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DIVISION OF RECLAMATION
MINING AND SAFETY

CONTRACT

THIS CONTRACT is made and entered into on this 20th day of March, ²⁰¹⁵~~2014~~
by and between WILLIAM S. CALDWELL FAMILY TRUST, BEVERLY H. CALDWELL
ESTATE, ALBERT F. NESSELHUF, JR. AND LOLA E. NESSELHUF, hereinafter
referred to as "Owners" and ALL RITE PAVING AND REDI-MIX, INC. hereinafter
referred to as the "Operator".

WITNESSETH:

WHEREAS, Owners are the owners of certain real property located within
Crowley County and further have certain mining rights to said property; and

WHEREAS, Operator desires to provide labor and equipment to mine sand and
gravel off said property; and

WHEREAS, the parties desire to enter into this contract to set forth the terms and
conditions of said contract and mining arrangement.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants
and appointments herein contained, and for such other and further considerations, the
receipt and sufficiency of which is hereby acknowledged, the parties hereto stipulate and
agree as follows:

1. **RELATIONSHIP.** The parties to this agreement intend that the relationship
between them created by this contract is that of Owners and Operator. No
agent, employee, or servant of the Operator shall be or shall be deemed to be
the agent, employee, or servant of the Owners. The manner and means of
conducting the work set forth herein are under the sole control of the Operator.
The Operator shall be solely and entirely responsible for its acts and for the acts
of the Operator's agents, employees, and servants during the performance of this
contract.
2. **TERM.** The term of this agreement shall be for a period of [REDACTED]
beginning November 1, 2014, and terminating [REDACTED]. This next
renewal term shall be referred to herein as the "Renewal". If at the end of the
renewal term, Operator desires to renew this contract for an additional term, the
parties stipulate and agree that the Operator shall have a first right of refusal or
option for renewal of this contract for an additional term. The length of the
additional term and all other terms and conditions set forth herein shall be
renegotiable at the time of renewal after the initial term. In the event the
Operator desires to renew or exercise its option the lease for an additional term,
upon terms and conditions to be negotiated by the parties, the Operator shall
give the Owners notice thirty (30) days before the end of the initial term of this
lease of its intent to renew. In the event the Operator fails to give such notice,
this lease will terminate at the end of the renewal term without further notice to
either part.
3. **PROPERTY TO BE MINED.** The Owners currently own a mining permit for
certain property located within Crowley County, known and described as

Caldwell-Nesselhuf Pit No. 1. This contract relates solely and exclusively to that portion of Caldwell-Nesselhuf Pit No. 1 located south of County Road A, Crowley County, hereto and incorporated by reference herein.

4. OBLIGATIONS OF EACH PARTY UNDER THE TERMS OF THIS CONTRACT.

a. The following shall be the obligation of the Owners:

- i. The owners shall be responsible to provide the appropriate mining permit, and shall give a copy of the permit to Operator at the time the parties sign the contract.
- ii. The Owners shall be responsible to provide the appropriate reclamation bonding.
- iii. The Owners shall be responsible to provide seed and planting of grass associated with reclamation of the mining site.

b. The Operator shall be responsible for the following matters:

- i. The Operator shall provide all labor, materials, and equipment to properly mine the property set forth herein.
- ii. The Operator shall retain onsite existing topsoil for future reclamation or provide such.
- iii. The Operator shall provide appropriate portable toilets and drinking water.
- iv. The Operator shall comply with all other local and/or State Health Department regulations for operation of a mining permit.
- v. The Operator shall be obligated to mine the area in a safe and appropriate manner according to all local, state or Federal regulations, including but not limited to providing safety berms, waste water treatment, fueling containment, and control waste water generated on the mining site.
- vi. The Operator shall be responsible to reapply overburden and to properly slope and grade the used mining sites as provided in the application for mining permit as the mining progresses. Sloping and grade must have final Owner approval.

- 5. STOCKPILING OF MATERIALS.** The operator shall be entitled to stock pile materials; however, at the end of the first renewal term of this lease, or any extension thereof, the Operator shall have a period of six months to remove any stockpiled materials at the rate of compensation set forth herein. In the event the Operator does not remove the stockpiled materials within the six-month period of time, all stockpiled materials will become the sole and exclusive property of the Owners and the Operator shall, prior to leaving the site or expiration of the six-month period of time, spread the materials out at the direction and discretion of the owners.

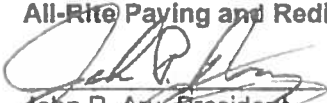
6. **SPECIAL CONDITION.** The parties hereby agree that any trees presently growing and/or grown in the future along the river bottom located on the subject property shall not be destroyed by either party during the term of this lease.
7. **COMPENSATION.** The Operator hereby agrees to pay the Owners [REDACTED] ton for all rock removed from the site, and [REDACTED] ton for sand, overburden or reject materials and base course. Payments shall be made by the 20th of each month following the month the material is removed from the mining site. The Operator shall weigh a sufficient number of loads to establish an average load per truck; however, during any one calendar year, the payments by the Operator shall not be less than [REDACTED] regardless of the amount of material removed.
8. **INDEMNIFICATION.** The Operator shall indemnify and hold harmless the Owners from and against any and all liability, loss, damage, expense, fine or penalty, including but not limited to reasonable attorney's fees, caused by the negligence of the Operator in connection with the operations on the property being mined. The Operator shall further indemnify and hold harmless the Owners against any and all claims or actions based upon or arising out of damage, injury or death to persons or property caused by the negligence of the Operator on the property being mined, or based upon a violation by the Operator. This indemnification and hold harmless includes any damage caused by the negligence of the Operator to any structures or facilities located on the mining site or adjacent to the mining site. Operator shall not be obligated to indemnify and hold harmless the Owners from and against any and all liability, loss, damage, expense, fine, penalty or violation of any local, State or Federal statute, ordinance or regulation, or damage to any structures or facilities located on the mining site or adjacent to the mining site, which occurred as a result of the negligence of the Owners.
9. **INSURANCE.** The Operator hereby agrees to maintain, at its expense, appropriate and proper worker's compensation insurance to fully protect the Owners from any and all claims for injury or death arising out of the performance of this contract, and unemployment insurance as required by State or Federal law. Further, the Operator hereby agrees to provide liability insurance coverage at its expense, at all times during the term of this agreement, which policies of insurance insure both the Owners and Operator against liability for injury or death to persons, loss or damage to property to be mined (to the extent that said coverage is available under the Operator's liability insurance policy). The liability coverage under such insurance policy shall be not less than \$300,000.00 for any one person killed or injured, or \$600,000.00 for any one occurrence or accident, and \$300,000.00 for property damage. The Owners shall be named as an additional insured under said policies, and shall provide that the Owners shall be notified and informed in the event the policy is canceled or premium payment is not made. Operator further agrees to provide proof of said insurance upon request by the Owners.
10. **ASSIGNMENT.** The rights and obligations of the parties hereto under this agreement shall inure to the benefit and shall be binding upon the heirs,

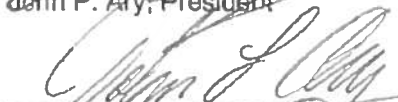
successors and assigns of the parties. Operator shall not be entitled to assign this agreement without the express written consent of the Owners.

11. **WAIVER OF BREACH.** The waiver by the Owners of a breach of any provision of this agreement by the Operator shall not operate or be construed as a waiver of any subsequent breach of the Operator.
12. **CHOICE OF LAW.** This agreement and its provisions shall be interpreted and enforced under the laws of the State of Colorado.
13. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent Court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
14. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the parties hereto.
15. **ATTORNEY'S FEES.** In the event either party is required to seek counsel or seek redress in a Court of law for enforcement of this contract, the prevailing party in such dispute shall be entitled to reimbursement of reasonable attorney's fees and costs, in addition to any damages found to be due.

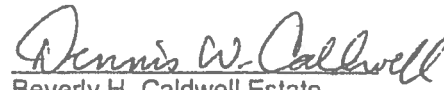
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


All-Rite Paying and Redi-Mix


John P. Ary, President


John L. Ary, Secretary-Treasurer


Gary Caldwell trustee
William S. Caldwell Family Trust


Dennis W. Caldwell
Beverly H. Caldwell Estate
Dennis W. Caldwell, PR


Albert F. Nesselhuf, Jr. EMPOA


Lola E. Nesselhuf