessors a base royalty for each ton of 2000 pounds of limestone mined or quarried on the Demised Premises and shipped to a purchaser. Said base royalty shall be 6 cents during the first ten years of the life of this contract and thereafter, 5 cents. Lessee agrees to pay Lessors an additional royalty on all limestone mined or quarried on the Demised Premises and shipped to a purchaser for which the selling price received by Lessee, f.o.b. the quarry, is in excess of \$2.00 per ton, such additional royalty to be 10% of the amount of such selling price, f.o.b. the quarry, in excess of \$2.00, but such additional royalty shall not exceed 10 cents per ton. The base royalty and the additional royalty, if any, shall be payable quarterly on or before the 25th day following the end of each calendar quarter.

ARTICLE VIII

Lessee agrees to save Lessors free and harmless from any and all liability that may arise out of or result from the operations of Lessee.

ARTICLE IX

Lessee shall keep books of accounts of quarrying and shipping of limestone, and said books shall be open at all reasonable times

during office hours for the inspection of Lessors or their agents for the purpose of comparing and verifying the accounts and statements of royalties as rendered.

ARTICLE X

All royalties are payable to Lessors at the Anna National Bank, Anna, Illinois. If Lessors desire to change the place of payment of royalties or the manner of payments, they shall give notice to Lessee.

ARTICLE XI

Lessee shall have the right of ingress and egress over and upon said Demised Premises, and shall have the right to use any part of the Demised Premises for any purpose whatsoever connected with Lessee's quarry operations, including, but not limited to, drilling and excavating, the erection and maintenance of machinery, equipment, buildings, sheds, pits, power and telephone lines, pipe lines for water, oil and gas, pumping stations, railway tracks, roads, roadways, tunnels, draining ditches and all other necessary appurtenances required in Lessee's judgment to erect, maintain and operate a quarry for the removal of limestone from the Demised Premises. It is also agreed that buildings may be erected and used to house employees of Lessee, if so desired. The payments of royalty herein stipulated include full consideration for the use of and damage to the Demised Premises and Lessee shall in no event be liable to Lessors for any damage caused by Lessee's operations hereunder.

ARTICLE XII

BOOK 10 PAGE 323

Lessee shall have the free and undisputed right to obtain water for the operation of a quarry or mine wherever it is most conveniently located on the Demised Premises.

ARTICLE XIII

Lessee shall have the right to remove the overburden from the limestone on the Demised Premises and store the same in a manner most convenient to Lessee's operations. Lessee shall not be liable for any crop damage as a result of such removal and storage, but shall give Lessors reasonable notice to remove any crops that might be affected by Lessee's operations.

ARTICLE XIV

Lessors hereby warrant and agree to defend the title to the Demised Premises. Lessors shall pay the general real estate taxes assessed against the Demised Premises, but Lessee shall pay all increased taxes levied against the Demised Premises by reason of the value of any buildings, machinery or equipment placed on the Demised Premises by Lessee. Lessee shall have the right to pay the general real estate taxes assessed against the Demised Premises provided said taxes have not been paid by Lessors, and Lessee shall be entitled to take credit for the amount of the payment of such taxes, including interest thereon and any penalties, to the extent that such taxes were the obligation of Lessors, and deduct said amount from any royalties due Lessors under this lease.

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ARTICLE XV

If Lessee fails to perform any covenant of this lease and such default continues for a period of 60 days, Lessors shall have the right, by giving 30 days notice to Lessee, to terminate this lease unless such default is cured within said 30 days. In the event of such termination, this lease shall become null and void. Upon termination of this lease under this Article, Lessee shall have the right to remove all improvements and chattels from the Demised Premises as hereinafter provided in Article XVII hereof.

ARTICLE XVI

Lessee shall, upon 60 days prior notice to Lessors, have the right, and Lessee hereby reserves the right, at any time to abandon the Demised Premises and terminate this lease, in which event Lessee shall pay to Lessors all royalties accrued to the date of such termination. Upon such termination Lessee shall have no further obligation or liability to Lessor hereunder.

ARTICLE XVII

On the termination of this lease, whether by exhaustion of the limestone deposits on the Demised Premises or otherwise, Lessee shall have the right, within 6 months from such termination, to remove from the Demised Premises machinery, equipment, buildings, tracks, pipe lines, and other personal property, any and all structures which Lessee has placed or built thereon and all limestone which had been processed and stockpiled on the Demised Premises.

Lessee shall, however, deliver to Lessors all core drilling logs in its possession related to the Demised Premises. On such termination, Lessee shall not be required to restore the Demised Premises to its original condition by filling or draining any holes in the Demised Premises, or by removing any earth, rock or other matter piled on the Demised Premises in connection with or as a result of the operations contemplated by this lease. In the event of such termination, Lessee shall be deemed released from further payments of royalties and from any and all other obligations hereunder, except that Lessee shall pay to Lessors royalties at the rate specified in Article VII on all limestone removed from the Demised Premises after the termination of this lease. All items specified in this Article left on the Demised Premises after a period of 6 months from the date of the termination of this lease shall become the property of Lessors.

ARTICLE XVIII

Any notice from one party to the other required or permitted hereunder shall be in writing and shall be deemed to have been duly served if mailed, enclosed in a registered or certified post-paid envelope, addressed to the respective addresses below stated:

To Lessors: Anna, Illinois

To Lessee: Room 1515 Paul Brown Building
St. Louis 1, Missouri

Either party may change the address for the service of notices by serving a notice of such changed address at least 10 days prior to its effective date.

This lease shall be binding upon and shall inure to the benefit of the Lessors and their heirs, administrators, executors and assigns, and the Lessee and its successors and assigns.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals and Lessee has caused this instrument to be executed in its name by its officer thereunto duly authorized, this 9th day of May, 196³7.



ATTEST:

Leona S. Jones
Asst. Secretary

_____(Seal)

_____(Seal)

AMERICAN LIMESTONE COMPANY

By Harold J. Jones
President

LESSORS

Waldo M. Wright (SEAL)
Waldo M. Wright

Frieda J. Wright (SEAL)
Frieda J. Wright

Leslie W. Wright (SEAL)
Leslie W. Wright

Margie Wright (SEAL)
Margie Wright

Robert Wright (SEAL)
Robert Wright

Ernestine Wright (SEAL)
Ernestine Wright

STATE OF ILLINOIS)
COUNTY OF UNION) SS

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On this 15th day of May, 19 63, before me personally appeared Waldo M. Wright and Frieda J. Wright, to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged that he (they) executed the same as his (their) free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in Anna, Illinois the day and year first above written. My commission will expire May 2, 1967.

John H. Cate
Notary Public

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STATE OF ILLINOIS)
COUNTY OF UNION) SS

On this 15th day of May, 19 63, before me personally appeared Leslie W. Wright and Margie Wright, to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged that he (they) executed the same as his (their) free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in Anna, Illinois the day and year first above written. My commission will expire May 2, 1967.

John H. Cate
Notary Public

-oOo-

STATE OF ILLINOIS)
COUNTY OF UNION) SS

On this 15th day of May, 19 63, before me personally appeared Robert Wright and Ernestine Wright, to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged that he (they) executed the same as his (their) free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in Anna, Illinois the day and year first above written. My commission will expire May 2, 1967.

John H. Cate
Notary Public

In testimony whereof, I have hereunto set my hand and affixed my official seal in St. Louis, Missouri, the day and year first above written. My commission will expire February 2, 1966.

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LEASE MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 25th day of May, 1967, by and between Waldo M. Wright and Frieda J. Wright, husband and wife; Leslie W. Wright and Margie Wright, husband and wife; Robert Wright and Ernestine Wright, husband and wife, ("Lessors") and American Zinc Company, a Maine corporation ("Lessee").

WHEREAS, on May 9, 1963, a Lease (the "Lease") was entered into between the above Lessors and American Limestone Company, a Maine corporation (which Lease was recorded in the Recorder's Office, Union County, Illinois, on August 29, 1964, in Volume 10, pages 315-328), for a term of years commencing at date of the Lease and extending until all merchantable limestone has been removed from the premises, and

WHEREAS, on December 31, 1966, American Limestone Co. was merged into American Zinc Co., and American Zinc Co., as the surviving Corp., succeeded to all the property, assets and privileges, and became liable for all of the debts and liabilities of American Limestone Co. and,

WHEREAS, the aforesaid lessors and lessee desire in this agreement to modify and supplement the lease,

Therefore, lessors and lessee mutually agree that the following described premises be added to the paragraph entitled "demised premises" in the lease; to-wit:

A part of the North West Quarter (NW $\frac{1}{4}$) of the South West Quarter (SW $\frac{1}{4}$) described as follows: Beginning at the half mile corner of Sections Nineteen (19) and Twenty (20), thence South 5 degrees east along section line Eighteen and eighty-eight hundredths (18.88) chains to a stake, thence north 56 $\frac{1}{2}$ degrees east twelve and fifty hundredths (12.50) chains to a stake, thence northwesterly two Hundred (200) feet to a point; thence West One Hundred Seventy Eight (178) feet to a point; thence South (200) feet to a point; thence Eastwardly One hundred Seventy Eight (178) feet to the point of beginning situated in Section 20; Township 13; South; Range One (1) West of the Third (3rd) Principal Meridian, situated in the County of Union in the State of Illinois,

See Original

It is further agreed by the Lessors and Lessee that all other provisions of said Lease are to remain in full force and effect, and the said Lease is hereby ratified with the conditions herein made by the undersigned.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals and Lessee has caused this instrument to be signed in his name and seal this 1st day of March, 1967.

Waldo M. Wright (SEAL)
Waldo M. Wright

Frank A. Wright (SEAL)
Frank A. Wright

Doc (SEAL)
Doc

May (SEAL)
May

Robert Wright (SEAL)
Robert Wright

Ernestine Wright (SEAL)
Ernestine Wright

LESSORS.

AMERICAN LITING COMPANY, Successor to
to
AMERY

ATTEST:
SECRETARY

Secretary

LESSEE.

STATE OF ILLINOIS)

UNION COUNTY

SS.

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Waldo M. Wright and Frieda J. Wright, husband and wife, Louie W. Wright and Margie Wright, husband and wife, and Robert Wright and Ernestine Wright, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 15th day of May, 1967.

Notary

STATE OF MI

IN THE COUNTY OF ST. LOUIS

I, Dorothy W. Chipp, a Notary Public

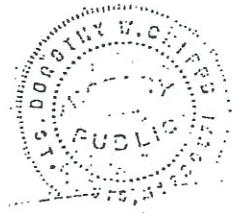
in the State aforesaid, do hereby certify that

Howard L. Young personally known to me to be the President of the American Zinc Company, successor by merger to the American Limestone Company, a Corporation, and Arthur E. S. Schmid, personally known to me to be the Assistant Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as President and Asst. Secretary, they signed and delivered the said instrument of writing as President

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and Assistant Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of May, A. D. 1967.



Notary Public

My Commission expires Feb. 2, 1970.

Appointed and Commissioned for City of St. Louis, Missouri, which adjoins County of St. Louis, Missouri.

11132

STATE OF MISSOURI
COUNTY OF ST. LOUIS
This instrument is filed for record

JUN 12 1967

Book 17, page 11, and
recorded in Vol. 11, page 1 - 1 - 2 - 3

Fred W. Blaylock

County Clerk, St. Louis, Missouri

St. Louis, Missouri

ASSIGNMENT OF LEASEHOLD ESTATE

WHEREAS a Leasehold Estate was created by Indenture of Lease, dated May 9, 1963, entered into between Waldo H. Wright and Freda J. Wright, husband and wife, Leslie W. Wright and Margie Wright, husband and wife, Robert Wright and Ernestine Wright, husband and wife, as Lessors, and American Limestone Company, a Maine corporation as Lessee, said Indenture of Lease being duly recorded in the Office of the Recorder of Deeds, Union County, Illinois on August 24, 1964, in Volume 10, pages 315 and 318, and

WHEREAS American Limestone Company and American Zinc Company, a Maine corporation merged with each other effective December 31, 1966 and by reason thereof American Zinc Company became the surviving company and thereby succeeded to all of American Limestone's right title and interest in such lease, and

WHEREAS the Lessors in said Indenture of Lease, dated May 9, 1963, entered into a Lease Modification Agreement with American Zinc Company, dated May 25, 1967, said Lease Modification Agreement being duly recorded in the office of the Recorder of Deeds, Union County, Illinois on June 12, 1967, in Book 11, pages 650 to 653, and

WHEREAS American Zinc Company is now the owner and holder of said Lease and Leasehold Estate created thereby, and

WHEREAS American Smelting and Refining Company, a New Jersey corporation, having its principal office in the City of New York, and State of New York is desirous of assuming the obligations of and securing the benefits of American Zinc Company in said Leasehold Estate and American Zinc Company is willing that it so do,

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, American Zinc Company does hereby sell, assign, transfer, set over and convey unto American Smelting and Refining Company, a New Jersey corporation, all its right, title and interest in and to said Leasehold Estate, as described in Indenture of Lease and Lease Modification Agreement, respectively recorded in the Office of the Recorder of Deeds of Union County, Illinois and incorporated herein by

said Lease to be for a term of years commencing from the date hereof and extending until all merchantable limestone is removed from the premises comprising said Leasehold Estate, said premises being situated in the County of Union, State of Illinois and described in Exhibit A attached hereto and incorporated herein by reference; American Zinc Company does by these presents further warrant that it is the owner and holder of said Lease and Leasehold Estate created by said Indenture of Lease as modified by Lease Modification Agreement as hereinbefore described and that said lease is in full force and effect as between American Zinc Company and Lessors as of the date hereof with no encumbrances on said Leasehold Estate except as may be a matter of record as of the date of this assignment.

American Smelting and Refining Company in consideration therefor does by these presents accept the assignment and transfer of such Leasehold Estate and agrees to perform all the terms and conditions thereof to be performed by American Zinc Company and shall be entitled to all of the benefits to accrue to American Zinc Company as provided for in said Indenture of Lease and Modification Agreement as hereinbefore described.

AMERICAN ZINC COMPANY,

BY R. E. Sansom
R. E. Sansom, President

ATTEST:

Arthur E. S. Schmid
Arthur E. S. Schmid, Secretary

AMERICAN SMELTING AND REFINING COMPANY,

BY [Signature]
Its PRESIDENT

ATTEST:

A. J. Gilligan
Secretary



A13617
STATE OF ILLINOIS
UNION COUNTY
This instrument was filed for record

DEC 6 1971
1970 INDEXED BY and
recorded in Vol. 143
Fred W. Blaylock

EXHIBIT "A" TO
ASSIGNMENT OF LEASEHOLD
BY AMERICAN ZINC COMPANY TO
AMERICAN SMELTING AND REFINING COMPANY

Parcel A: A part of the Southeast Quarter of Section 19, Township 13 South, Range 1 West of the Third Principal Meridian, bounded as follows, to-wit: Commencing at the Northeast corner of said quarter section running 160 rods West to the half mile corner; thence South to the half mile corner; thence East 133 rods to an ironwood 4 inches in diameter; thence North 97 rods to a black walnut, thence east to the Section line to a rock; thence North to the place of beginning, containing 145 acres more or less except a one-half acre of ground on which there is now a graveyard, and also except the Tale Race to mill known as Brooks Mill, and also except a part of the Southeast Quarter of the Southeast Quarter of said Section 19, bounded as follows, to-wit: Beginning at the Southwest corner of said quarter section of land, thence East with the Section line dividing Sections 19 and 30, 53 rods to a corner on ironwood 4 inches in diameter; thence North with a certain line with a tract of land owned by Syrian Davis in Dec. 1860, 42 rods to a stake on the bank of Mill Creek; thence due West 16 rods to a stake; thence Southwest to the place of beginning, containing 9 acres more or less. (The said nine acres more or less was conveyed by deed bearing date December 13th, 1860 by John Rhinehart and Cynthia Jane Rhinehart, his wife, to John Hileman, said deed recorded in Book 18, page 259 and 260 in the Recorder's Office of Union County, situated in Union County, Illinois; EXCEPTING from all of the above a parcel of land lying in the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 19, Township 13 South, Range 1 West of the Third Principal Meridian described as follows: Beginning at a point where the west line of the Public Gravel Road intersects the North line of said quarter quarter; thence West along the North line of said quarter quarter a distance of 100 feet to a point; thence South parallel to West line of said quarter quarter a distance of 200 feet to a point; thence East parallel to the North line of said quarter quarter a distance of 100 feet, more or less, to the West line of said Public Gravel Road, thence North along the west line of said Public Gravel Road, a distance of 200 feet to the point of beginning.

Parcel B: A part of the West Half of Southwest Quarter of Section 20, Township 13 South, Range 1 West of Third Principal Meridian beginning at the Southwest corner of Section 20; thence North 86-1/2 degrees East (along the Section line) 20 chains; thence North 4 degrees West, 7.92 chains, thence South 77 degrees West 15 chains, thence North 9 degrees West, 6 chains thence North 28-1/2 degrees East 5.40 chains, thence North 49 degrees East 14 chains thence North 4 degrees West, .50 chains thence South 59-1/4 degrees West 9.88 chains thence South 56-1/2 degrees West 13.33 chains to the Section line and thence South with said Section line to the place of beginning. Also a part of the same quarter section beginning 18.68 chains North of the Section corner; thence North 4 degrees West, 3.60 chains to the South line of private road; thence North 56-1/2 degrees East, 12.50 chains thence South 4 degrees East 3.60 chains thence South 56-1/2 degrees West 12.50 chains to the place of beginning. Also a part of the Southeast Quarter of Section 19 in the same Township and Range, beginning at the Southeast corner of said Section 19 and running thence North on East line of said Section, 24.37 chains then South 88 degrees West 6.4 chains thence South parallel with East line of Section, 24.37 chains to the line of said Section, thence North 88 degrees East 6.75 chains to the place of beginning. Also a part of the same quarter section beginning at the Southwest corner of the Southeast Quarter of Southeast Quarter, thence East with the Section line 13.25 chains thence North 4 degrees West, 10.50 chains thence West parallel with the South line of Section, 4 chains thence in a southwesterly direction about 14 chains to the place of beginning, situated in UNION COUNTY, ILLINOIS.

Parcel C: The East Half of the Northwest Quarter; and the East Half of the Southwest Quarter; and the Northwest Quarter of the Southeast Quarter; and part of the Northwest Quarter of Southwest Quarter described as follows: Commencing at a corner between W. P. Avitt, E. Poole, and G. W. Fink, running Northeast on said line, between said G. W. Fink and E. Poole, 2 rods; thence Southwest on a line parallel with said E. Poole and W. P. Avitt to the Cairo Road. Also part of the West Half of the Southwest Quarter, bounded as follows: beginning at a point 4.50 chains East of the Half mile corner of Sections 19 and 20, Township 13 South, Range 1 West of the Third Principal Meridian, thence North 85 degrees East 15.90 chains to quarter corner; thence South 6 degrees East 11.50 chains to North bank of Creek; thence South 62 degrees West, 9.88 chains to a stake; thence South 57 degrees West, 88 links to a stake; thence North 4-3/4 degrees West, 3.30 chains; thence North 31-3/4 degrees West, 14.59 chains to the place of beginning, and beginning at a point 12 chains South of the Northeast corner of the Northwest Quarter of Southwest Quarter of said Section 20, Township and Range aforesaid, from which stands a Beech tree 15", South 70 degrees East, 34 links; thence South 6 degrees East, 20.50 chains to a stone from which stands a poplar 36" South 4 degrees West, 10 links; thence South 78 degrees West, 15 chains to a point from which stands a sycamore 14" North 28 degrees East, 70 links; thence North 16 degrees East, 6 chains to South bank of Creek; thence North 29 degrees East, 5.40 chains to a stone; thence 51-1/2 degrees East, 11.50 chains to the point of beginning, all of the above and foregoing described tracts of land in Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, in UNION COUNTY, ILLINOIS.

Parcel D: A parcel of land located in the West Half of Southeast Quarter of Section 29, Township 13 South, Range 1 West of the Third Principal Meridian, described as follows: Beginning at a stone marking the Southeast corner of said West Half of Southeast Quarter and section aforesaid; thence North along the East line of the said West Half aforesaid, 1800 feet to a point; thence in a Southwesterly direction deflecting 109 degrees to the left 356.5 feet to an iron pipe; thence Southeasterly 1810 feet to a point in the South line of said Section 29, which point is 17 feet West of the point of beginning, thence East along the South line of said Section, 17 feet to the point of beginning, and beginning at the Northwest corner of the Southeast Quarter of said Section 29, Township and Range aforesaid, thence East along the North line of said Southeast Quarter to the Northeast corner of said West Half of said Southeast Quarter; thence South along the East line of said West Half of said Southeast Quarter a distance of 840 feet; thence in a Southwesterly direction deflecting 109 degrees to the left 525 feet to a point; thence in a Westerly direction 840 feet to a point on the West line of the West half of said Southeast Quarter, which said point being 1000 feet South of the Northwest corner of said Southeast Quarter; thence north along the West line of said Southeast Quarter a distance of 1000 feet to the point of beginning, excepting therefrom as follows: Beginning at the Northwest corner of said Southeast Quarter and running South on the West line of said Southeast Quarter a distance of 89 rods to a point; thence east a distance of 12 rods to a point; thence Northeasterly a distance of 89 rods to a point 24 rods East of said Northwest corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter a distance of 24 rods to the place of beginning, in UNION COUNTY, ILLINOIS.

Parcel E: Also the West Half of the Northeast Quarter and the Southeast Quarter of Northeast Quarter, excepting from said Southeast Quarter of the Northeast Quarter, a two acre square parcel of land situated in the Southeast corner thereof, all in Section 29, Township 13 South, Range 1 West of the Third Principal Meridian, in UNION COUNTY, ILLINOIS.

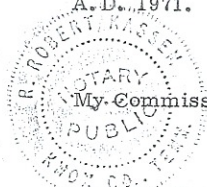
Parcel F: Also the Southwest Quarter of the Southeast Quarter of Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, situated in UNION COUNTY, ILLINOIS.

Parcel G: A part of the Northwest Quarter of the Southwest Quarter described as follows: Beginning at the half mile corner of Sections 19 and 20, thence South 5 degrees east along section line 18.88 chains to a stake, thence north $56\frac{1}{2}$ degrees east 12.50 chains to a stake, thence northwestwardly 200 feet to a point; thence West 178 feet to a point; thence south 200 feet to a point thence eastwardly 178 feet to the point of beginning situated in Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, situated in the County of Union, in the State of Illinois.

STATE OF TENNESSEE) BOOK 12 PAGE 143
COUNTY OF KNOX) SS:

I, R. ROBERT KASSEN, a Notary Public,
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
R. E. Sansom, personally known to me to be the President of the American
Zinc Company, a corporation, and Arthur E. S. Schmid, personally known to
me to be the Secretary of said corporation, and personally known to me to be
the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such
President and Secretary, they signed and delivered the same instrument as
President and Secretary of said corporation, and caused the corporate seal
of said corporation to be affixed thereto, pursuant to authority, given by the
Board of Directors of said corporation as their free and voluntary act, and as
the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and seal this 27th day of NOVEMBER,
A.D., 1971.



R. Robert Kassen
Notary Public.

My Commission Expires: 10-25-75

STATE OF Tennessee)
COUNTY OF KNOX) SS:

I,
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
R. L. Hommabach, personally known to me to be the President
American Smelting and Refining Company, a corporation, and A. J. G. Noeppel, Jr.
personally known to me to be the Secretary of said corporation, and
personally known to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person and severally acknow-
ledged that as such President and Secretary of said corporation
they signed and delivered the same instrument as President and
Secretary of said corporation, and caused the corporate seal of said corporation
to be affixed thereto, pursuant to authority, given by the Board of Directors of
said corporation as their free and voluntary act, and as the free and voluntary act
and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29 day of November,
A.D., 1971.



Arthur E. S. Schmid
Notary Public.

My Commission Expires: Jan. 26, 1974

ASSIGNMENT OF LEASEHOLD ESTATE

WHEREAS, a Leasehold Estate was created by Indenture of Lease, dated May 9, 1963, entered into between Waldo H. Wright and Freda J. Wright, husband and wife, Leslie W. Wright and Margie Wright, husband and wife, Robert Wright and Ernestine Wright, husband and wife, as Lessors, and American Limestone Company, a Maine corporation as Lessee, and Indenture of Lease being duly recorded in the Office of the Recorder of Deeds, Union County, Illinois on August 24, 1964, in Volume 10, pages 315 through 328, and

WHEREAS, American Limestone Company and American Zinc Company, a Maine corporation, merged with each other effective December 31, 1966 and by reason thereof American Zinc Company became the surviving company and thereby succeeded to all of American Limestone's right title and interest in such lease, and

WHEREAS, the Lessors in said Indenture of Lease, dated May 9, 1963, entered into a Lease Modification Agreement with American Zinc Company, dated May 25, 1967, said Lease Modification Agreement being duly recorded in the office of the Recorder of Deeds, Union County, Illinois on June 12, 1967, in Book 11, pages 650 through 653, and

WHEREAS, ASARCO, Inc. is the successor in interest to American ~~WHEREAS, the name of American Zinc Company has changed to Zinc Company,~~ *ASARCO, Inc.* and ASARCO, INC. is now the owner and holder of said

Lease and Leasehold Estate created thereby, and

WHEREAS, Columbia Quarry Company, a Missouri corporation, having its principal office at Route 158, P.O. Box 128, Columbia, Illinois is desirous of assuming the obligations of and securing the benefits of ASARCO, Inc. in said Leasehold Estate, and ASARCO, Inc. is willing that it so do.

STATE OF ILLINOIS }
UNION COUNTY }
This instrument was filed for record

5757
DEC 16 1982

at 8:40 o'clock A.M., and
recorded in Vol. 46 page 106-10

Fred W. Blaylock
County Clerk & ex-officio Recorder of Deeds

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, ASARCO, Inc. does hereby sell, assign, transfer, set over and convey unto Columbia Quarry Company, a Missouri corporation, all its right, title and interest in and to the aforesaid Leasehold Estate, as described in the aforesaid Indenture of Lease and the aforesaid Lease Modification Agreement, which are recorded as aforesaid in the Office of the Recorder of Deeds of Union County, Illinois, and which are incorporated herein by reference thereto for a term of years commencing from the date hereof and extending until all merchantable limestone is removed from the premises comprising said Leasehold Estate, said premises being situated in the County of Union, State of Illinois and described in Exhibit "A" attached hereto and incorporated herein by reference thereto; ASARCO, Inc. does by these presents further warrant that it is the owner and holder of said Lease and Leasehold Estate created by said Indenture of Lease as modified by Lease Modification Agreement as hereinbefore described and that said Lease is in full force and effect as between ASARCO, Inc. and Lessors as of the date hereof with no encumbrances on said Leasehold Estate.

Columbia Quarry Company in consideration therefor does by these presents accept the assignment and transfer of such Leasehold Estate and agrees to perform all the terms and conditions thereof to be performed by ASARCO, Inc. and shall be entitled to all of the benefits to accrue to ASARCO, Inc. as provided for in said Indenture of Lease and Modification Agreement as hereinbefore described.

IN WITNESS WHEREOF the parties hereto have executed this Assignment of Leasehold Estate this 15TH day of April, 1982.

ASARCO, INC.

BY: [Signature]
R. J. KUPSCH
Vice President of Mining

ATTEST:

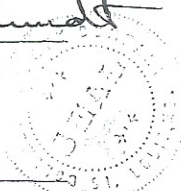
[Signature]
Assistant Secretary

COLUMBIA QUARRY COMPANY

BY: [Signature]
Vice President

ATTEST:

[Signature]
Asst. Secretary



STATE OF ILLINOIS
County of MONROE ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that John F. Schmidt, personally known to me to be the Vice President of the Columbia Quarry Company, a Corporation, and Carl Unverfehrt, personally known to me to be the Assistant Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument of writing as Vice President and Assistant Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this
14th day of April, A. D. 1982

J. S. Brown
Comm. Expires 6-20-85

STATE OF New York }
County of New York } ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that R. J. Kupsch, personally known to me to be the Vice President of the ASARCO, INC., a Corporation, and F. J. Goldthwait, personally known to me to be the Assistant Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument of writing as Vice President and Assistant Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this
16th day of April, A. D. 1982

Anna T. Lund
ANNA T. LUND
Notary Public, State of New York
No. 24-2613235
Qualified in Kings Co.
Cert. Filed in New York Co.
Commission Expires March 30, 1982

EXHIBIT "A" TO
ASSIGNMENT OF LEASEHOLD
BY ASARCO, INC. TO
COLUMBIA QUARRY COMPANY

Parcel A: A part of the Southeast Quarter of Section 19, Township 13 South, Range 1 West of the Third Principal Meridian, bounded as follows, to-wit: Commencing at the Northeast corner of said quarter section running 160 rods West to the half mile corner; thence South to the half mile corner; thence East 133 rods to an ironwood 4 inches in diameter; thence North 97 rods to a black walnut, thence east to the Section line to a rock; thence North to the place of beginning, containing 145 acres more or less except a one-half acre of ground on which there is now a graveyard, and also except the Tale Race to mill known as Brooks Mill, and also except a part of the Southeast Quarter of the Southeast Quarter of said Section 19, bounded as follows, to-wit: Beginning at the Southwest corner of said quarter section of land, thence East with the Section line dividing Sections 19 and 30, 53 rods to a corner on ironwood 4 inches in diameter; thence North with a certain line with a tract of land owned by Syrian Davis in Dec. 1860, 42 rods to a stake on the bank of Mill Creek; thence due West 16 rods to a stake; thence Southwest to the place of beginning, containing 9 acres more or less. (The said nine acres more or less was conveyed by deed bearing date December 13th, 1860 by John Rhinehart and Cynthia Jane Rhinehart, his wife, to John Hileman, said deed recorded in Book 18, page 259 and 260 in the Recorder's Office of Union County, situated in Union County, Illinois; EXCEPTING from all of the above a parcel of land lying in the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 19, Township 13 South, Range 1 West of the Third Principal Meridian described as follows: Beginning at a point where the west line of the Public Gravel Road intersects the North line of said quarter quarter; thence West along the North line of said quarter quarter a distance of 100 feet to a point; thence South parallel to West line of said quarter quarter a distance of 200 feet to a point; thence East parallel to the North line of said quarter quarter a distance of 100 feet, more or less, to the West line of said Public Gravel Road, thence North along the west line of said Public Gravel Road, a distance of 200 feet to the point of beginning.

Parcel B: A part of the West Half of Southwest Quarter of Section 20, Township 13 South, Range 1 West of Third Principal Meridian beginning at the Southwest corner of Section 20; thence North 86-1/2 degrees East (along the Section line) 20 chains; thence North 4 degrees West, 7.92 chains, thence South 77 degrees West 15 chains, thence North 9 degrees West, 6 chains thence North 28-1/2 degrees East 5.40 chains, thence North 49 degrees East 14 chains thence North 4 degrees West, .50 chains thence South 59-1/4 degrees West 9.88 chains thence South 56-1/2 degrees West 13.33 chains to the Section line and thence South with said Section line to the place of beginning. Also a part of the same quarter section beginning 18.68 chains North of the Section corner; thence North 4 degrees West, 3.60 chains to the South line of private road; thence North 56-1/2 degrees East, 12.50 chains thence South 4 degrees East 3.60 chains thence South 56-1/2 degrees West 12.50 chains to the place of beginning. Also a part of the Southeast Quarter of Section 19 in the same Township and Range, beginning at the Southeast corner of said Section 19 and running thence North on East line of said Section, 24.37 chains then South 88 degrees West 6.4 chains thence South parallel with East line of Section, 24.37 chains to the line of said Section, thence North 88 degrees East 6.75 chains to the place of beginning. Also a part of the same quarter section beginning at the Southwest corner of the Southeast Quarter of Southeast Quarter, thence East with the Section line 13.25 chains thence North 4 degrees West, 10.50 chains thence West parallel with the South line of Section, 4 chains thence in a southwesterly direction about 14 chains to the place of beginning, situated in UNION COUNTY, ILLINOIS.

Parcel C: The East Half of the Northwest Quarter; and the East Half of the Southwest Quarter; and the Northwest Quarter of the Southeast Quarter; and part of the Northwest Quarter of Southwest Quarter described as follows: Commencing at a corner between W. P. Avitt, E. Poole, and G. W. Fink, running Northeast on said line, between said G. W. Fink and E. Poole, 2 rods; thence Southwest on a line parallel with said E. Poole and W. P. Avitt to the Cairo Road. Also part of the West Half of the Southwest Quarter, bounded as follows: beginning at a point 4.50 chains East of the Half mile corner of Sections 19 and 20, Township 13 South, Range 1 West of the Third Principal Meridian, thence North 85 degrees East 15.90 chains to quarter corner; thence South 6 degrees East 11.50 chains to North bank of Creek; thence South 62 degrees West, 9.88 chains to a stake; thence South 57 degrees West, 88 links to a stake; thence North 4-3/4 degrees West, 3.30 chains; thence North 31-3/4 degrees West, 14.59 chains to the place of beginning, and beginning at a point 12 chains South of the Northeast corner of the Northwest Quarter of Southwest Quarter of said Section 20, Township and Range aforesaid, from which stands a Beech tree 15", South 70 degrees East, 34 links; thence South 6 degrees East, 20.50 chains to a stone from which stands a poplar 36" South 4 degrees West, 10 links; thence South 78 degrees West, 15 chains to a point from which stands a sycamore 14" North 28 degrees East, 70 links; thence North 16 degrees East, 6 chains to South bank of Creek; thence North 29 degrees East, 5.40 chains to a stone; thence 51-1/2 degrees East, 11.50 chains to the point of beginning, all of the above and foregoing described tracts of land in Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, in UNION COUNTY, ILLINOIS.

Parcel D: A parcel of land located in the West Half of Southeast Quarter of Section 29, Township 13 South, Range 1 West of the Third Principal Meridian, described as follows: Beginning at a stone marking the Southeast corner of said West Half of Southeast Quarter and section aforesaid; thence North along the East line of the said West Half aforesaid, 1800 feet to a point; thence in a Southwesterly direction deflecting 109 degrees to the left 356.5 feet to an iron pipe; thence Southeasterly 1810 feet to a point in the South line of said Section 29, which point is 17 feet West of the point of beginning, thence East along the South line of said Section, 17 feet to the point of beginning, and beginning at the Northwest corner of the Southeast Quarter of said Section 29, Township and Range aforesaid, thence East along the North line of said Southeast Quarter to the Northeast corner of said West Half of said Southeast Quarter; thence South along the East line of said West Half of said Southeast Quarter a distance of 640 feet; thence in a Southwesterly direction deflecting 109 degrees to the left 523 feet to a point; thence in a Westerly direction 840 feet to a point on the West line of the West half of said Southeast Quarter, which said point being 1000 feet South of the Northwest corner of said Southeast Quarter; thence north along the West line of said Southeast Quarter a distance of 1000 feet to the point of beginning, excepting therefrom as follows: Beginning at the Northwest corner of said Southeast Quarter and running South on the West line of said Southeast Quarter a distance of 89 rods to a point; thence east a distance of 12 rods to a point; thence Northeasterly a distance of 89 rods to a point 24 rods East of said Northwest corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter a distance of 24 rods to the place of beginning, in UNION COUNTY, ILLINOIS.

Parcel E: Also the West Half of the Northeast Quarter and the Southeast Quarter of Northeast Quarter, excepting from said Southeast Quarter of the Northeast Quarter, a two acre square parcel of land situated in the Southeast corner thereof, all in Section 29, Township 13 South, Range 1 West of the Third Principal Meridian, in UNION COUNTY, ILLINOIS.

Parcel F: Also the Southwest Quarter of the Southeast Quarter of Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, situated in UNION COUNTY, ILLINOIS.

Parcel G: A part of the Northwest Quarter of the Southwest Quarter described as follows: Beginning at the half mile corner of Sections 19 and 20, thence South 5 degrees east along section line 18.88 chains to a stake, thence north 56 1/2 degrees east 12.50 chains to a stake, thence northwesterly 200 feet to a point; thence West 178 feet to a point; thence south 200 feet to a point thence eastwardly 178 feet to the point of beginning situated in Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, situated in the County of Union, in the State of Illinois.

LEASE MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 15th day of April, 1982, by and between Freda J. Wright, widow of Waldo M. Wright, deceased, Leslie W. Wright and Margie Wright, his wife, and Robert Wright and Ernestine Wright, his wife, hereinafter referred to as "Lessors", and Columbia Quarry Company, a Missouri corporation, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, a Leasehold Estate was created by Indenture of Lease dated May 9, 1963, entered into between Waldo H. Wright and Freda J. Wright, husband and wife, Leslie W. Wright and Margie Wright, husband and wife, Robert Wright and Ernestine Wright, husband and wife, as Lessors, and American Limestone Company, a Maine corporation, as Lessee, which Indenture of Lease was duly recorded in the Office of the Recorder of Deeds, Union County, Illinois, on August 24, 1964 in Volume 10, pages 315 through 328, and which is hereinafter referred to as "Indenture of Lease"; and,

WHEREAS, American Limestone Company and American Zinc Company, a Maine corporation, merged with each other effective December 31, 1966, and by reason thereof American Zinc Company became the surviving company and thereby succeeded to all of American Limestone's right, title and interest in such lease; and,

WHEREAS, the Lessors in said Indenture of Lease dated May 9, 1963, entered into a Lease Modification Agreement with American Zinc Company dated May 25, 1967, which Lease Modification Agreement was duly recorded in the office of the Recorder of Deeds, Union County, Illinois, on June 12, 1967 in Book 11, pages 650 through 653, and which is hereinafter referred to as "Lease Modification Agreement"; and,

WHEREAS, the name of American Zinc Company has been changed to ASARCO, Incorporated, and ASARCO, Incorporated, is now the owner and holder of said Lease and Leasehold Estate previously referred to herein; and,

WHEREAS, ASARCO, Inc. sold, assigned, transferred, set over and conveyed unto Columbia Quarry Company, a Missouri corporation, all of its right, title and interest in and to the aforesaid Leasehold Estate, as described in the aforesaid Indenture of Lease and the aforesaid Lease Modification Agreement and in and to all its right, title and interest under said Indenture of Lease and Lease Modification Agreement on April 15, 1982 by an Assignment of Leasehold Estate which is recorded in the Office of the Recorder of Deeds of the County of Union of the State of Illinois; and,

WHEREAS, the aforesaid Lessors and Lessee desire to modify and supplement the aforesaid Indenture of Lease.

NOW, THEREFORE, Lessors and Lessee hereby mutually agree that Article VII of the Indenture of Lease is hereby amended to read as follows:

ARTICLE VII

Lessee agrees to pay Lessors a base royalty of five cents for each ton of 2000 pounds of limestone mined or quarried on the Demised Premises and shipped to a purchaser. Lessee agrees to pay Lessors an additional royalty on all limestone mined or quarried on the Demised Premises and shipped to a purchaser for which the selling price received by Lessee, f.o.b. the quarry, is in excess of \$2.00 per ton, such additional royalty to be 10% of the amount of such selling price, f.o.b. the quarry, in excess of \$2.00, but such additional royalty shall not exceed 10 cents per ton. The base royalty and the additional royalty, if any, shall be payable quarterly on or before the 25th day following the end of each calendar quarter. Further, Lessee shall pay to Lessors the sum of \$5,000.00 for each calendar year this lease remains in effect, which sum shall be credited to the amount of royalties due and payable to Lessors by Lessee in said calendar year, if any.

It is further agreed by the Lessors and the Lessee that all other provisions of the Indenture of Lease, as changed by the previous Lease Modification Agreement, are to remain in full force and effect, except as herein specifically changed, and said Indenture of Lease and previous Lease Modification Agreement are hereby ratified and confirmed, except as expressly changed by this Lease Modification Agreement.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals and Lessee has caused this instrument to be executed this 15th day of April, 1982.

Frieda J. Wright
Frieda J. Wright

Leslie W. Wright
Leslie W. Wright

Margie Wright
Margie Wright

Robert Wright
Robert Wright

Ernestine Wright
Ernestine Wright

COLUMBIA QUARRY COMPANY

By: John F. Schmidt
VP. & TREAS.

Attest:

Carl A. Humphreys
Atty. Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF ST. CLAIR)

BOOK 46 PAGE 114

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Freda J. Wright, widow of Waldo H. Wright, deceased, Leslie W. Wright and Margie Wright, his wife, and Robert Wright and Ernestine Wright, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notary seal this 15TH day of April, 1982.

John F. Schmidt
Notary Public

My commission expires 2-9-85

STATE OF ILLINOIS }
County of St. Clair } ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____
John F. Schmidt, personally known to me to be the Vice President of the
Columbia Quarry Company, a Corporation,
and Carl A. Unverfehrt, personally known to me to be the Assistant
Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument of writing as Vice President and Assistant Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notary seal, this
14 day of April, A. D. 1982.

J. F. Schmidt
My Comm. expires 2-9-85

STATE OF ILLINOIS }
UNION COUNTY } ss.
This instrument was filed for record

5758
DEC 16 1982
at 8:41 o'clock A M., and
recorded in Vol. 46 page 111-14

Fred W. Blaylock
County Clerk & ex-officio Recorder of Deeds

2007R1303

BOBBY TOLER
UNION COUNTY RECORDER
JONESBORO, ILLINOIS
RECORDED ON
05/16/2007 11 03 12AM

REC FEE: 35 00
RHSP FEE: 10.00
TOTAL \$45.00
PAGES: 9
BOOK/PAGE 289/104-112

STATE OF ILLINOIS)
COUNTY OF UNION)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Wright Lease)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of this 4th day of May, 2007, by and between Vulcan Construction Materials, LP, a Delaware limited partnership ("Assignor"), and Fort Payne Quarry, LLC (a/k/a Fort Payne Quarry, LLC), an Illinois limited liability company ("Assignee")

WITNESSETH

WHEREAS, a leasehold estate was created by Indenture of Lease (the "Lease") entered into by Waldo M. Wright and Frieda J. Wright, husband and wife, Leslie W. Wright and Margie Wright, husband and wife, Robert Wright and Ernestine Wright, husband and wife, as Lessors, and American Limestone Company, a Maine corporation, as Lessee, dated May 9, 1963 and recorded August 24, 1964 in Volume 10, Page 315 of the real property records of Union County, Illinois covering the real property more particularly described in Exhibit A attached hereto,

WHEREAS, American Limestone Company, a Maine corporation, merged into American Zinc Company, a Maine corporation, on December 31, 1966, and by reason thereof American Zinc Company became the surviving corporation and thereby succeeded to all of American Limestone Company's right, title and interest to the Lease,

WHEREAS, on May 25, 1967, American Zinc Company, Waldo M. Wright and Frieda J. Wright, husband and wife, Leslie W. Wright and Margie Wright, husband and wife, and Robert Wright and Ernestine Wright, husband and wife, entered into a Lease Modification Agreement which was recorded at Volume 11, Page 650 of the real property records of Union County, Illinois on June 12, 1967, and which included additional real property to the "demised premises" under the Lease;

WHEREAS, on December 5, 1971 an Assignment of Leasehold Estate from American Zinc Company to American Smelting and Refining Company, a New Jersey

corporation, was recorded in Book 12, Page 139 of the real property records of Union County, Illinois,

WHEREAS, American Smelting and Refining Company changed its name to ASARCO, INC ;

WHEREAS, ASARCO, INC assigned its right, title and interest in the Leasehold Estate to Columbia Quarry Company ("Columbia"), a Missouri corporation, pursuant to that certain Assignment of Leasehold Estate dated April 15, 1982 and recorded at Volume 46, Page 106 of the real property records of Union County, Illinois on December 16, 1982;

WHEREAS, on April 15, 1982, a Lease Modification Agreement was entered into by Frieda Wright, widow of Waldo M Wright, deceased, Leslie W Wright and Margie Wright, his wife, and Robert Wright and Ernestine Wright, his wife, and Columbia, which was recorded at Volume 46, Page 111 of the real property records of Union County, Illinois on December 16, 1982, and which amended the royalty payment provided for in the Lease,

WHEREAS, pursuant to an Assignment and Assumption Agreement, dated as of May 19, 1998, by and between Columbia, as assignor, and Vulcan Materials Company ("VMC"), a New Jersey corporation, as assignee, as recorded May 22, 1998, at Volume 156, Pages 616-628 of the real property records of Union County, Illinois, Columbia assigned to VMC all of Columbia's right, title and interest in and to the Lease,

WHEREAS, pursuant to an Assignment of Lease dated December 31, 1999, by and between VMC, as assignor, and Assignor, as assignee, as recorded July 17, 2000, at Volume 183, Pages 669-676 of the real property records of Union County, Illinois, VMC assigned to Assignor all of VMC's right, title and interest in and to the Lease,

WHEREAS, pursuant to that certain Amended and Restated Agreement for Exchange of Machinery and Equipment and Purchase of Real Property and Other Assets (the "Purchase Agreement"), dated May 4, 2007, by and among Assignor, Assignee, Covington Stone Company, a Delaware corporation, Shakespeare Oil Company, Inc , an Illinois corporation, and Vulcan Lands, Inc , a New Jersey corporation, Assignor agreed to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee agreed to assume Assignor's liabilities and obligations under the Lease,

WHEREAS, Assignor now desires to evidence the assignment of all of Assignor's right, title and interest in and to the Lease to Assignee; and

WHEREAS, Assignee now desires to evidence the assumption of Assignor's liabilities and obligations under the Lease;

NOW THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows

Section 1. Defined Terms Capitalized terms not defined herein shall have the respective meanings given in the Purchase Agreement

Section 2. Assignment As of the Effective Time, Assignor hereby assigns, grants, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Lease

Section 3. Assumption As of the Effective Time, Assignee hereby assumes and agrees to pay, perform and discharge, as they become due, Assignor's obligations pursuant to such Lease

Section 4 Further Assurances Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the Lease Assignee shall from time to time after the date hereof at the request of Assignor and without further consideration execute and deliver to Assignor such additional instruments of conveyance in addition to this Assignment as Assignor shall reasonably request to evidence more fully the assumption by Assignee of Assignor's liabilities and obligations under the Lease

Section 5 Governing Law This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without reference to its choice of law rules

Section 6 Successors and Assigns All of the terms and provisions of this Agreement will be binding upon Assignor and its successors and assigns and will inure to the benefit of Assignee and its successors and assigns

Section 7 Purchase Agreement Nothing in this Assignment shall alter any liability or obligation of Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Lease

[Signatures on the following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the day and year first above written

ASSIGNOR

VULCAN CONSTRUCTION MATERIALS, LP

By Vulcan Materials Company
Its General Partner

ATTEST

By [Signature]
Its Assistant Secretary

By [Signature]
Name Sherman L. Switts
Title Vice Pres Sales & Bus. Dev.

ASSIGNEE

FT PAYNE QUARRY, LLC

By Covington Stone Company
Its Manager

ATTEST

By [Signature]
Its Secretary

By [Signature]
Name Bryan T. Hood
Title President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Terrie A Sadberry, do hereby certify that Sherman L. Suttts, personally known to me to be the Vice President of Sales of Vulcan Materials Company, a New Jersey corporation and the general partner of Vulcan Construction Materials, LP ("VCM"), a Delaware limited partnership, and Jerry F Perkins, Jr, personally known to me to be the Assistant Secretary of VCM, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President of Sales of the general partner of VCM and Assistant Secretary of VCM, they signed and delivered the said instrument as Vice President of Sales of the general partner of VCM and Assistant Secretary of said limited partnership, and caused the seal of said limited partnership to be affixed thereto, pursuant to authority, given by the general partner of said limited partnership as their free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth

Given under my hand and official seal, this 4th day of May, 2007.



Terrie A. Sadberry
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Terrie A Sadberry, do hereby certify that Bryan T. Hood, personally known to me to be the President of Covington Stone Company, a Delaware corporation and the Manager of Ft Payne Quarry, LLC ("FPQ"), an Illinois limited liability company, and Rebecca S Weber, personally known to me to be the Secretary of FPQ, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President of the manager of FPQ and Secretary of FPQ, they signed and delivered the said instrument as President of the manager of FPQ and Secretary of said limited liability company, and caused the seal of said limited liability company to be affixed thereto, pursuant to authority, given by the manager of said limited liability company as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of May, 2007



Terrie A. Sadberry
Notary Public

My Commission Expires 07-13-2009

EXHIBIT A

(See attached)

PROPERTY OF UNION COUNTY, IL

Parcel 1: A part of the Southeast Quarter (SE 1/4) of Section Nineteen (19) Township Thirteen (13) South, Range One (1) West of the Third Principal Meridian, bounded as follows, to-wit: Commencing at the Northeast corner of said quarter quarter section running 160 rods West to the half mile corner; thence South to the half mile corner; thence East 133 rods to an Ironwood 4 in. in diameter; thence North 97 rods to a black walnut; thence east to the Section line to a rock; thence North to the place of beginning, containing 145 acres, more or less, except a one-half acre of ground on which there is now a grave yard, and also except the Tale Race to mill known as Brooks Mill, and also except a part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 19, bounded as follows, to-wit: Beginning at the Southwest corner of said quarter Section of land, thence East with the Section line dividing Section 19 and 30, 53 rods to a corner on Ironwood 4 in. in diameter; thence North with a certain line with a tract of land owned by Syrian Davis in Dec. 1860, 42 rods to a stake on the bank of Mill Creek; thence due West 16 rods to a stake; thence Southwest to the place of beginning. (The said nine acres more or less was conveyed by deed bearing date December 13th, 1860, by John Rhinehart and Cynthia Jane Rhinehart, his wife, to John Hileman, said deed is recorded in Book 18 on pages 259 and 260 in the Recorder's Office of Union County, Illinois. Situated in the vicinity of Jonesboro, County of Union and State of Illinois.

Parcel 2: A part of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty (20) Township Thirteen (13) South, Range One (1) West of the Third Principal Meridian, beginning at the Southwest corner of Section 20; thence North 86 1/2 degrees East (along the Section line) 20 chs; thence N 4 degrees W, 7.92 chs. thence N 77 degrees W 15 chs. thence N 9 degrees W, 6 chs. thence N 28 1/2 degrees E 5.40 chs. thence N 49 degrees E 14 chs. thence N 4 degrees W, .50 chs. thence S 59 1/4 degrees W 9.88 chs. thence S 56 1/2 degrees W 13.33 chs. to the Section line and thence South with said Section line to the place of beginning. Also a part of the same quarter section beginning 18.68 chs. North of the Section corner; thence N 4 degrees W, 3.60 chs. to the South line of private road; thence N 58 1/2 degrees E, 12.50 chs. thence S 4 degrees E, 3.60 chs. thence S 56 1/2 degrees W 12.50 chs. to the place of beginning, containing 4.06 acres, more or less. Also a part of the Southeast Quarter (SE 1/4) of Section 19 in the same Township and Range, beginning at the Southeast corner of said Section 19 and running thence North on East line of said Section, 24.37 chs. thence South 88 degrees W, 6.4 chs. thence South parallel with East line of Section, 24.37 chs. to the line of said Section, thence N 88 degrees E 6.75 chs. to the place of beginning. Also a part of the same quarter section beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter, thence East with the Section line 13.25 chs. thence N 4 degrees W, 10.50 chs. thence West parallel with the South line of Section, 4 chs. thence in a southwesterly direction about 14 chs to the place of beginning, situated in the County of Union, in the State of Illinois

Parcel 3. The East Half (E 1/2) of the Northwest Quarter (NW 1/4); and the East Half (E 1/2) of the Southwest Quarter (SW 1/4); and the Northwest Fourth (NW 1/4) of the Southeast Quarter (SE 1/4); and part of the Northwest Fourth (NW 1/4) of the Southwest Quarter, described as follows: Commencing at a corner between W. P. Avitt, E. Poole and G W Fink, running Northeast on said line, between said G.W. Fink and E. Poole, 2 rods; thence Southwest on a line parallel with said E. Poole and W.P. Avitt to the Cairo Road. Also part of the West Half (W 1/2) of the Southwest Quarter (SW 1/4), bounded as follows: Beginning at a point 4.50 chains East of the Half mile corner of Sections 19 and 20 in Township 13 South, Range 1 West of the 3rd P.M., thence N 85 degrees E 15.90 chs. to quarter corner; thence S 6 degrees E, 11.50 chs to North bank of Creek; thence S 62 degrees W 9.88 chs to a stake, thence S 57 degrees W 88 links to a stake; thence N 4 3/4 degrees W 3.30 chs.; thence N 31 3/4 degrees W 14.59 chs. to the place of beginning, and beginning at a point 12 chains South of the Northeast corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section 20, Township and Range aforesaid, from which stands a Beech tree 15", S 70 degrees E 34 links; thence S 6 degrees E 20.50 chs. to a stone from which stands a poplar 36"; S 4 degrees W 10 links; thence S 78 W 15 chs. to a point from which stands a sycamore 14" N 28 degrees E 70 links; thence N 16 degrees E 6 chs to South bank of creek, thence N 29 degrees E 5.40 chs to a stone; thence 51 1/2 degrees E 11.50 chs. to the point of beginning; all of the above and foregoing described tracts of land in Section 20, Township 13 South, Range 1 West of the 3rd P.M., situated in the County of Union and State of Illinois.

Parcel 4: A parcel of land located in the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 29, Township 13, South, Range 1 West of the 3rd P.M. described as follows: Beginning at a stone marking the Southeast corner of the said West Half (W 1/2) of the Southeast Quarter (SE 1/4) and Section aforesaid; thence North along the East line of the said West Half (W 1/2) aforesaid, 1800 feet to a point, thence in a Southwesterly direction deflecting 109 degrees to the left 356.5 feet to an iron pipe, thence Southeasterly 1810 feet to a point in the South line of said Section 29, which point is 17 feet West of the point of beginning, thence East along the South line of said Section, 17 feet to the point of beginning, and beginning at the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 29, Township and Range aforesaid, thence East along the North line of said Southeast Quarter (SE 1/4) to the Northeast corner of said West Half (W 1/2) of the Southeast Quarter (SE 1/4); thence South along the East line of said West Half (W 1/2) of said Southeast Quarter (SE 1/4) a distance of 840 feet; thence in a Southwesterly direction deflecting 109 degrees to the left 525 feet to a point; thence in a Westerly direction 840 feet to a point on the West line of the West Half (W 1/2) of said Southeast Quarter (SE 1/4); which said point being 1000 feet South of the Northwest corner of said Southeast Quarter (SE 1/4); thence North along the West line of said Southeast Quarter (SE 1/4) a distance of 1000 feet to the point of beginning, excepting therefrom as follows. Beginning at the Northwest corner of said Southeast Quarter (SE 1/4) and running South on the West line of said Southeast Quarter (SE 1/4) a distance of 89 rods to a point; thence East a distance of 12 rods to a point; thence Northeasterly a distance of 89 rods to a point 24 rods East of the said Northwest corner of said Southeast Quarter (SE 1/4); thence West along the North line of said Southeast Quarter (SE 1/4) a distance of 24 rods to the place of beginning, situated in Union County, Illinois.

Parcel 5: Also the West Half (W 1/2) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), excepting from said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), a two acre square parcel of land, situated in the

Southeast corner thereof, all in Section 29 Township 13 South, Range 1 West of the 3rd P.M., situated in Union County, Illinois.

Parcel 6. Also the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty (20) Township Thirteen (13) South, Range One (1) West of the Third Principal Meridian, County of Union and State of Illinois.

Parcel 7. A part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) described as follows Beginning at the Half mile corner of Sections Nineteen (19) and Twenty (20), thence South 5 degrees east along section line 18.88 chains to a stake, thence North 56 1/2 degrees East 12.50 chains to a stake, thence Northwestwardly 200 feet to a point; thence West 178 feet to a point; thence South 200 feet to a point; thence Eastwardly 178 feet to the point of beginning, situated in Section 20, Township 13 South, Range 1 West of the Third Principal Meridian, situated in the County of Union and State of Illinois.

PROPERTY OF UNION COUNTY

11

22440

JULIE SAUERBRUNN
PULASKI COUNTY CLERK & RECORDER
MOUND CITY, IL
RECORDED ON
06/29/2007 03:26:53PM
BOOK/PAGE:249/280
REC FEE: 32.00
PAGES: 6

PLACE OF NAME CHANGE

Prepared by:

Craig R. Hedin
Attorney at Law
P.O. Drawer C
Vernon, Illinois 62864

NOTICE OF NAME CHANGE

This Notice of Name Change is made this 22nd day of May, 2007, concerning the change of name from FT. PAYNE QUARRY, LLC, (with an assumed name of Shawnee Stone) to SHAWNEE STONE, LLC.

Notice is hereby given of the filing of the following documents with the Illinois Secretary of State's Office:

Application to cancel assumed name filed February 10, 2007, in File #0035-133-4 stating that Ft. Payne Quarry, LLC, intended to cease transacting business under the assumed name of Shawnee Stone.

Articles of amendment filed May 10, 2007, in File #0035-133-4 stating that effective May 10, 2007, the name of Ft. Payne Quarry, LLC, was changed to Shawnee Stone, LLC.

This notice is given to provide record notice to all interested parties of the cancellation of assumed name and the change of name as aforesaid.

Copies of the application to cancel and articles of amendment are attached hereto.

DATED the day and year above written.

SHAWNEE STONE, LLC
BY COVINGTON STONE COMPANY,
ITS MANAGER

By Bryan T. Hood
Bryan T. Hood, President

STATE OF ILLINOIS)
) SS
COUNTY OF Marion)

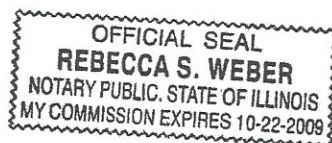
I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that BRYAN T. HOOD, personally known to me to be the President of COVINGTON STONE COMPANY AS MANAGER OF SHAWNEE STONE LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President, he signed and delivered the said instrument of writing as President of said limited liability company, pursuant to authority given by the members of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and seal this 22nd day of May, 2007.

Rebecca S. Weber
Notary Public

My Commission Expires:

10-22-2009



Form **LLC-1.20**

July 2005

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
Room 351 Howlett Building
501 S. Second St.
Springfield, IL 62756
www.cyberdriveillinois.com

Payment must be made by business
firm check payable to Secretary of
State. (If check is returned for any
reason this filing will be void.)

**Illinois
Limited Liability Company Act**

Application to Adopt, Change, Cancel
or Renew an Assumed Name

Filing Fee - see note on reverse side

SUBMIT IN DUPLICATE

Must be typewritten

This space for use by Secretary of State.

Filing Fee: \$ 100

Approved: jd

FILE # 00351334

This space for use by Secretary of State.

FILED

MAY 10 2007

**JESSE WHITE
SECRETARY OF STATE**

1. Limited Liability Company Name: Ft. Payne Quarry, LLC
2. State or Country under the laws of which the company is organized: (check one)
☒ Illinois (domestic) ☐ Foreign (specify): _____
3. Date organized (if an Illinois Limited Liability Company) or date authorized to transact business in Illinois (if a foreign Limited Liability Company): January 1, 2000
4. TO ADOPT: (a) The Limited Liability Company intends to adopt and transact business under the assumed name of: _____
 (b) The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until _____, 20____, the first day of the company's anniversary month in the next year, which is evenly divisible by five.
5. TO CHANGE: (a) The above-named Limited Liability Company intends to cease transacting business under the assumed name of: _____
 (b) and to commence transacting business under the new assumed name of: _____
6. TO CANCEL: The above-named Limited Liability Company intends to cease transacting business under the assumed name of: Shawnee Stone
7. TO RENEW: (a) The above-named Limited Liability Company intends to renew the assumed name of: _____
 (b) The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until _____, 20____, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

0035-133-4
05/10/07

8. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated May 10, 2007
Month & Day Year
Steven L Stein
Signature
 Steven L Stein, Exec Vice President of
Name and Title (type or print)
 Covington Stone Company, its manager
If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.

- NOTE: a. An assumed name may be adopted in five-year increments. The right to use an assumed name shall be effective from the date of filing by the Secretary of State until the first day of the anniversary month of the Limited Liability Company that falls within the next calendar year evenly divisible by 5.
- b. The filing fee to adopt an assumed name is \$150 for each year or part thereof ending in 0 or 5; \$120 for each year or part thereof ending in 1 or 6; \$90 for each year or part thereof ending in 2 or 7; \$60 for each year or part thereof ending in 3 or 8; or \$30 for each year or part thereof ending in 4 or 9.
- c. The fee to change an assumed name is \$100.
- d. The fee for canceling an assumed name is \$100.
- e. The fee to renew an assumed name is \$300. An assumed name may be renewed 60 days prior to the expiration of the right to use the assumed name, for a period of five years, by making an election to do so at the time of filing the Annual Report and by paying the renewal fees as prescribed by this Act.
- f. A penalty of \$100 will apply to any assumed name renewed on or after the first day of the company's anniversary month. If the assumed name is not renewed within the 60 days commencing with the first day of the company's anniversary month, the right to use the assumed name shall cease.

Form **LLC-5.25**

April 2007

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by business
firm check payable to Secretary of
State. If check is returned for any
reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Amendment

SUBMIT IN DUPLICATE

Must be typewritten.

This space for use by Secretary of State.

Filing Fee: \$150

Approved: *jd*

FILE # *0035 133 4*

This space for use by Secretary of State.

FILED

MAY 10 2007

**JESSE WHITE
SECRETARY OF STATE**

1. Limited Liability Company Name: Ft. Payne Quarry, LLC
2. Articles of Amendment effective on:
☒ the file date
☐ a later date (not to exceed 30 days after the file date) _____
Month, Day, Year
3. Articles of Organization are amended as follows (check applicable item(s) below):
☐ a) Admission of a new member (give name and address below)*
☐ b) Admission of a new manager (give name and address below)*
☐ c) Withdrawal of a member (give name below)*
☐ d) Withdrawal of a manager (give name below)*
☐ e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
☐ f) Change of registered agent and/or registered agent's office (give new name and address, including county below) (Address change of P.O. Box alone or c/o is unacceptable.)
☒ g) Change in the Limited Liability Company's name (give new name below)
☐ h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization
☐ i) Other (give information in space below)

* Changes in members/managers may, but are not required to, be reported in an amendment to the Articles of Organization.

Additional information:

Name change to: Shawnee Stone, LLC

(We filed to assume the name of Shawnee Stone in 2006)

(continued on back)

LLC-5.25

0035-133-4
05/10/07

4. This amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated May 10, 2007
Month & Day Year

Bryan T. Hood
Signature (Must comply with Section 5-45 of ILCA.)

Bryan T. Hood, President of
Name and Title (type or print)

Covington Stone Company, its manager

If the member or manager signing this document is a company or other entity,
state Name of Company and indicate whether it is a member or manager
of the Limited Liability Company.