

AGGREGATE MINING AGREEMENT

This Agreement is for the operation of an aggregate materials mining site entered into by BESSETTE RANCH, INC., a South Dakota Corporation in good standing, hereafter referred to as the Owner, and the Pennington County Highway Department, a Department of Pennington County, a political subdivision of the State of South Dakota, hereinafter referred to as the County, witnesseth:

Whereas, the County contemplates the development, operation and reclamation of an aggregate mining site as provided by law; and

Whereas, this aggregate mining site is located on real property of the Owner, hereinafter described as:

SECTION 14, T2S, R13E, BHM, PENNINGTON COUNTY, SOUTH DAKOTA

Now, therefore, it is expressly agreed and understood by the parties hereto that:

1. The Owner grants non-exclusive permission to the County, its agents, representatives and assigns or any contractor employed by the County to enter into the above-described property and to utilize native rock and soils available within this property for production of aggregate materials, and to transport said materials from the site. No other aggregate production or construction activities shall occur within the described site area without written authorization by the County.
2. The pit area shall be limited to 30 acres.
3. Payment to the owner by the County shall be at the rate of one dollar and twenty-five cents (\$ 1.25) per ton of aggregate material, based on readings of scales utilized during production activities. This payment shall be reviewed by the owner and the County and re-negotiated every ten (10) years.
4. Reclamation of the site shall be completed by the County according to South Dakota Department of Agriculture and Natural Resources standards.
5. Access to the site shall utilize the existing road locations as shown on the attached map or other agreed location. This access may be improved by the County with mutual agreement of the Owner.
6. Existing improvements shall be protected from damage by the County during operations within the site.
7. Stockpiles shall remain the property of the County and access to these stockpiles shall be allowed by the Owners until such stockpiles are removed in their entirety.
8. This agreement will commence immediately upon the effective date and be valid through December 31st, 2036 unless mutually agreed to be terminated by the Owner and the County. The Agreement becomes effective when this Agreement is signed by both parties' authorized representatives.
9. Owner represents and warrants to County that: (i) Owner owns the property in fee simple; (ii) no other persons or entities own any fee interest in the property material to this Agreement; to the best

of Owner's knowledge, the property is not in violation of any applicable laws, including laws related to health or the environment; and (iv) there are no currently effective leases, licenses, easements, or other encumbrances affecting all or any part of the property that are not of record or that have not been otherwise disclosed in writing to the County.

10. This Agreement may be terminated by mutual agreement of the parties. In the event there is a breach in any of the material terms of this Agreement, the non-breaching party must provide written notice to the other party regarding the breach, and upon receipt of this notice, the breaching party has ten (10) days to cure said breach. Any failure to cure the material breach within the allotted time may result in a default under this Agreement. Written notice must be provided to the defaulting party if a default is being declared under this Agreement.
11. Both parties will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to the Agreement, and will be solely responsible for obtaining current information on such requirements.
12. All foregoing conditions are binding to the Owners, their heirs or assigns, and the County, only upon approval of the Agreement by the County's authorized representative and the Owners. In the event that approval is not obtained, this Agreement is null and void and of no force or effect.
13. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the County Commission for this purpose. If for any reason the County Commission fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the County. Termination for any of these reasons is not a default by the County nor does it give rise to a claim against the County.
14. Any notice or other communication required under this Agreement must be in writing and sent to the following addresses:

Bessette Ranch Inc.
Leroy Bessette, President
Doug Bessette, Vice President
Bessette Ranch, Inc.
24380 176th Avenue
Wall, SD 57790

Pennington County
Joseph Miller
Pennington County Highway Superintendent
3601 Cambell Street
Rapid City, SD 57701-0124

Notices or communications to or between the parties are deemed delivered when mailed by first class mail, provided that notice of default or termination must be sent by registered or certified mail, or if personally delivered, when received by such party.

15. In the event that any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision in this Agreement.
16. This Agreement is solely for the parties and nothing in this Agreement is intended, nor will be deemed to confer any rights in, or give rise to any obligation to, or any cause of action by, any person or legal entity other than the parties to this Agreement.

18. Any modification or amendment to this Agreement must be in writing and executed by both parties.
19. This Agreement may be executed by any number of counterparts with the same effect as if all the parties had signed the same document. All such counterparts will be deemed original, and will be construed together and will constitute one instrument.
20. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. All other prior discussions, communications, and representations, both written and oral, are superseded by the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

