



OFFICIAL RECORD  
AMY ELMER, RECORDER

Recorded at the request of  
and return to:

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

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

### ASSIGNMENT OF KLOMP ROYALTY AGREEMENT

THIS ASSIGNMENT OF KLOMP ROYALTY AGREEMENT (the "Assignment") is made as of this 21 day of Aug, 2019 (the "Effective Date"), by 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") and Phoenix Cement Company, a Division of the Salt River Pima-Maricopa Indian Community, dba SRMG Materials Group ("SRMG").

#### RECITALS:

WHEREAS Shamrock is a party to a Royalty Agreement dated September 17, 2007 by and among Dr. Steven W. Klomp ("Klomp") and Shamrock (the "Klomp Royalty Agreement") under which Klomp agreed to pay Assignor a royalty payment on pozzolan extracted by Klomp and/or companies affiliated with Klomp from certain mining claims located in the vicinity of mining claims owned by SRMG (the "Claims," as defined in the Klomp Royalty Agreement).

B. Shamrock desires to assign to Assignee all of Assignor's right, title, interest in and to the Klomp Royalty Agreement.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the mutual covenants and agreements contained herein, the consideration set forth in that certain Royalty Termination Agreement of even date herewith between the Parties, the

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

1. Assignment of Klomp Royalty Agreement. Shamrock hereby conveys and assigns to Assignee all of Shamrock's right, title and interest in and to the Klomp Royalty Agreement.

2. Indemnification. Shamrock shall indemnify, defend and hold SRMG, its officers, directors and shareholders, harmless from and against any and all demands, claims, actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by SRMG, directly or indirectly, by reason of, relating to, or arising in connection with any claim relating to the Klomp Royalty Agreement (including this Assignment) or the business or other activities conducted on the Claims prior to the Effective Date.

3. Additional Acts. Assignor shall perform, execute and/or deliver any additional documents and/or assurances as Assignee may reasonably request to insure, secure or perfect Assignee's interest in any of the items assigned to Assignee by this Assignment.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

DATED as of the date first mentioned above.

[See next page for signatures]

SHAMROCK MINING & METALS, LLC  
a Utah limited liability company

By: [Signature] Robb M. Taylor

Title: MANAGER/MEMBER

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

On the 21<sup>st</sup> day of AUG 2019, before me, a Notary Public in and for said State and County, personally appeared Robb M. Taylor, Manager of SHAMROCK MINING & METALS, LLC, a Utah 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: 2-12-2020

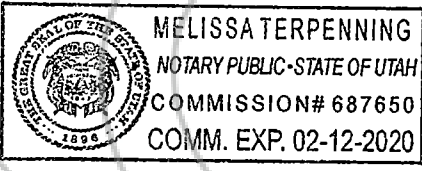
SHAMROCK POZZOLAN, LLC  
a Utah limited liability company

By: [Signature] Robb M. Taylor

Title: MANAGER / MEMBER

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

On the 21<sup>st</sup> 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 Utah 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.

(Seal)  MELISSA TERPENNING  
NOTARY PUBLIC - STATE OF UTAH  
COMMISSION# 687650  
COMM. EXP. 02-12-2020

[Signature]  
NOTARY PUBLIC

My Commission Expires: 02-12-2020

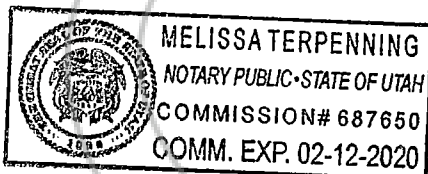
SHAMROCK GROUP, LLC  
a Utah limited liability company

By: [Signature] Robb M. Taylor  
Title: MANAGER member

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

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[Signature]  
NOTARY PUBLIC



(Seal)

My Commission Expires: 02-12-2020

SHAMROCK POZZOLAN, LLC  
a Nevada limited liability company

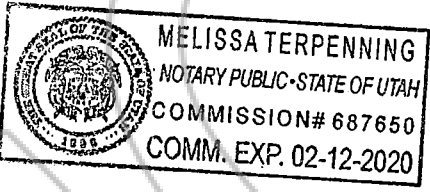
By: Robb M. Taylor Robb M. Taylor

Title: MANAGER/MEMBER

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

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[Signature]  
NOTARY PUBLIC

(Seal) 

My Commission Expires: 02-12-2020