

PRELIMINARY AUCTION REAL ESTATE SALES CONTRACT

THIS AUCTION REAL ESTATE SALES CONTRACT (this "Contract"), made this the 17th day of SEPTEMBER 2005, by and between HOLCIM (US) INC, (the "Seller"), whose address is 6211 Ann Arbor Road, Dundee, Michigan 48131, and

_____ ("Purchaser")

whose address is _____.

1. AGREEMENT TO PURCHASE. In consideration of the sum as set forth in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, by special warranty deed, and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property referred to as _____, **PARCEL #** _____, located in the County of Larimer, State of Colorado (the "Property") and as more particularly described in the legal description of the title commitment, as prepared by Stewart Title of Larimer County, attached herein.

2. (a) HIGH BID PRICE:\$ _____
10% BUYER'S PREMIUM\$ _____
SUB-TOTAL CONTRACT PRICE\$ _____

(b) LESS WRITTEN BID INCENTIVE DISCOUNT\$(_____)
(1.5% discount on the written opening bid amount of (\$ _____)

TOTAL CONTRACT PRICE\$ _____

(c) EARNEST MONEY DEPOSIT (10%)\$ _____
In U.S. Funds, based on the Total Contract Price, to be held in a non-interest bearing escrow account by Escrow Agent (as defined below).

(d) BALANCE OF PURCHASE PRICE:\$ _____
In U.S. funds, due at closing, not including Purchaser's closing costs or financing costs, property owner association fees, prepaids or prorations. Balance of purchase must be in a certified check, cashier's funds or a wire transfer.

3. CLOSING. Closing shall take place at the office of STEWART TITLE OF LARIMER COUNTY ("Escrow Agent" or "Closing Agency"), whose address is 3665 John F. Kennedy Parkway, Building 2, Suite 300, Fort Collins, CO 80525, Telephone (970) 226-4399; Facsimile Number (970) 226-4499; on or before 5:00 p.m. October 17, 2005 (the "Closing" or "Closing Date"). At Closing, Seller shall deliver to Purchaser a special warranty deed, which shall convey fee simple title to the Property. Possession of the Property shall be granted at closing, subject to those matters contained in the title commitment and this Contract. Time is of the essence in this Contract.

4. TAXES AND OTHER PRORATIONS. The current year's taxes, special assessments, as applicable, shall be pro-rated through the Closing Date.

Special Taxing Districts. Special taxing districts may be subject to general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased mill levies and excessive tax burdens to support the servicing of such debt where circumstances arise resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. Purchaser should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such district servicing such indebtedness, and the potential for an increase in such mill levies.

5. CLOSING COSTS.

a) Seller's Costs. At Closing, Seller shall pay one-half of the Escrow Agent's closing fees, the premium for the owner's policy of title insurance and the costs, if any, to correct title defects, the costs of preparing legal documents to transfer the Property and to release any encumbrances on the Property to allow conveyance, the costs to deliver copies of the instruments; and Seller's expenses and attorney's fees as applicable.

b) Purchaser's Costs. At Closing, Purchaser shall pay one-half of the Escrow Agent's closing fees, the State documentary fees, the costs for recording the special warranty deed; the costs to obtain financing of the purchase price, costs incurred in reviewing the title insurance and providing notice of objection, if any, and all other sale, closing, or financing costs. In addition, Purchaser(s) will be required to pay the \$500.00 property owner association fee per parcel purchased (covering 2006 year dues), as well as Purchaser's expenses and attorney's fees as applicable.

6. TERMS. This is a cash sale with TEN PERCENT (10%) down payment, with the balance due at closing on or before **OCTOBER 17, 2005. This sale is not contingent upon financing.**

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER'S OBLIGATIONS UNDER THE CONTRACT ARE NOT CONTINGENT UPON PURCHASER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, PURCHASER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT WHETHER OR NOT PURCHASER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. EARNEST MONEY DEPOSIT/CLOSING AGENT. Purchaser and Seller hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit, in accordance with the terms and conditions of this Contract, and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes a disbursement of the Earnest Money Deposit in accordance with the terms and provisions of this Contract. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Purchaser in connection with the discharge of any Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of said duties.

8. EARNEST MONEY DISPUTE. Notwithstanding any termination of this Contract, Purchaser and Seller agree that, in the event of any controversy regarding the Earnest Money Deposit and things of value held by Escrow Agent (unless mutual written instructions are received by the holder of the Earnest Money Deposit and things of value), Escrow Agent shall not be required to take any action but may await any proceeding, or at Escrow Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

9. DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.

(a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER, J.P. KING AUCTION COMPANY, INC. ("AUCTION COMPANY" OR "AUCTIONEER") AND AUCTION COMPANY'S COLORADO BROKER, CRAIG KING ("KING'S BROKER") THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE SELLER.

(b) PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER AND KING'S BROKER AUCTION COMPANY THAT WITH RESPECT TO THE PROPERTY, SELLER, KING'S BROKER AND AUCTIONEER HAVE NOT, DO NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY AS TO THE VALUE, PHYSICAL CONDITION, SQUARE FOOTAGE, ENVIRONMENTAL CONDITION (INCLUDING BUT NOT LIMITED TO WET LANDS, LEAD BASE PAINT, RADON GAS, ASBESTOS, MOLD/MILDREW), ZONING, GOOD REPAIR, OPERABILITY, HABITABILITY, TENANTABILITY, SUITABILITY, MERCHANTABILITY, PROFITABILITY, MARKETABILITY, PAST OR PRESENT COMPLIANCE WITH ANY RULES, REGULATIONS, COVENANTS OR RESTRICTIONS, DEVELOPMENT POTENTIAL OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY.

(c) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations, as Purchaser deems necessary, desirable or appropriate with respect to the Property. Purchaser(s) acknowledge(s) that they have executed this Contract based solely on their own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER, KING'S BROKER, AUCTION COMPANY or their affiliates, agents, officers, employees or representatives. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of the Seller or the Auctioneer.

(d) Purchaser shall look only to Seller, and not to Auction Company, as to all matters regarding this Agreement and the Property. The Auction Company shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close title hereunder.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller, King's Broker or Auctioneer with respect to the condition of the Property, either patent or latent; Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other permits or licenses for the use or operation of the Property, and /or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

10. PROPERTY INSPECTION. It is the Purchaser's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health and safety codes, and any other local, state or federal laws and regulations.

Purchaser is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Purchaser's request and Purchaser shall pay for any damage which occurs to the Property as a result of such activities. Purchaser shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Purchaser's request. Purchaser agrees to indemnify, protect and hold Seller, King's Broker and Auction Company harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Purchaser's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Purchaser agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This provision shall survive the Closing and any termination of this Contract.

11. TITLE.

a) Purchaser hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in the title commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Purchaser pursuant to Paragraph 11, shall also be deemed Permitted Title Exceptions.

b) Seller covenants that it will not voluntarily create or cause a lien or encumbrance to attach to the Property between the date of this Contract and Closing.

c) The Property is selling with all rights-of-way and easements.

d) Seller shall convey any mineral, oil, and/or gas rights as actually owned by Seller, if any.

e) The Seller has completed a Seller's Real Property Disclosure for each parcel. The disclosure statements are not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property. The statement has been posted at the auction and included in the property information packet for review.

12. TITLE DEFECTS. If the title commitment for the Property reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the title commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Purchaser may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, pursuant to **Paragraph 22**, whereupon Seller may, at its option, attempt to cure such defect prior to the Closing or decline to cure such defect. If Purchaser fails to provide written notice of the defect within the requirements of this Paragraph 12, it will have deemed to waive such defect and Purchaser agrees to purchase the Property with the defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Purchaser has notified Seller as herein above provided and if Purchaser does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Earnest Money Deposit shall be returned to Purchaser. Seller shall have the right, at its sole election, to extend the Closing Date by not more than SIXTY (60) DAYS to attempt to cure any defect in title.

13. PROPERTY IDENTIFICATION. The Property will be conveyed according to the legal description as contained in the title commitment prepared by the Closing Agency. The Property has been surveyed for the sale by Perkins Land Surveying and will be recorded in Larimer County. A copy of the final survey will be posted at the auction. Purchaser(s) should verify all dimensions and acreage amounts as reflected on the survey.

14. PROPERTY USE. Purchaser(s) are advised that they must assume the liability of inspection to satisfy their conditions of this purchase and their need for use of the Property. Purchaser(s) are strongly encouraged to conduct a survey, tests, inspections, and/or other studies prior to bidding to satisfy themselves of any condition regarding the

Property and pertaining to expansive soils, bedrock moisture content, soil permeability, availability of utilities such as water, electricity, telephone and presence or absence of noxious weeds as described by the State of Colorado or county weed laws, boundaries, restrictions, reservations or dedications, and any other condition that may inhibit or deter the intended or projected enjoyment or use of the subject property by the Purchaser(s).

15. LIMITATION ON USE/COVENANT. Purchaser acknowledges and agrees the special warranty deed will contain a restriction running with the land that from the Closing Date and continuing for 40 years thereafter, the Property will not be transferred, used, leased, licensed, or conveyed, nor shall the owner thereof allow any other party to transfer, use, lease, license, convey or otherwise grant an interest in the Property for selling, storing, quarrying, mining, manufacturing or distribution of cementitious materials, aggregate, asphalt and/or concrete related ready-mix activities. The Purchaser acknowledges and agrees the Property is also being sold to Purchaser subject to any other easements, deed restrictions, covenants and other requirements included in Attachment V.

16. DEVELOPMENT OF PROPERTY. Purchaser shall inspect the map delineating areas potentially subject to jurisdiction of the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act, 33 U.S.C. 1344, which map is on file [Reference No. 200580376] with the Corps Denver Regulatory Office, 9307 South Wadsworth Boulevard, Littleton, Colorado (telephone 303-979-4120). Purchaser shall coordinate further with the Corps, as needed, prior to conducting any ground disturbing activities on the Property. This Paragraph shall survive closing.

17. COMMISSIONS.

a) BROKERAGE. Purchaser warrants and represents that Purchaser [] is [] is **not** represented by a buyer's broker in this transaction. If Purchaser is represented by a buyer's broker, the buyer's broker's name is: _____ . **The buyer broker must have performed all requirements of the Buyer Broker Guidelines ("Guidelines") and executed a Broker Registration form provided by the Auction Company. Failure to properly register or comply with the provisions of the Guidelines will disqualify the buyer broker from receiving any commission.**

Purchaser further warrants and represents that Purchaser has not contacted or communicated with any other real estate agent or broker about the possible purchase of the Property other than Auctioneer or the buyer broker named above, and that to the best of Purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker or real estate agent. Purchaser shall indemnify Seller, King's Broker and Auction Company against the claims of any real estate agent or broker not properly registered with Auctioneer, including any attorney's fees incurred by Seller or Auction Company as a result of such claim. This provision shall survive the closing and termination of this Contract.

b) BROKERAGE COMMISSIONS/REFERRALS. Upon the closing of the transaction contemplated herein, Seller shall pay Auction Company a commission pursuant to the terms of a separate agreement. If a buyer's broker is properly licensed and registered with the Auction Company, then at closing, the buyer's broker shall be paid a fee in accordance with the Buyer Broker Registration Form, with a commission/referral of THREE PERCENT (3%) on the written **OPENING BID AMOUNT** offered by the Purchaser at the auction, and a commission/referral of ONE PERCENT (1%) on the difference between the Purchaser's written opening bid amount and the Total Contract Price, as specified in Paragraph 2 herein, and also provided the buyer broker registered in accordance with the Guidelines on behalf of Purchaser in strict compliance with the terms and conditions of the auction (herein so called), immediately preceding the execution of this Contract. **IF AN OPENING BID IS NOT WRITTEN ON THE BUYER BROKER REGISTRATION FORM, THEN A ONE PERCENT (1%) COMMISSION/REFERRAL FEE WILL BE PAID TO ANY BUYER BROKER ON THE TOTAL CONTRACT PRICE;** not withstanding anything to the contrary, contained or implied elsewhere herein, if for any reason whatsoever, (including the default of any party hereto), the Closing hereunder does not occur, then no commission/referral fee shall be due and payable to the buyer broker.

c) AGENCY DISCLOSURE. AUCTION COMPANY HAS ACTED AS AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND AUCTION COMPANY.

18. BUYER'S INCENTIVE PROGRAM. A credit equal to ONE AND ONE-HALF PERCENT (1.5%) of the written opening bid amount offered by the Purchaser, will be deducted from the Total Contract Price of the Property, provided Purchaser has completed the Buyer's Opening Bid Form and submitted to Auction Company, as required, and provided Purchaser closes on the Property in compliance with the terms of this Contract. If an opening bid amount is not written on the Buyer's Opening Bid Form and submitted to Auction Company prior to the auction, then no credit will be given to Purchaser. A written opening bid amount [] was [] was not submitted to Auction Company, **in the amount of \$_____.**

19. BREACH OF CONTRACT BY SELLER. If Seller defaults in the performance of any of its obligations under this Contract and Closing fails to occur by reason thereof, Purchaser may terminate this Contract and receive a refund of the Earnest Money Deposit or seek specific performance of this Contract. In no event shall Seller, Auction Company be liable for any damages including special, incidental or consequential damages, economic loss or attorney fees in connection with any such default.

20. BREACH OF CONTRACT BY PURCHASER. In the event the purchase and sale contemplated in this Contract is not consummated because of Purchaser's default, the Seller reserves all rights allowed by law and this Contract, including a suit for damages, specific performance or termination of this Contract, with the Seller to retain the Earnest Money Deposit. Purchaser hereby waives and releases any right to and hereby covenants that it shall not sue

Seller, Auction Company or Escrow Agent to recover the Earnest Money Deposit or any part hereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not agreed upon as reasonable liquidated damages. Any action taken after default shall be solely at Seller's option.

21. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing Date; thereafter, all risk of loss shall be borne by Purchaser. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Purchaser's Earnest Money Deposit shall be returned as a complete and final settlement to Purchaser of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Purchaser and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

22. NOTICES. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall be delivered to Auctioneer and Escrow Agent.

23. WAIVER. No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

24. ENTIRE AGREEMENT; AMENDMENT. This written Contract and the Exhibits, Schedules, Attachments and Addenda attached hereto and made a part of this Contract constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. If there is a conflict between any Exhibit, Schedule, Attachment or Addenda, unless specifically stated otherwise in such document, the terms of this Agreement shall control. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Purchaser and Seller.

25. HEADINGS. The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations, and warranties herein, set forth, or limit the provisions or scope thereof.

26. SEVERABILITY. The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

27. ASSIGNMENT. Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

28. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.

29. COUNTERPARTS. The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document. Facsimile signatures shall be as valid as an original signature.

30. ACKNOWLEDGEMENT. The undersigned certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this contract on behalf of himself or herself or legal entity. If Purchaser is purchasing the Property on behalf of a for-profit entity, non-profit organization, or public agency, the Purchaser is executing this contract on behalf of such entity and Purchaser certifies to Seller that Purchaser has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the matters contained herein.

31. ATTACHMENTS/EXHIBITS. The following Attachments/Exhibits are attached hereto and fully incorporated herein by reference for all purposes.

- Attachment I - Brokerage Disclosure To Buyer
- Attachment II - Seller's Property Disclosure
- Attachment III - Title Commitment
- Attachment IV - Easements/Deed Restrictions, Covenants and Other Requirements

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:

HOLCIM (US) INC.

ADDRESS:
6211 Ann Arbor Road
Dundee, MI 48131
Attn: Real Estate Department

BY: _____

(Printed Name)

ITS: _____

ADDRESS:

PURCHASER:

Signature: _____

Print Name: _____

Social Security No. _____

Federal Tax ID No. _____

Phone No. (Work) _____

(Home) _____

ADDRESS:

PURCHASER:

Signature: _____

Print Name: _____

Social Security No. _____

Federal Tax ID No. _____

Phone No. (Work) _____

(Home) _____

ATTACHMENT I

BROKERAGE DISCLOSURE TO BUYER

[ATTACHED]

ATTACHMENT II

SELLER'S PROPERTY DISCLOSURE

[ATTACHED]

ATTACHMENT III
TITLE COMMITMENT
[ATTACHED]

ATTACHMENT IV

EASEMENTS/DEED RESTRICTIONS AND OTHER COVENANTS

[ATTACHED]