West Bijou Bond Forfeiture Project

AGREEMENT FOR RECLAMATION ACTIVITIES

This Agreement is made this 29th day of APRIL 2020, between (Owner) DFWM Ranch LLC, the State of Colorado, acting through its Department of Natural Resources, Division of Reclamation, Mining and Safety ("Colorado"), and Nakupuna Companies ("Contractor").

DFWM Ranch LLC, represents to Colorado and Contractor that it owns the described real property located in the County of Adams and the State of Colorado:

Work Description

The West Bijou Creek Project involves the removal and proper disposal of an approximately 4 cubic yard (4cy) concrete pad and large metal Bull Grate as well as the safeguarding of two hundred seventy five feet (275ft) of six foot (6ft) highwall. The highwall will be graded to a three to one (3:1) slope. An estimated 11.5 acres of the pit bottom as well as any areas disturbed by construction activities will be revegetated with a native seed mix specified by the permit reclamation plan.

Legal Description
Section 32 and 33 Township 3S Range 61W, Parcel 0811000000072 and Parcel 181132100002

Colorado has included sites on tracts of land owned by Owner in its Abandoned Mine Reclamation Plan ("Plan") approved by the Office of Surface Mining Reclamation and Enforcement of the United States Department of the Interior on June 11, 1982 pursuant to Title IV of the Surface Mining Control and Reclamation Act of 1977. Colorado has offered to conduct, at no cost to Owner, reclamation activities pursuant to the Plan on the Project site. Colorado proposes to hire Contractor to perform the reclamation activities. Owner will bear no financial responsibility for the reclamation of the West Bijou Pit.

Owner is willing to give consent to such reclamation activities on the conditions described in this Agreement.

Therefore, in consideration of the consent and permission granted to Colorado and Contractor by Owner, Colorado and Contractor agree with Owner as follows:

1. Owner grants permission to Colorado, its agents, employees, and contractors, including Contractor, to enter upon the project site for the length of time necessary (but not exceeding 60 days) to complete the "Work" described above. Colorado shall give reasonable notice to Owner before its entry and its commencement of the Work.

2. Contractor shall effect, at no cost to Owner, the Work described in above in a good and workmanlike manner. The Work shall, once commenced, be diligently pursued to completion and without unreasonable delay. Contractor guarantees that the Work shall be free from defects in materials and workmanship and that all materials incorporated into the Work shall be fit for the use and purpose intended and shall not be subject to any chattel mortgage, security agreement, or other interest in a third party.

3. In effecting the Work under this Agreement, Contractor, its agents, employees, and subcontractors, shall comply with all applicable federal, state, and local laws, rules, and regulations. All Work required to be performed by licensed personnel shall be carried out by personnel so licensed.

4. All persons performing any Work under this Agreement, including all employees, agents, servants, and subcontractors engaged by Contractor shall be at all times the sole employees of and subject to the control and direction of Contractor and shall not be the employees or subject to the direction or control of Owner in any way.

5. Contractor shall pay all sales, occupational, gross receipts, compensating, business, excise, or other taxes of any kind levied or imposed in connection with the Work. In addition, the contractor shall furnish the landOwner with valid lien waivers duly executed by the contractor and by all other persons or other entities which might otherwise acquire liens upon the lands described above pursuant to the Colorado General Mechanics' Lien Act, section 38-22-101 to 133 C.R.S.

6. Contractor shall assume the risk of all injuries, including death resulting therefrom, to persons, (including employees and contractors of Contractor, Owner or any third party) and damage to and destruction of property resulting directly or indirectly, wholly or in part, from the prosecution or omission of any work or obligation undertaken or required by this Agreement or the occupation and possession of the premises, and shall indemnify and save harmless Owner (including its officers, employees, agents, and/or affiliated companies) from and against any and all liability arising therefrom, including all expense, legal or otherwise, incurred by Owner in the investigation and defense of any claim or suit. Contractor agrees to indemnify Owner from and against any and all liability arising from activities and work conducted pursuant to this Agreement on the above-described Owner property for the duration of the actual period of work. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

7. Contractor shall secure, or cause anyone entering upon the premises at its request to secure, before commencing and shall maintain or cause to be maintained during the performance of the Work (a) Comprehensive General Liability Insurance, which includes operations & premises coverage, products/completed operation coverage, contractual liability coverage, all on an occurrence basis, all with combined single limit of liability of $1,000,000.00; (b) Statutory Workmen's Compensation and Occupational Disease Disability Insurance; (c) Employers' Liability Insurance with limits of $500,000.00 each occurrence; (d) Automobile Insurance with a combined single limit of liability of $1,000,000.00. Prior to commencing work, Contractor shall also furnish to Owner evidence of the foregoing insurance coverage in the form of Certificates of Insurance. All such insurance shall be underwritten by an insurance company acceptable to Owner.

8. The duties and obligations of Contractor in Sections 2 through 7 above are enforceable only against Contractor and not Colorado.

9. Colorado agrees that the Work will be designed and engineered in accordance with professional standards generally prevailing in Colorado.

10. All the covenants and agreements of Contractor contained in this Agreement shall inure to the benefit of the successors and assigns of Owner.

11. This Agreement shall be effective for the period of time necessary for Colorado and Contractor to effect the Work, but in no event shall the permission for entry extend beyond 24 months after the date of this Agreement unless Owner has specifically agreed to an extension in writing.

12. The performance of the said reclamation activities upon the said lands shall in no way preclude or restrict Owner, its successors or assigns, from utilizing the said lands for the purpose of investigating, prospecting, exploring, developing, mining, operating for, producing, consuming, transporting and marketing all grades and types of coal or any other type of mineral situated and lying or being in, under or upon the said lands by any method of methods deemed desirable by Owner, his successors or assigns, whether the same be now or hereafter known, expressly including, but not limited to, mining by strip, open pit, underground, auger, solution, and in-situ combustion methods.

The Landowner has an existing responsibility to insure that any abandoned or inactive mine openings located on his/her properties are adequately safeguarded and all present and subsequent Landowners are required to maintain the mine closure after the Work had been completed as outlined in C.R.S. 34-24-110(1). This responsibility is unchanged by this consent to have these reclamation activities performed.

IN WITNESS WHEREOF, Owner, Colorado and Contractor have executed this Agreement effective the date first written above.

State of Colorado
Department of Natural Resources
Division of Reclamation, Mining and Safety

By: Jeff Graves Digitally signed by Jeff Graves DN: cn=Jeff Graves, o=Division of Reclamation, Mining and Safety, ou=Inactive Mine Program, email=jeff.graves@state.co.us, c=US Date: 2020.05.05 10:39:08 -06'00'

Title: Program Director, IMRP

CONTRACTOR

Nakupuna Companies
12295 West 48th Avenue
Wheat Ridge, CO 80033

By: Digitally signed by Cariann Ah Loo Date: 2020.05.04 10:47:21 -10'00'

Title: President

OWNER

DFWM Ranch LLC
3701 S Colorado Blvd.
Cherry Hills Village, CO 80113

By:

Title: MANAGER