



## ESCROW AGREEMENT

In Reply Refer to:  
COC-074205 (CON040)

THIS ESCROW AGREEMENT (this “**Agreement**”), is made and entered into as of September 25, 2019, by and between RMR Aggregates, Inc., a Colorado corporation (the “**Operator**”) and the Bureau of Land Management, U.S. Department of the Interior (the “**BLM**”).

### RECITALS

A. The following described lands (“**Subject Lands**”), public lands of the United States, were claimed pursuant to the mining laws by Operator and/or Operator’s predecessors-in-interest: 44 placer mining claims as further described in Exhibit A (attached hereto).

B. Operator has maintained mining claims described in Exhibit A in compliance with annual filing requirements with the intention to produce chemical grade calcium carbonate (“**Minerals**”) from the natural deposit found therein.

C. Operator believes that the Minerals on the Subject Lands are subject to disposal under the Mining Law of 1872 (the “**Mining Law**”). Operator also believes that the Minerals have a property giving them a distinct and special value. Operator currently has an approved plan of operations under the BLM’s regulations as 43 C.F.R. Part 3809, serialized as COC-074205, that authorizes it to conduct mining operations in accordance with the approved plan.

D. The BLM believes that the Minerals Operator is removing from the Subject Lands may not be subject to disposal under the Mining Law. The BLM believes that Operator would be in trespass by removing nonlocatable minerals from the Subject Lands. The BLM has begun a mineral examination of the Subject Lands to determine the appropriate disposal authority and provide its conclusions in a mineral report. If the mineral report concludes that the Minerals are not subject to the Mining Law, the BLM may initiate administrative contest proceedings regarding the mining claims located on the Subject Lands, unless Operator duly acknowledges that the Minerals are not subject to the Mining Law.

E. Operator and the BLM have agreed to enter into this Agreement to protect their respective interests while operations subject to the approved plan of operations continue and pending the outcome of the mineral examination and any subsequent proceedings that would determine the appropriate disposal authority for the Minerals.

NOW, THEREFORE, Operator and the BLM, by and through their respective authorized representatives, hereby agree as follows:

1. Operator shall establish an escrow account (“**Escrow**”) with a responsible, neutral escrow holder in the State of Colorado and provide the BLM Colorado River Valley Field Office, in writing, the name, address, and phone number of the Escrow holder; the escrow account number; and a copy of the Escrow agreement between Operator and the Escrow holder. The Escrow and the Escrow agreement shall be consistent with this Agreement.

2. Operator, within 30 days of executing this Agreement, shall fund into the Escrow a sum of money equal to the fair market values for products listed in Exhibit B multiplied by the number of tons of material Operator excavated and removed from the Subject Lands beginning as of November 24, 2018.

3. Once the Escrow has been established, and Operator has paid into the Escrow the sum prescribed in Paragraph 2 above, Operator shall prepare and deliver to the BLM Colorado River Valley Field Office a report describing the amount of Minerals removed and the moneys escrowed.

4. Thereafter, on a monthly basis, Operator shall prepare and deliver to the BLM Colorado River Valley Field Office a report describing the quantity of Minerals excavated and removed from the Subject Lands during the preceding month. The report shall be in a format prescribed by the BLM (see Exhibit C), and shall be submitted no later than the 20<sup>th</sup> day following the end of the month for which Operator is reporting. Operator shall maintain and preserve records, maps and surveys related to production, verification, and valuation as directed by the BLM. Photocopies of scale receipts shall be attached to each month's summaries submitted to the BLM Colorado River Valley Field Office.

5. No later than the 20<sup>th</sup> day following the end of the month for which Operator reports production as required under paragraph 4 above, Operator shall pay into the Escrow a sum of money equal the appraised values listed in Exhibit B (subject to paragraph # below) multiplied by the number of tons Operator removed from the Subject Lands in the preceding calendar month.

[#] The fair market values listed in Exhibit B may be reappraised by the BLM two years from the effective date of this Agreement, and reappraised thereafter at two year intervals. So long as this Agreement is in effect, Operator agrees not to dispute or to challenge in anyway such reappraisal.

6. Operator shall instruct the Escrow holder to invest the escrowed moneys in one or more appropriate interest-bearing accounts or investments insured by the Federal Deposit Insurance Corporation. The account shall earn interest at prevailing market rates. Interest shall accrue pending completion of the mineral examination and any administrative adjudication as provided below. BLM must be identified as a beneficiary on the Escrow. In no event shall the Escrow holder release any monies without the express written consent of BLM

7. When the BLM's determination in Recital D has become final, the BLM shall notify Operator in writing. Within 30 business days after receiving such notices from the BLM, Operator shall direct the Escrow holder to disburse the escrowed moneys as follows: if some or all of the Minerals are determined to be subject to the Mining Law, Operator shall direct the Escrow holder to disburse those escrowed moneys attributable to the Minerals determined to be subject to the Mining Law, together with accrued interest thereon, to Operator; if some or all of the Minerals are determined to be subject to the Materials Act, Operator shall direct the Escrow holder to disburse those escrowed moneys attributable to the Minerals determined to be subject to the Materials Act to the DOI-BLM.

8. In the event that Operator fails to provide the reports in accordance with Paragraph 4 or payments in accordance with Paragraph 5 of this Agreement, after 30 days' notice from the BLM of such failure, Operator's removal of the Minerals shall be treated as unauthorized use under 43 C.F.R. Part 3600 and Operator may be subject to liability for damages to the United States and prosecution under applicable law as specified in 43 C.F.R. subpart 9239.

9. In the event that some or all of the Minerals are determined not to be subject to the Mining Law, and Operator fails to direct the Escrow holder in accordance with Paragraph 7, Operator's removal of the Minerals shall be treated as unauthorized use under 43 C.F.R. Part 3600 and Operator may be subject to liability for damages to the United States and prosecution under applicable law as specified in 43 C.F.R. subpart 9239.

10. Nothing in this Agreement shall be construed as a limitation on the BLM's authority or responsibility to enforce Operator's approved plan of operations; to consider, to approve or to disapprove, Operator's pending plan of operations modification; or to take any other action consistent with the mining laws or other applicable law.

11. This Agreement does not constitute surface use authorization under the BLM's regulations for any lands on which there is no current surface use authorization under the BLM's regulations.

12. Operator retains any rights it may have to dispute or defend against the BLM's determination in paragraph D, above, or any BLM decision affecting the mining claims listed in Exhibit A. The pendency or outcome of any administrative or judicial action involving the Subject Lands shall have no effect on the Parties' rights and responsibilities under this Agreement.

13. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof, and may not be amended except by an instrument in writing signed by the Parties. There are no warranties or representations by either party other than those expressly contained herein. Any ambiguities shall not be construed in favor or against either party.

14. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective officers, directors, employees, representatives, successors, and assigns.

15. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

16. The Parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

17. This Agreement shall be effective upon the last day affixed by the signatories as shown below.

18. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be delivered or sent by first class mail to:

For RMR Aggregates, Inc.,


Gregory Dangler  
President  
4601 DTC Blvd., Suite 130  
Denver, CO 80237

For BLM,


Larry W. Sandoval, Jr.  
Field Manager  
Colorado River Valley Field Office  
2300 River Frontage Road  
Silt, CO 81652

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

RMR AGGREGATES, INC.

By   
Name:  
Title:

UNITED STATES DEPARTMENT OF THE  
INTERIOR  
BUREAU OF LAND MANAGEMENT  
COLORADO RIVER VALLEY FIELD OFFICE

By   
Name: Larry W. Sandoval  
Title: field manager

**EXHIBIT A**  
**Description of Placer Mining Claims**

Chemin No. 1 – BLM Serial No. CMC-251541 - E 1/2 NE 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Chemin No. 2 – BLM Serial No. CMC-251542 - W 1/2 NE 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Chemin No. 3 - BLM Serial No. CMC-251543 - E 1/2 NW 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Chemin No. 4 - BLM Serial No. CMC-251544 - W 1/2 NW 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Chemin No. 5 - BLM Serial No. CMC-251545 - W 1/2 SE 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Chemin No. 6 - BLM Serial No. CMC-251546 - E 1/2 SW 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Chemin No. 7 - BLM Serial No. CMC-251547 - W 1/2 SW 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 1 - BLM Serial No. CMC-276917 - W 1/2 NW 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 2 - BLM Serial No. CMC-276918 - E 1/2 NW 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 3 - BLM Serial No. CMC-276919 - W 1/2 NE 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 4 - BLM Serial No. CMC-276920 - E 1/2 NE 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 5 - BLM Serial No. CMC-276921 - W 1/2 NW 1/4 NW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 6 - BLM Serial No. CMC-276922 - E 1/2 NW 1/4 NW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 7 - BLM Serial No. CMC-276923 - W 1/2 NE 1/4 NW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 8 - BLM Serial No. CMC-276924 - E 1/2 SE 1/4 NW 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 9 - BLM Serial No. CMC-276925 - W 1/2 SW 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 10 - BLM Serial No. CMC-276926 - E 1/2 SW 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 11 - BLM Serial No. CMC-276927 - W 1/2 SE 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 12 - BLM Serial No. CMC-276928 - E 1/2 SE 1/4 NE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 13 - BLM Serial No. CMC-276929 - W 1/2 SW 1/4 NW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 14 - BLM Serial No. CMC-276930 - E 1/2 SW 1/4 NW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 15 - BLM Serial No. CMC-276931 - W 1/2 SE 1/4 NW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 16 - BLM Serial No. CMC-276932 - W 1/2 NE 1/4 SW 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 17 - BLM Serial No. CMC-276933 - E 1/2 NE 1/4 SW 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 18 - BLM Serial No. CMC-276934 - W 1/2 NW 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 19 - BLM Serial No. CMC-276935 - E 1/2 NW 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 20 - BLM Serial No. CMC-276936 - W 1/2 SE 1/4 SW 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 21 - BLM Serial No. CMC-276937 - E 1/2 SE 1/4 SW 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 22 - BLM Serial No. CMC-276938 - E 1/2 SE 1/4 SE 1/4, Section 36, T5S, R89W, 6th P.M.  
Storm Queen No. 23 - BLM Serial No. CMC-276939 - W 1/2 SW 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 24 - BLM Serial No. CMC-276940 - E 1/2 SW 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.  
Storm Queen No. 25 - BLM Serial No. CMC-276941 - W 1/2 NW 1/4 NE 1/4, Section 4, T6S, R89W, 6th P.M.  
Storm Queen No. 26 - BLM Serial No. CMC-276942 - E 1/2 NW 1/4 NE 1/4, Section 4, T6S, R89W, 6th P.M.  
Storm Queen No. 27 - BLM Serial No. CMC-276943 - W 1/2 NE 1/4 NE 1/4, Section 4, T6S, R89W, 6th P.M.  
Storm Queen No. 28 - BLM Serial No. CMC-276944 - E 1/2 NE 1/4 NE 1/4, Section 4, T6S, R89W, 6th P.M.  
Storm Queen No. 29 - BLM Serial No. CMC-276945 - W 1/2 NW 1/4 NW 1/4, Section 3, T6S, R89W, 6th P.M.  
Storm Queen No. 30 - BLM Serial No. CMC-276946 - E 1/2 NW 1/4 NW 1/4, Section 3, T6S, R89W, 6th P.M.  
Cascade No. 1 - BLM Serial No. CMC-251537 - E 1/2 NE 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.  
Cascade No. 2 - BLM Serial No. CMC-251238 - W 1/2 NE 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.  
Cascade No. 3 - BLM Serial No. CMC-250939 - W 1/2 SE 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.

Cascade No. 4 - BLM Serial No. CMC-250640 - E 1/2 SE 1/4 SW 1/4, Section 31, T5S, R88W, 6th P.M.  
 Oasis No. 1 - BLM Serial No. CMC-290391 - S 1/2 NE 1/4 NW 1/4, Section 24, T5S, R89W, 6th P.M.  
 Oasis No. 2 - BLM Serial No. CMC-290392 - W 1/2 NW 1/4 NW 1/4, Section 24, T5S, R89W, 6th P.M.  
 Oasis No. 3 - BLM Serial No. CMC-290393 - E 1/2 NW 1/4 NW 1/4, Section 24, T5S, R89W, 6th P.M.

**EXHIBIT B**

**Mid-Continent Quarry Fair Market Values**

Crushed limestone: \$1.30/ton  
 Rip rap: \$1.50/ton  
 Limestone boulders: \$3.00/ton  
 Crusher fines: \$0.51/ton

**EXHIBIT C**

**Required Report Format**

Date	Invoice #	Customer	Product	Quantity (tons)	Charge (\$ per ton)	Amount (\$)	Scale Ticket Number	FMV (\$ per ton)	Total value (\$)