

Agreement for Option to Purchase or Exchange

This Agreement is entered into on the latest date shown on the signature page hereof by Charleston Stone Company (“CSC”) a Delaware Corporation and Scott R. Weber and Jeanie L. Weber (jointly “Weber”).

Whereas, Weber owns a 210 acre tract of real estate in Coles County, Illinois described as part of the South Half of Section 29, Township 13 North Range 10 East, Coles County, Illinois, lying East or South of the Embarrass River. This tract (and sometimes portions thereof) is (are) hereinafter referred to as the Property.

Whereas, CSC desires to purchase the Property or portions thereof provided that the Property has sufficient quantities of marketable limestone beneath its surface.

Whereas, Weber desires to transfer the Property to CSC in the context of 1031 like-kind exchanges.

Whereas, CSC is willing to cooperate in 1031 like-kind exchange provided the exchanges are completed within the time frames shown hereinbelow.

Now therefore, for Two Thousand Five Hundred Dollars (\$2,500.00) and other good and valuable consideration the receipt of which is acknowledged by Weber, the parties agree as follows:

1. CSC is immediately given the right to drill and complete tests on the Property to verify the existence of sufficient quantities of marketable limestone beneath the surface of the Property. Copies of the core drill and test results shall be provided to Weber within a reasonable time after they are received by CSC.
2. If CSC finds sufficient quantities of limestone beneath the surface of the Property, then it is given the option to purchase/exchange the Weber real estate as follows:
 - A. Initial 150 acres. CSC has the option to purchase/exchange its choice of approximately 150 acres of the 210 acres at \$16,000.00 per acre. CSC must notify Weber in writing as expeditiously as possible (considering variables such as weather and the availability of subcontractors to complete the testing) but in no event later than 9 months of the date of this Agreement, that it intends to exercise the option to purchase/exchange.
 - (1) First 70 acres. CSC shall close on the purchase/exchange the first 70 acres (of the initial 150 acres) of its choice within eighteen months of the date of this Agreement on a date to be mutually agreed upon in writing by the parties.
 - (2) Next 80 acres. CSC shall close on the purchase/exchange the next 80 acres (of the initial 150 acres) of its choice within five years of the date of this Agreement, on a date to be mutually agreed upon in writing by the parties.

B. Remaining 60 acres. CSC has a separate option to purchase/exchange the remaining 60 acres of the Weber Property. The purchase/exchange price shall be \$16,000.00 per acre if the sale is closed within 5 years from the date of this Agreement. Thereafter it shall be at twice the fair market value for Class A agricultural real estate in Coles County, Illinois (as that term is used in the Coles County, Illinois) as determined by a mutually agreeable appraiser as of the date of CSC's option is delivered. CSC must notify Weber in writing no later than 120 months of the date of this Agreement that it intends to exercise the option to purchase/exchange for the Remaining 60 acres. This last option shall expire unless such notice is timely given.

JRTD
or whichever
is greater
SRW

C. Title for the Property being sold or exchanged must include the right to the subsurface limestone. Each tract purchased/exchanged shall be surveyed at CSC's expense.

3. Notwithstanding the foregoing paragraph, the parties shall close these transfers of the Property from Weber to CSC using 1031 like-kind exchanges (or otherwise) within the following time frames: (a) within 18 months of the date of this Agreement for the First 70 acres; (b) within such time frames as may be required by the Internal Revenue Service to qualify as like-kind exchanges, not to exceed 18 months from the date of CSC's delivery of any notices required under Paragraph 2 above for the subsequent 80 acre and 60 acre portions of the Property.

4. In order to complete the 1031 like-kind exchange(s), Weber shall advise CSC of specific property for sale (the Replacement Property) which CSC is to acquire ownership of in order to complete the 1031 like-kind exchange(s) with Weber for the Property or portion thereof, in sufficient time to enable CSC to purchase the Replacement Property and subsequently exchange the Replacement Property for the Property within dates shown in Paragraph 3 above. If the price paid by CSC for the purchase of the Replacement Property exceeds \$16,000.00 times the acres being transferred to CSC, then at the closing of the exchange, Weber shall pay CSC cash for the difference in the price. If the price paid by CSC for the purchase of the Replacement Property is less than \$16,000.00 times the acres being transferred to CSC, then CSC shall pay the difference to Weber at closing. Notwithstanding the foregoing, if the cost of the Replacement Property exceeds \$16,000.00 times the acres being transferred to CSC, CSC may require that Weber purchase the portion or a proportion of the Replacement Property relating to the value in excess of \$16,000.00 times the acres being transferred to CSC. Furthermore, if no Replacement Property is identified as of date specified in Paragraph 3 above, then CSC shall have the right to purchase the Property on the basis of a cash sale, without using a 1031 like-kind exchange and Weber agrees to such a sale of the Property or the portion thereof.

4.A. Notwithstanding the foregoing in Paragraph 4 above as to the Remaining 60 acres, if CSC exercises the option provided for in this Agreement and the closing date is more than 5 years from the date of this Agreement, then the references in Paragraph 4 as to "\$16,000.00 times the acres being transferred to CSC" shall be changed to be "twice

the fair market value for Class A agricultural real estate in Coles County, Illinois (as that term is used in the Coles County, Illinois), for the acres being transferred to CSC.”

5. CSC shall accommodate reasonable requests by Weber to accomplish for Weber’s benefit a 1031 like-kind exchange which will or may take place in conjunction with the closing of the sales associated with this Agreement. Weber has the right to convey its interest in this Contract to a qualified intermediary for the purpose of such an exchange.

6. It is the intent of the parties hereto that the provisions of this Agreement whereby the Property (or portions thereof) owned by Weber will be exchanged for Replacement Property(ies) to be acquired by CSC shall constitute an exchange of like-kind property resulting in no gain or loss being recognized by either party on the exchange pursuant to the provisions of the Internal Revenue Code and the regulations promulgated thereunder, although gain may be realized to the extent that the Replacement Property has value of more or less than \$16,000.00 times the acres being transferred (or less than twice the fair market value for Class A agricultural real estate in Coles County, Illinois [as that term is used in the Coles County, Illinois] of the acres being transferred to CSC as provided for in Paragraph 4A). The parties agree to execute such other and further documents or amendments to this Agreement as may be necessary to complete the like-kind exchange(s) that it conforms to the requirements of the Internal Revenue Code and the regulations promulgated thereunder.

7. At closing, the parties shall convey merchantable title to the real estate they are transferring to the transferee by a Warranty Deed subject only to matters permitted by this Agreement, current real estate taxes and the current unpaid portion of any special assessments, covenants, conditions, restrictions, rights of way and easements apparent or of record and all applicable zoning laws and ordinances, the standard exceptions contained in any commitment for title insurance, rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any. Each party shall also deliver to the other such other documentation as shall be required for recording said deed, including a PTAX-203 Real Estate Transfer Declaration and payment of any tax relating thereto and a Plat Act Affidavit.

8. No later than twenty-one (21) days before a closing, a transferring party shall furnish to the transferee, a commitment for an owner’s title insurance policy for the property to be conveyed to the transferee. The title commitment furnished to the transferee shall show merchantable title to the real estate being conveyed pursuant to this agreement. Merchantable title herein means merchantable as of the date of closing. Title shall be subject to all easements and building and use restrictions now of record which do not restrict reasonable use of the property being conveyed. The parties shall promptly advise the others of any claimed defects in the title evidence to permit resolution before closing. The expense for the title commitment and title policy shall be paid by the transferring party at closing, except that the transferee shall be responsible for any search charges as to the transferee.

9. Weber warrants that no contracts for the furnishing of any labor or material to the Property or the improvements thereon and no security agreements that have been or are to become attached to the Property or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed or satisfied and further warrant that there are not and will not at the time of closing be any unrecorded contracts relating to the Property except as hereto before disclosed to CSC in writing. If required for the issuance of the title insurance policy, Weber, at closing shall execute an ALTA statement confirming the provisions of this paragraph.

10. At closing, a party shall give credit for general real estate taxes for 2010 and subsequent years which remain unpaid through date of closing for the property being transferred, prorated to date of closing. Credit to for general real estate taxes not yet payable shall be computed based upon the most current tax information available at time of closing.

11. If any party defaults in performing this Agreement, the other may terminate this Agreement and pursue all remedies for such default whether granted herein or by law or equity, or may bring an action for specific performance. If a party brings an action for specific performance, the party or parties in default waive the defense that the other has an adequate remedy at law and other similar defenses which do not go to the merits of the case. The parties waive the right to trial by jury. Default by any party to this Agreement which is not cured prior to closing of the conveyances provided for in this Agreement obligate the defaulting party to pay the non-defaulting party all reasonable costs, attorneys' fees and expenses incurred in connection with the enforcement of this Agreement and obtaining any remedy for such default whether or not litigation is commenced.

12. Each party agrees to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with citizenship of the Seller); and (d) laws, statutes, ordinances and regulations applicable to the transaction.

13. Time is of the essence of this Agreement.

14. This Agreement shall be governed by the laws of the State of Illinois.

15. This Agreement shall be binding in the heirs and successors of the parties.

16. A Memorandum of this Agreement shall be signed and recorded at CSC's expense.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date shown above their signatures below.

Dated: 8-31, 2011

Dated: August 31, 2011

Scott R. Weber
Scott R. Weber
12762 N Co. Rd. 2380 E
Ashmore, IL 61912

Charleston Stone Company

BY Jerry Tarble
Its President

Jeanie L. Weber
Jeanie L. Weber
12762 N Co. Rd. 2380 E
Ashmore, IL 61912

STATE OF ILLINOIS)
COUNTY OF COLES) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Jerry Tarble, President of Charleston Stone Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31 day of August, 2011.

Guy L. Towles
Notary Public

STATE OF ILLINOIS)
COUNTY OF COLES) SS

OFFICIAL SEAL
GUY L. TOWLES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES MARCH 17, 2015

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Scott R. Weber and Jeanie L. Weber, 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 Notarial Seal this 31 day of August, 2011.

Guy L. Towles
Notary Public

OFFICIAL SEAL
GUY L. TOWLES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES MARCH 17, 2015