# SOURCE OF LEGAL RIGHT TO ENTER EXHIBIT G

The owner is has granted the operator a lease to enter and operate on the property. See attached.

## LEASE

B&L Land Company LLC as Lessor and Cornerstone Materials, LLC, ("Cornerstone") of 23625 Uncompany Road, Gunnison, CO 81403 as Lessee, in consideration of the covenants, conditions and agreements set forth herein, the sufficiency of which is hereby recognized agree to the following.

#### I. The Property:

B&L Land Company LLC owns and herby agrees to lease to Cornerstone, approximately 19.93 acres of property more particularly described on Exhibit A which is incorporated herein by this reference. The "Property".

## II. Term of Lease:

a. <u>Primary Term:</u> The initial term of this lease shall be for a period of five years commencing on February 25th, 2021 and terminating on February 25th, 2026 unless terminated sooner under the terms set forth herein.

## III. Payment of Rent:

- a. <u>Base Rental Payment:</u> Cornerstone shall pay B&L Land Company LLC a land rental payment of more than 5 business days from receipt of mobilization funds received from American Civil Constructors in the Spring of 2021.
- b. <u>Additional Rental Payment:</u> Cornerstone shall pay B&L Land Company LLC, additional rental payments included but not limited to virgin materials extracted from the property, rate to be determined, additional land use for storage, parking and other activities specific the Blue Creek Canyon Project.
- c. Additional Financial Obligations of Cornerstone:
  - i. Taxes. Cornerstone shall pay all federal, state, and local taxes arising out of Cornerstone's operation on the Property or related to the property or production from the property. This obligation shall include but not be limited to any and all ad valorem taxes and/or production taxes due on the Property or the product mined from the Property. Should B&L Land Company LLC receive any tax notice and/or bill arising out of the ownership or use of the Property, it shall tender the same to Cornerstone within ten days of receipt and Cornerstone shall pay said tax bill in a timely manner, subject only to Cornerstone's right to protest the accuracy of any such tax and/or valuation to the taxing entity levying the tax.
  - ii. Insurance. Cornerstone shall take out and maintain a policy of general liability insurance in a form and from an insurer acceptable to B&L Land Company LLC which shall insure B&L Land Company LLC and its partners, owners and officers in an amount of no less than one million dollars per occurrence and two million annual aggregate. Cornerstone shall provide to B&L Land Company LLC a certificate of insurance showing that

said insurance is in place and that B&L Land Company LLC and its principals are named insured as required above and said certificate shall indicate that the insurance company will not cancel the policy without a thirty day advance written notice to B&L Land Company LLC. Cornerstone shall take out and maintain a policy of workers' compensation insurance as required by state law and shall require all contractors and subcontractors entering or operating upon the Property to maintain such a workers' compensation insurance policy while they are operating upon the Property. Cornerstone shall produce to B&L Land Company LLC copies of its workers' compensation policy and those of its contractors upon request by B&L Land Company LLC or its agents.

- iii. Maintenance and Repairs. Cornerstone shall be solely responsible for any and all maintenance of any and all facilities and equipment on the Property. Cornerstone shall also be solely responsible for maintaining any and all offsite improvements required by the County of Gunnison and /or the State of Colorado associated with the Gravel pit and/or permitted mining operation on the Property.
- iv. Utilities. Cornerstone shall be solely responsible for the installation and payment of any and all utilities Cornerstone desires to provide to the Property.
- v. Compliance with the Terms of Federal, State and Local Laws and Permits. The parties understand that Cornerstone will be operating a gravel pit and aggregate processing operation on the Property. Cornerstone shall be solely responsible for meeting and remaining in compliance with all terms and conditions of any and all federal, state and local laws and permits which govern Cornerstone's operation on the Property.
- vi. Cornerstone's Reclamation Obligation. Cornerstone, at its sole expense shall reclaim the property to a condition satisfactory to B&L L and Company LLCso long as said condition is consistent with the permit issued by the State of Colorado, Department of Natural Resources, Division of Reclamation, Mining and Safety ("DRMS"). Said reclamation shall occur at times mandated by any and all permits issued to the parties and shall be completed by Cornerstone within six months of any termination of this Lease.
- vii. No Permit Amendment without Consent. Cornerstone shall not apply for or receive any major or substantial amendment to the reclamation permit on the property issued by DRMS without consent of B&L Land Company LLC.
- viii. Indemnification Agreement. Cornerstone, for the term of this lease and beyond agrees to indemnify and hold harmless B&L Land Company LLC and its owners, partners and officers from any and all claims and other liabilities arising from Cornerstone's operation on the Property. This indemnification agreement shall include but not be limited to the payment of any adverse judgments and or the legal fees and/or costs incurred by B&L Land Company LLC as a result of any claim or action arising out of Cornerstone's activities on the Property.

# IV. Cornerstone's Covenants of Performance.

- **a.** To pay the rent for the premises above-described.
- b. To perform all financial and performance obligations set forth in Section III above.
- c. To sublet no part of the premises, and not to assign the lease or any interest therein without the written consent of B&L Land Company LLC. Due to the destructive nature of the gravel mining and processing operation on the property, B&L Land Company LLC shall have the absolute right to refuse any sublet or assignment. As used herein, the term "sublet" or "assignment" shall include but not be limited to the transfer or attempted transfer any portion of the leasehold interest created hereunder and/or the transfer (whether individual or aggregate transfer during the life of this lease) of more than ten percent of the membership interest in Cornerstone itself. The parties understand that there shall be no sublet and/or assignment of this lease prior to the full payment of the full Additional Rental Payment set forth in Paragraph III(b) above. Additionally, any assignee of Cornerstone shall have an obligation to pay a minimum annual rental agreement o \$100,000.00 in payable in four equal quarterly payments.
- **d.** To use the premises only for gravel mining and aggregate processing and related purposes. To use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of Gunnison County, Colorado and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct.
- e. To allow B&L Land Company LLC and/or its agents to enter upon the premises at any reasonable hour.

## V. General Provisions.

- **a.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Cornerstone, or acceptance by B&L Land Company LLC, of a lesser amount than due shall be treated only as a payment on account. Further, failure of the B&L Land Company LLC to timely bill for taxes, insurance or repairs, as required herein, shall not be deemed a waiver of the Cornerstone's liability to pay same.
- **b.** If, after the expiration of this lease, the Lessee shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at the same rental amount as set forth hereunder, and subject to all the terms and conditions of this lease.
- c. If Cornerstone breaches this lease and/or this lease terminates prior to full payment of the Additional Rent Payment set forth in Section III. (b) above, the remaining balance of said Additional Rent Payment shall be due in full upon termination.
- **d.** B&L Land Company LLC reserves the right but not the obligation to graze cattle on any part of the Property which is not at that time currently being mined and/or reclaimed, subject to all terms and conditions of any and all applicable state permits governing the mining operation.
- e. The Parties acknowledge that there is no security deposit paid by Cornerstone or held by B&L Land Company LLC.

- f. If any part of the rent provided to be paid herein is not paid when due, or if any default is made in any of the agreements or performances agreed to by Cornerstone, it shall be lawful for B&L Land Company LLC to declare the term ended, and to enter into the premises, either with or without legal process, and to remove Cornerstone or any other person occupying the premises, using such force as may be necessary, without being liable to prosecution, or in damages therefor, and to repossess the premises free and clear of any rights of Cornerstone. If, at any time, this lease is terminated under this paragraph, the Lessee agrees to peacefully surrender the premises to the B&L Land Company LLC immediately upon termination, and if Cornerstone remains in possession of the premises, Cornerstone shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.
- g. In the event of any dispute arising under the terms of this lease, or in the event of nonpayment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
- **h.** In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Lessee.
- i. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to B&L Land Company LLC hereunder, with Cornerstone waiving all right to any such payments.
- j. This lease is made with the express understanding and agreement that, in the event Cornerstone becomes insolvent, or is declared a bankrupt, then, in either event, the B&L Land Company LLC may declare this lease ended, and all rights of the Lessee hereunder shall terminate and cease.
- k. As security for the performance of this Lease, Cornerstone hereby assigns to B&L Land Company LLC a security interest in any and all improvements upon the property including but not limited to buildings, fixtures, trade fixtures, water lines, roads, equipment, stockpiles, stores of gravel and any and all Governmental permits held by Cornerstone used in conjunction with Cornerstone's operation on the Property. B&L Land Company LLC shall have the right but not the obligation to secure this security interest with the filing of an appropriate security agreement in the appropriate state and county offices. In the event of Cornerstone default under this lease, Cornerstone shall execute any and all documents necessary to give this security agreement full force and effect including but not limited to the execution of any and all permit transfer documents required by the applicable governing agencies.
- 1. This lease shall be binding on the parties, their personal representatives, successors and assigns.
- **m.** Either party may require the other to execute and record a memorandum of lease in the real property records of Gunnison County which serves to put all third parties upon notice of the material terms of this lease and the options contained herein.

Agreed to this \_\_2th\_ day of February, 2021.

Cornerstone Materials, JEC By: Zane Luttrell, Manager 'By ErincLee Luttrell, Manager B&L Land Company LLC By: Jøseph Burns, Manager, B&L Land Company LLC l