



Date 03/24/21

Stipulations and Conditions Agreement for contractual crushing

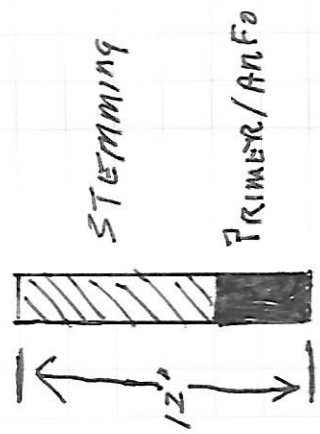
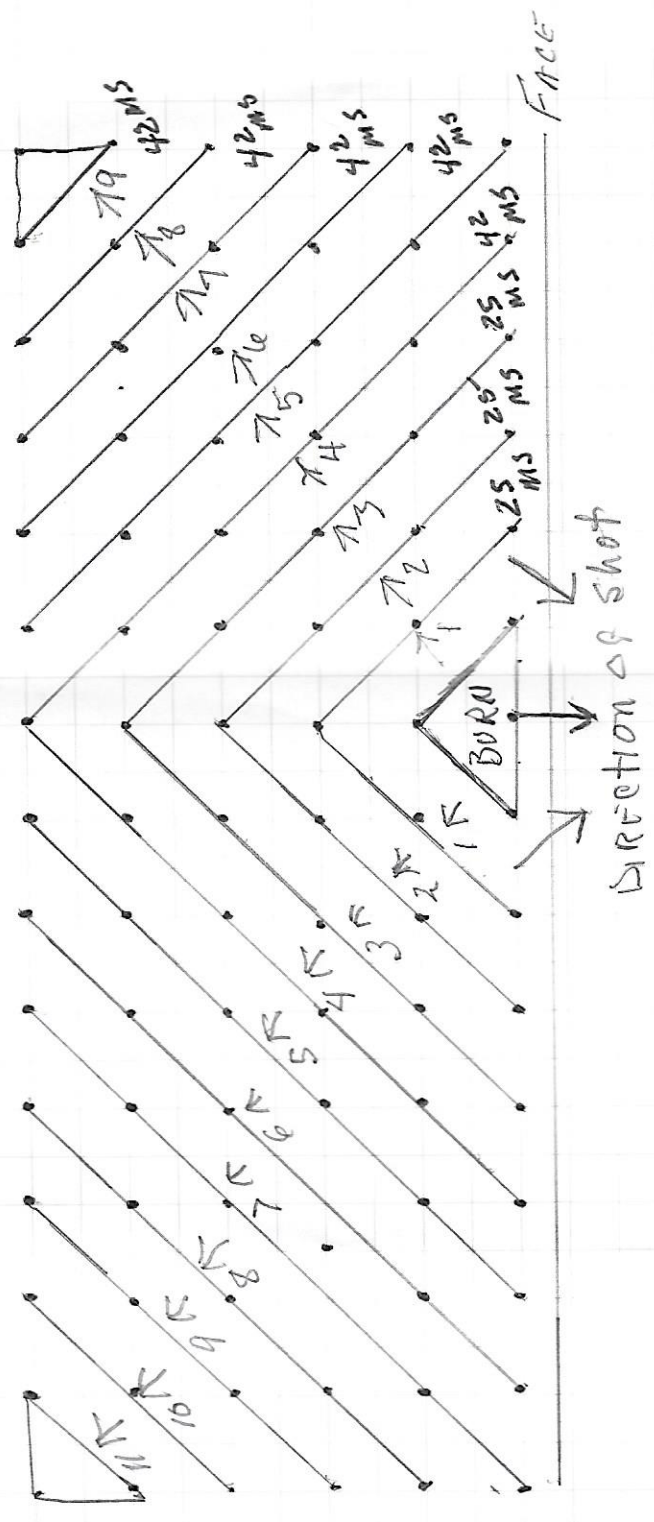
This agreement, between JLL Pioneer (referenced further as owner) and Super Ex (referenced further as contractor), shall be in effect and binding, throughout the performance of this agreement.

1. Contractor shall keep and maintain sufficient liability insurance, necessary to cover the owner and contractor, for injury or death as a result of performance of work, to industry standards. A certificate of not less than two million dollars (\$2,000,000.00) combined aggregate/liability insurance naming JLL Pioneer and Krauthco Inc. shall be provided by contractor.
2. Contractor shall be MSHA compliant and maintain all necessary permitting and licensing, as required by all regulatory agencies. Contractor shall be responsible for any violations, corrections, and fines as a result of work. Contractor shall perform work in accordance with all health and safety protocols of Owner and or his Representative.
3. Contractor shall adhere to site specific conditions to include, but not limited to, view shed protection, adequate dust suppression, noise monitoring, traffic patterns, hours of permitted operation, boundary compliance, site specific training, and necessary safety rules and regulations.
4. Drilling and blasting operations shall be licensed, permitted, and conducted by the contractor to industry standards. All reasonable effort shall be made to give notice to owner of scheduled blasting operations, to accommodate notice to the neighboring land owner, east of the quarry. Vibration and noise must be kept to a reasonable minimum that maximizes yield and still gives consideration to neighboring land owner interests. If Contractor anticipates explosives use to exceed any threshold noise or vibration industry standards, beyond a level requiring recorded monitoring, Contractor shall be responsible to provide personnel and equipment (at Contractor's expense) to conduct said monitoring, if/when required.
5. Contractor shall perform all work in accordance with schedule outlined in proposal. Contractor shall commence crushing operations on or about April 15th, 2021 and shall continuously perform operations until minimums set forth in the **Operations Order** (attached) are completed.
6. An incidental costs or change orders, to the proposal must approved, in writing, by Owner prior to authorization. No Additional agreements of funding or payment shall be paid, without written approval, by Owner. Any disputes shall be resolved by mediation and in the event of litigation, Contractor agrees to Colorado Jurisdiction on any matters not solved by mediation. All costs associated with litigation shall be the responsibility of the party bringing action beyond mediation. Contractor waives the right to seek costs or damages for litigation, as a result of disputed claims regarding payments outside the scope of the proposal, not authorized in writing.

Super Ex

JLL Pioneer

BLAST PLAN - SUPEREX. LLC.



16 LBS ANFO PER HOLE
 194 LBS MAX ANFO PER DELAY
 189 GRAM DET COND
 25 AND 42 MS SURFACE DELAYS
 7' X 7' PATTERN

PIONEER FOURMILE MINE MARCH 2021

Bruce G
 3/19/21