

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0103
Expires: October 31, 2017

Office
LOWER SONORAN FIELD OFFICE
Contract Serial Number
AZA-035160

CONTRACT FOR THE SALE OF MINERAL MATERIALS

The UNITED STATES OF AMERICA acting through the Bureau of Land Management (BLM), and CEMEX CONSTRUCTION MATERIALS SOUTH, LLC you, the purchaser, make this AGREEMENT, under the authority of the Act of July 31, 1947 (61 Stat. 681), as amended at 30 U.S.C. 601 through 604, and the regulations at 43 CFR Group 3600.

We agree:

Sec 1. Contract area – Under the terms and conditions of this contract, the United States sells to you and you buy the mineral materials listed in Section 2 and contained in the following lands as shown on the map and mining plan attached to this contract:

COUNTY	STATE	TOWNSHIP	RANGE	SECTION	ALIQUOT PARTS	MERIDIAN	ACREAGE
PINAL	AZ	5 SOUTH	8 EAST	12	S1/2 NW, N1/2 N1/2 N1/2 SW	GILA & SALT RIVER	93.60

Pit Name (if any): ATTAWAY ROAD

BLM will check this box if this contract is in a Community Pit. Community Pit Serial Number:

Sec. 2. Amount and price of materials – The United States determines the total purchase price by multiplying the total quantity of mineral material designated by the unit price given below, or as changed through reappraisal.

KIND OF MATERIAL <i>You may list only one material commodity per contract</i>	QUANTITY <i>(Unit of Measure must be specified in next column)</i>	UNIT OF MEASURE <input type="checkbox"/> Cubic Yards OR <input checked="" type="checkbox"/> Tons <i>(Choose only 1)</i>	PRICE PER UNIT	TOTAL PRICE
Sand and Gravel, S&G	300,000.00	Tons	\$0.70	\$210,000.00
Reclamation Fee, if in a Community Pit:				\$0.00
TOTAL PURCHASE PRICE				\$210,000.00
PERFORMANCE BOND				

BLM's determination of the amount of materials that you have taken under the contract is binding on you. You may appeal this determination as provided in Section 19.

You are liable for the total purchase price, even if the quantity of materials you ultimately extract is less than the amount shown above. You may not mine more than the quantity of materials shown in the contract.

If you pay in full in advance, BLM will check this box, and Subsections 3(a) through 3(c) do not apply to your contract.
You must pay in full for all sales of \$2,000 or less.

Sec. 3. Payments, title, and reappraisals – You may not extract the materials until you have paid in advance for them in full \$210,000.00, or paid the first installment of \$10,500.00.

(a) If you pay in installments, you must pay the first installment before BLM approves the contract.

(b) Once you start removing material, you must pay each subsequent installment payment monthly in an amount equal to the value of materials removed in the previous month. Payment must be made by the 15th day following the end of the month for which you are reporting. You must pay the total purchase price not later than 60 days before the contract expires.

(c) The United States will retain the first installment as security for your full and faithful performance and will apply it to the last installment required to make the total payment equal to the total price given in Section 2.

If you are late making an installment payment, you must not remove any more material until you have paid. Removing material you have not paid for is trespass, and for trespass you must pay at triple the appraised unit price, or at triple the reappraised unit price if BLM has made a reappraisal. To resume removal operations after you were late making payments, you must obtain BLM's written approval.

(d) You must annually produce an amount sufficient to pay to the United States a sum of money equal to the first installment identified in this section. In lieu of such production, you may make an annual payment in the amount of the first installment. If in any contract year you make production payments that are less than the first installment, you must pay the difference between the production payments and the amount of the first installment. These annual payments are due on or before each anniversary date of the contract.

(e) You receive title to the mineral materials only after you have paid for them and extracted them.

Sec. 4. Bonds - (a) You must furnish BLM with a performance bond in the amount of \$ (no BLM recl. bond required) as a condition of issuing this contract.

(b) If you do not perform all terms of the contract, BLM will deduct an amount equal to the damages from the face amount of the bond. If the damages exceed the amount of the bond, you are liable for the excess. BLM will cancel the bond or return the cash or U.S. bonds you supplied when you have completed performance under this contract.

(c) BLM will require a new bond when it finds any bond you furnish under this contract to be unsatisfactory.

Sec. 5. Risk of loss - You assume complete risk of loss for all materials to which you have title. If material covered by this contract is damaged or destroyed before title passes, you are liable for all loss suffered if you or your agents are directly or indirectly responsible for the damages. If you are not responsible for the damage or destruction, you are liable only to the extent that the loss was caused by your failure to remove the material under the terms of this contract. You are still liable for breach of contract or any wrongful or negligent act.

Sec. 6. Liability for damage to materials not sold to you - You are liable for loss or damage to materials not sold to you if you or your agents are directly or indirectly responsible for the damage or loss. You are also liable if you fail to perform under the contract according to BLM's instructions and the United States incurs costs resulting from your breach of any contract term or your failure to use proper conservation practices. If the damage resulted from willful or gross negligence, you are liable for triple the appraised value of the damaged or destroyed materials. If the damage or destruction did not result from willful or gross negligence, you are liable for lesser charges, but not less than the appraised value of the materials.

Sec. 7. Stipulations and reserved terms - Your rights are subject to the regulations at 43 CFR Group 3600 now or hereafter in force and to any stipulations and the mining plan attached to this contract.

BLM will check this box if there are stipulations attached to this contract.

Sec. 8. Notice of operations - You must notify BLM immediately when you begin and end operations under this contract. If BLM has specified a time frame for notification, you must comply with that time frame.

Sec. 9. Assignments - You may not assign this contract without BLM's written approval.

Sec. 10. Modification of the Approved Mining or Reclamation Plan - You or BLM may initiate modification of these plans to adjust for changed conditions, or to correct any oversight. The conditions for BLM requiring you to modify these plans, or approving your request for modification are found in the regulations at 43 CFR 3601.44.

Sec. 11. Expiration of contract - This contract will expire 5 years, 0 months, 0 days from its approval date, unless BLM extends the term or renews the contract.

Sec. 12. Extensions of time - BLM may grant you an extension of time in which to comply with contract provisions under the regulations at 43 CFR 3602.27. For contracts with terms over 90 days, you must apply in writing no less than 30 or more than 90 days before your contract expires. For contracts with terms of 90 days or less you must apply no later than 15 days before your contract expires.

BLM will check this box if this contract is a renewable competitive contract.

Sec. 13. Renewal of renewable competitive contract - BLM will renew your renewable competitive contract if you apply in writing no less than 90 days before your contract expires and you meet the conditions in the regulations at 43 CFR 3602.47.

Sec. 14. Time for removing personal property - You have n/a days (not to exceed 90) from the date this contract expires to remove your equipment, improvements, and other personal property from United States lands or rights-of-way. You may leave in place improvements such as roads, culverts, and bridges if BLM consents. Any property remaining after this period ends, including extracted materials, becomes the property of the United States. You will remain liable for any costs of removing and disposing of the property and restoring the site.

Sec. 15. Violations and cancellations - (a) If you violate any terms or provisions of this contract, BLM may cancel your contract following the regulations at 43 CFR 3601.60 et seq., and recover all damages suffered by the United States, including applying any advance payments you made under this contract toward the payment of the damages.

(b) If you extract any mineral materials sold under this contract during a suspension period, or after the contract has expired or been canceled, you have committed, and may be charged with, willful trespass.

Sec. 16. Responsibility for damages suffered or costs incurred by the United States - If you, your contractors, subcontractors or employees breach this contract or commit any wrongful or negligent act, you are liable for any resulting damages suffered or costs incurred by the United States. You must pay the United States within 30 days after receiving a written demand from BLM.

Sec. 17. Equal opportunity clause - The actions you take in hiring must comply with the provisions of Executive Order No. 11246 of Sept. 24, 1965, as amended, which describe the non-discrimination clauses. You may get a copy of this order from BLM.

Sec. 18. *Effective date* - This contract becomes effective as indicated below.

If this contract becomes effective on the date BLM signs the contract, BLM will check this box.

If this contract becomes effective only after certain conditions are met, BLM will check this box, list the conditions below, and indicate the effective date.

Sec. 19. *Appeal* - You may appeal any decision that BLM makes in regard to this contract under Parts 4 and 1840 of Title 43 of the Code of Federal Regulations.

The following parties have executed this contract as of:

PURCHASER
CEMEX CONSTRUCTION MATERIALS SOUTH, LLC

(Individual or Firm Name)

5555 E VAN BUREN ST, STE #155
PHOENIX, AZ 85008

(Address)

(602) 416-2719

(Phone Number - include area code)

(Signature)

(Signature)

THE UNITED STATES OF AMERICA

By DAVID SCARBROUGH

(Print Name of BLM Official)

(Signature of BLM Official)

FIELD MANAGER, LOWER SONORAN FIELD OFFICE

(Title)

June 23, 2015

(Date)

If you are a corporation, affix corporate seal here:

Title 18 U.S.C. 1001, makes it a crime for any person knowingly or willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction, subject to a fine of up to \$10,000 and imprisonment up to 5 years.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 601 et seq.; 43 CFR Group 3600

PRINCIPAL PURPOSE: BLM uses this information to identify the parties entering into contracts for disposing of mineral materials.

ROUTINE USES: BLM will transfer information from the record or the record itself to appropriate Federal, State, local, or foreign agencies, when relevant to criminal, civil, or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If you do not provide this information to BLM, we will not be able to process your application for a contract.

The Paperwork Reduction Act requires us to inform you that:

The BLM is collecting this information to process your application and effect a binding contract.

The BLM will use this information to identify and communicate with applicants.

You must respond to this request to get a benefit.

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average about 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0103), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Phoenix District

Lower Sonoran Field Office

21605 North 7th Avenue

Phoenix, Arizona 85027

www.blm.gov/az/

SPECIAL STIPULATIONS FOR MINERAL MATERIALS CONTRACT AZA-031560

1. Mining at the subject property shall be in conformance with the plan of operations submitted by the purchaser and in accordance with the stipulations herein set forth. The purchaser will obtain and keep current and in good standing all permits required by the various City, County, State, and Federal agencies and will abide by the stipulations as set forth in said permits. Purchaser will comply with all applicable federal State, County, and City pollution standards and regulations.
2. The purchaser shall take fire precaution and conservation measures and shall dispose of slash or other debris resulting from operations hereunder in accordance with instructions from the authorized officer.
3. The Bureau of Land Management (BLM) authorization does not imply that Federal approval has been granted to the Purchaser or their customers for the right to transport trucks and rock products across any City, County, State, Federal, or private property or roads. Purchaser or their customers shall be held liable for any damages to such property.
4. The BLM's approval of the purchaser's plan of operations and authorization of a sales contract shall not be construed to effect a preemption of Arizona state laws and regulations, or to imply that the BLM has granted any approvals normally under the purview or regulatory authority of any City, County, State, or other Federal agencies.
5. Any previously unknown cultural and/or Paleontological resource (prehistoric or historic site or object) discovered by the holder, or any person working on his behalf, on the subject lands shall be reported immediately to the Bureau of Land Management's authorized officer. It is unlawful to disturb, deface, or remove these cultural and paleontological resources unless authorized by the Bureau of Land Management under a cultural resources use permit. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values.
6. Construction of a fence around identified cultural resources adjacent to the planned operating area in order to prevent inadvertent disturbance or excavation shall be constructed under guidance from the Lower Sonoran Field Office Archaeologist within 30 days of on-site verification of fencing parameters.

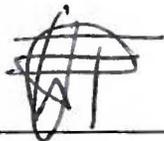
7. Access to the material site area shall be provided to BLM in order to conduct routine inspections of the extraction and removal of minerals, for the review of production records and sales data, or for the purpose of inspection or inventory of other resource values. Inspections may be unscheduled and will generally be conducted during normal working hours. When entering the project area BLM employees will first make their presence known to appropriate company personnel and then proceed to inspect the area in accordance with proper health and safety standards and requirements. Such inspections are not normally expected to stop or impede normal mining and processing functions by the company.
8. The monthly production and royalty is due BLM at this office as outlined in Sec. 3(b) of the contract and shall be reported as follows:
 - a. A list shall be provided to BLM showing the total of all sales of each material mined and transported during the reporting period. Listing shall include the product description, product weight in tons, per ton price charged, and if price was wholesale or retail.
 - b. If no sales occur during a particular month that should also be indicated by submitting a statement that there were no sales across the scales that month.
9. Purchaser shall defend, and hold harmless the United States and/or its agencies and representatives against and from any and all demands, claims, and liabilities of every nature whatsoever, including, but not necessarily limited to, damage to property and injuries or death of persons arising from any activity connected with the purchaser's use or occupancy of the lands described in this contract, or with the activity authorized under this contract. The area will be reclaimed in accordance with reclamation guidelines as found in the purchaser's Mining and Reclamation Plan, Metropolitan Phoenix Mineral Materials Program Guidelines, 1995, and H-3041-1, the Solid Mineral Reclamation Handbook.
10. As provided by 43 U.S.C. 1732, the Authorized Officer may order an immediate temporary suspension of this contract prior to a hearing or final administrative finding if he determines that such a suspension is necessary to protect health, safety, or the environment. Where other applicable law (i.e., MSHA, OSHA) contains specific provisions for suspension, revocation or cancellation, the provisions of such law shall prevail.
11. If the Purchaser violates any provisions of this contract, the Authorized Officer through written notice, has the option of refusing to issue any additional contracts to the Purchaser; or suspending further operations of Purchaser under this contract, except operations necessary to remedy any violations. If Purchaser fails to remedy all violations within thirty (30) days after receipt of a suspension notice, the Authorized Officer may, by written notice, cancel the existing contract and take appropriate action to recover all damages suffered by the Government from the violations, including application of any advance payments or performance bonds toward payment of damages.

12. If Purchaser extracts or removes any mineral materials under this contract during any period of suspension, or extracts materials after expiration of the time for extraction, or after the cancellation of this contract, such extraction or removal shall be considered both a willful trespass and a criminal trespass. The willful trespass will render Purchaser liable for the actual value of the materials at the time of conversion (use by the Purchaser). The criminal trespass may render Purchaser liable to criminal sanctions under the laws of the United States to include fines and/or imprisonment.
13. If Purchaser removes material in excess of the contract amount, but that volume is less than ten (10) percent of the contract amount, the trespass will be considered innocent. In the case of innocent trespass, sales will be suspended until the trespass has been resolved and payment at the appraised sales rate of the materials has been received by the Bureau of Land Management (BLM). If more than three such trespasses occur in a twelve (12) month period, the next trespass will be considered willful. This will result in charging the actual value of the materials at the time of conversion and suspension of sales for not less than thirty (30) days.
14. Solid waste will be disposed of in accordance with applicable local law. The purchaser shall promptly remove and dispose of all waste caused by its activities as directed by the authorized officer. The term "waste" as used herein means all discarded matter, but not limited to human waste, trash, garbage, refuse, petroleum products, ashes and equipment. Wastes shall be disposed of in a sanitary landfill unless otherwise approved by the authorized officer. No burial of wastes on site is allowed. The area shall be maintained at all times in a condition that is not hazardous to humans or livestock.
15. If blasting becomes necessary, Purchaser will ensure that all required permits are obtained, with copies provided to the BLM, and that all applicable laws and regulations are followed to ensure public safety.
16. Prior to removal of protected plants, the purchaser must have prior approval and the necessary authorizations issued by the State of Arizona. The Purchaser must notify the Arizona Department of Agriculture and Horticulture 30 days before the beginning surface disturbance for possible salvage of Arizona protected plants.
17. The purchaser shall implement plans and procedures to reduce the potential effects of spills or accidents which might include site security and safety measures, fire protection procedures, emergency response and notification procedures, best management practices for materials, transportation, handling and storage, contingency planning for accidental discharges and spill prevention control countermeasure planning. In the event of an accidental discharge or spill, the on-site emergency coordinator will direct the immediate cleanup. A list of emergency phone numbers will be on-site and readily accessible. Good housekeeping rules will be followed to keep chemicals and waste material from entering any drainage areas. This may include providing sediment ponds, implementing proper disposal of oil and grease and use of lined pits for chemical storage. Care will be taken to ensure that

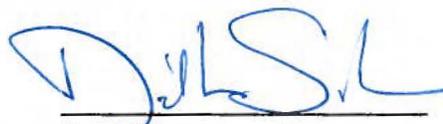
no oil, grease, used filters or antifreeze can contaminate the soil. All used items will be properly stored and disposed of.

18. In the event that invasive or nonnative plant species are found in the area of operations, the purchaser will undertake necessary measures to eliminate the species. If invasive, nonnative weeds are detected in the area of operations, the Purchaser shall implement weed control, prevention, and treatment factors to remove the seed source and limit seed transport. Suitable weed treatment and prevention techniques will be established by the BLM.
 19. If a live desert tortoise is encountered, operators must remove the tortoise from any danger and immediately contact the Arizona Department of Game and Fish so that they may determine if they need to recover the animal. In removing the tortoise from danger, follow "Guidelines for Handling Sonoran Desert Tortoises Encountered on Development Projects," revised October 23, 2007 by Arizona Game and Fish Department.
 20. Any mineral materials contract will be subject to prior valid existing rights, i.e. Rights-of-Way or other encumbrances. Purchaser shall not interfere with existing authorized uses, unless and until Purchaser has obtained permission from current permit and / or Right-of-Way holders and the BLM. Written authorization must be provided to the BLM from the holders of the existing Rights-of-Way outlining the nature and extent of allowable activities within the extent of the Rights-of-Way.
 21. When extraction of materials is completed, the Purchaser shall remove any hazards to public health and safety and/or wildlife.
 22. The Purchaser shall be responsible for adherence to the reclamation plan approved as part of this mineral materials sale contract.
 23. Upon termination of this contract, Purchaser shall remove or dispose of all waste, which has accumulated in the contract area as a result of the mining operation, to a public sanitary landfill or other proper disposal area. The term "waste," as used herein, includes, but is not limited to, garbage, human waste, trash, petroleum products and equipment.
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Stipulations 1 – 23 above are incorporated into this contract per the provisions of Sec. 7 of Form 3600-9, CONTRACT FOR THE SALE OF MINERAL MATERIALS. The signature(s) below indicate acknowledgement, acceptance, and receipt of these stipulations to the contract.



CEMEX Construction Materials
South, LLC



for: David Scarbrough
Field Manager
Lower Sonoran Field Office