

## SUBLEASE AGREEMENT

THIS SUBLEASE is made on May 13, 2015, by and between **Milestone Materials, a Division of Mathy Construction Company** ("Milestone") with its office located at 920 10<sup>th</sup> Avenue North, Onalaska, Wisconsin 54650, and **Trierweiler Construction & Supply Co., Inc.** ("Trierweiler") with its office located at 2916 South Cherry Avenue, Marshfield, Wisconsin 54449.

Milestone represents that it is the current lessee under the terms of a Lease dated February 8, 2007, with the City of La Crosse and as a result is in possession of certain lands in La Crosse County, Wisconsin, more particularly described as follows:

A parcel of land in the Southwest Quarter of the Northeast Quarter (SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ) of Section 16, Township 16 North, Range 7 West, City of La Crosse, described as follows: Commencing at the center of said Section 16, thence North 30 feet more or less along the north-south quarter line to the Point of beginning; thence continuing North 1,220 feet more or less to the southerly right-of-way line of the former Chicago and North Western Transportation Company (a railway company) described and deeded to the State of Wisconsin (DNR) in Volume 838, Page 211 of County Records; thence southeasterly along said southerly line 805 feet more or less; thence South 485 feet more or less; thence West 300 feet more or less; thence South 23° West 279 feet more or less; thence West 225 feet more or less to the Point of Beginning. Said parcel contains 6.5 acres, more or less (the "Site").

Trierweiler desires to obtain and Milestone is willing to grant an exclusive Sublease to place and operate a concrete plant on a portion of the Site (the "Plant") for the benefit of both parties.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **SUBLEASE.** Milestone hereby grants an exclusive Sublease to Trierweiler for the right and privilege of placing and operating a Plant on the Site, together with all necessary equipment and other operations incident to the operation of the Plant on the Site.

2. TERM. The term of this Sublease shall commence on May 1, 2015 and expires on December 31, 2015, unless sooner terminated as provided herein.

3. MILESTONE'S WARRANTY AND REPRESENTATION. Milestone warrants and represents that it has not previously assigned its rights under the Lease and that the Lease is in full force and effect and that Milestone is not in default in any material respect under the Lease and that no event exists with which notice or lapse of time, or both, would become a default hereunder. Milestone agrees that Trierweiler shall lawfully and quietly hold, occupy and enjoy the Site during the term of this Sublease without hindrance or interruption. Milestone agrees to indemnify and hold Trierweiler harmless from and against any attempt by any third party to prevent or remove the Plant from the Site.

4. TRIERWEILER'S WARRANTY AND REPRESENTATION. Trierweiler warrants that it shall leave the Site in essentially the same condition as it was prior to the commencement of this Sublease. Trierweiler shall not be responsible for any debris or clean-up of materials previously placed and left on the Site by other parties.

5. INSURANCE. Unless otherwise specified in this Sublease, Trierweiler shall, at its sole expense, maintain in effect at all times during the usage of the Site, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. Worker's Compensation and Employers Liability Insurance. Trierweiler shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Trierweiler shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employers liability of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. Commercial General Liability and Automobile Liability Insurance. Trierweiler shall provide and maintain the following commercial general liability and automobile liability insurance:

(1) *General Liability.* One million dollars (\$1,000,000.00) per occurrence (\$2,000,000.00 general

aggregate if applicable) for bodily injury, personal injury and property damage.

(2) *Automobile Liability.* One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to this Sublease.

(3) *Umbrella Liability.* Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements set forth herein.

c. Required Provisions. The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

(1) Milestone, its officers, employees or authorized representatives are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Trierweiler; products and completed operations of Trierweiler; premises occupied or used by Trierweiler; and vehicles owned, leased, hired or borrowed by Trierweiler. The coverage shall contain no special limitations on the scope of protection afforded to Milestone, its officers, employees or authorized representatives. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of Milestone.

(2) For any claims related to this Sublease or usage of the Site, Trierweiler shall be primary insurance as respects Milestone, its officers, employees or authorized representatives. Any insurance, self-insurance, or other coverage maintained by Milestone, its officers, employees or authorized representatives shall not contribute to the primary insurance.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Milestone, its officers, employees or authorized representatives.

(4) Trierweiler's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this Sublease shall state, or be endorsed to the state, that coverage shall not be canceled by the insurance carrier or Trierweiler, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to Milestone.

(6) Such liability insurance shall indemnify Milestone, its officers, employees or authorized representatives against loss from liability imposed by law upon, or assumed under contract by, Trierweiler for damages on account of such bodily injury, (including death), property damage, personal injury, completed operations, and products liability.

(7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

(8) All of the insurance shall be provided on policy forms and through companies satisfactory to Milestone, and shall have a minimum AM Best's rating of A-VIII.

d. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Milestone. At the option of Milestone, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

e. Evidences of Insurance. Prior to execution of this Sublease, Trierweiler shall file with Milestone a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Sublease. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation the coverage includes or has been modified to include all required provisions as detailed herein.

6. LIABILITY. Except in the case of the negligence of Milestone, Milestone's agents or employees, Trierweiler shall be liable for damages to any person or property in or about the Site which shall include damages resulting to other real property and personal property, caused by or in any way related to Trierweiler's operations on the Site.

7. REMOVAL OF FIXTURES AND EQUIPMENT. Upon termination of this Sublease, Trierweiler shall remove its Plant and any and all of its equipment and materials from the Site.

8. DEFAULT. In the event Trierweiler fails to comply with any of the terms and conditions of this Sublease, Milestone shall notify Trierweiler in writing of such default. Trierweiler shall have a reasonable period of time from the date of service of the notice within which to correct the default. If the default is not corrected within the period specified above, Milestone may terminate the Sublease five days after giving Trierweiler written notice of such termination.

9. NOTICES. All notices required or options granted under this Sublease shall be given or exercised in writing, and shall be deemed to be properly served if (i) sent by certified mail and return receipt requested, or (ii) personally delivered to the addresses set forth above.

10. BINDING AGREEMENT. All covenants, conditions, limitations and provisions of the Sublease shall apply to and are binding upon and inure to the benefit of the heirs, representatives, executors, administrators, successors and assigns of the respective parties.

11. MODIFICATION. No modification, variation, or amendment of this Sublease shall be effective unless it is in writing and is signed by all parties to this Sublease.

12. WAIVER. No waiver of any provision of this Sublease, or waiver of any breach of this Sublease, shall be effective unless the waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

13. ENTIRE AGREEMENT. This Sublease sets forth the entire agreement of the parties and supersedes all previous and contemporaneous agreements, representations, warranties and undertakings, written or oral.

14. CONSTRUCTION. (a) The paragraph headings are for convenience only, and shall not be used in the construction of this Sublease.

(b) The invalidity of any provision of this Sublease shall not affect the enforceability of any other provision of this Sublease.

15. GOVERNING LAW. The formation, interpretation, and performance of this Sublease shall be governed by the internal law (but not the conflicts of law rules) of the State of Wisconsin.

IN WITNESS WHEREOF, Milestone and Trierweiler have executed and delivered this instrument on the date first above written.

MILESTONE MATERIALS, a Division  
of Mathy Construction Company:

TRIERWEILER CONSTRUCTION &  
SUPPLY CO., INC.:

By: 

By: 

Name: Tim Jones

Name: Brian Oppman

Title: Vice President

Title Superintendent