



OFFICIAL RECORD
AMY ELMER, RECORDER

When Recorded, Return to:

Roger Smith
Salt River Materials Group
8800 E. Chaparral Rd., Suite 155
Scottsdale, Arizona 85250-2606

The undersigned hereby affirm that this document does not contain a social security number.

ROYALTY TERMINATION AGREEMENT
ASSIGNMENT OF KLOMP ROYALTY AGREEMENT

THIS ROYALTY TERMINATION AGREEMENT (this "Agreement") is made and entered into effective as of the 21 day of Aug, 2019 (the "Effective Date"), by and between Shamrock Group LLC, a Utah limited liability company, Shamrock Pozzolan, LLC, a Utah limited liability company, Shamrock Mining & Metals, LLC, a Utah limited liability company and Shamrock Pozzolan, LLC, a Nevada limited liability company (collectively "Shamrock," and individually, a "Shamrock Entity") with an address at: 1412 W. State St., Pleasant Grove, UT 84062, and Phoenix Cement Company, a division of Salt River Pima-Maricopa Indian Community, d.b.a. Salt River Materials Group ("SRMG"), with an address at: 8800 E. Chaparral Rd., Suite 155, Scottsdale, Arizona, 85250-2606.

Recitals:

WHEREAS, Shamrock and SRMG entered into an Asset Purchase Agreement, dated as of June 18, 2007 that was amended: (i) by a First Amendment dated October 15, 2007; (ii) by a Second Amendment dated November 7, 2007; by a Third Amendment dated December 28, 2007; and (iii) by a Fourth Amendment dated December 28, 2007 (collectively the "Asset Purchase Agreement");

WHEREAS; pursuant to the Asset Purchase Agreement, SRMG and Shamrock entered into a Royalty Agreement dated December 28, 2007 (the "SRMG Royalty Agreement") under which SRMG agreed to pay Shamrock a royalty payment on pozzolan extracted and sold from the "Pozzolan Mining Claims" (as defined in the Asset Purchase Agreement and legally described on the attached Exhibit A) acquired by SRMG;

WHEREAS Shamrock and SRMG desire to jointly terminate the SRMG Royalty Agreement and cancel the SRMG Royalty Agreement of record.

NOW, THEREFORE, for good and valuable consideration in the amount of Fifty Thousand Dollars (\$50,000.00), and the mutual covenants and agreements contained herein, the receipt

and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Agreements:

1. Termination of Royalty Agreement. The Royalty Agreement is hereby terminated.
2. No Further Rights or Obligations. SRMG shall have no further obligations of any kind whatsoever under, or with respect to, the Royalty Agreement. Shamrock, in furtherance thereof, hereby knowingly and voluntarily releases SRMG, and any and all officers, members, agents, directors or owners of SRMG, from any and all claims, debts, damages, causes of action, liabilities, accounts and all rights to payments whatsoever, known or unknown, arising by reason of any matter connected with the Royalty Agreement and/or the Pozzolan Mining Claims.
3. Shamrock Representations and Indemnification. Shamrock and each Shamrock Entity represents and warrants to SRMG that the party executing this Agreement on behalf of Shamrock and each Shamrock Entity is duly authorized to bind Shamrock and each Shamrock Entity with respect to the terms and conditions of this Agreement and that this Agreement is binding and enforceable against Shamrock and each Shamrock Entity in accordance with its terms. Shamrock and each Shamrock Entity agrees to indemnify, defend and hold harmless SRMG and its officers, directors, employees, agents, affiliates, parent, subsidiaries, permitted successors and assigns for, from and against any and all losses, claims, demands, damages, costs and expenses, counterclaims, suits, demands, actions, causes of action, injuries, judgments, debts, costs, expenses (including without limitation attorneys' fees and expenses) or other liabilities of every character whatsoever relating to or arising out of a breach of the representations and warranties set forth above.
4. Additional Acts. Shamrock shall perform, execute and/or deliver any additional documents and/or assurances as SRMG may reasonably request to insure, secure or perfect the matters set forth herein.
5. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
6. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

7. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

8. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Arizona.

9. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

10. Sophistication of Parties. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with his counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

[See next page for signatures and notary blocks]

SHAMROCK POZZOLAN, LLC
a Nevada limited liability company

By: [Signature] Robb M. Taylor

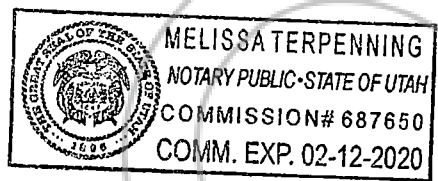
Title: MANAGER / MEMBER

STATE OF Utah)
): ss.
County of Utah)

On the 21st day of Aug, 2019, before me, a Notary Public in and for said State and County, personally appeared Robb M Taylor, Manager of SHAMROCK POZZOLAN, LLC, a Nevada limited liability company, personally known (or proved) to me to be the person who executed the above Royalty Termination Agreement, and acknowledged to me that he executed the same for the purposes stated therein.

[Signature]
NOTARY PUBLIC

(Seal)



My Commission Expires: 02-12-2020

