

TERMINATION AND RELEASE OF LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This Termination and Release of Lease Agreement (this "**Agreement**") is entered into effective as of ~~June~~ ^{July} 5, 2023 (the "**Effective Date**"), between Black Jack Marble 56, LLC, a Texas limited liability company ("**Lessor**"), and Huber Carbonates, LLC, a Delaware limited liability company ("**Lessee**").

RECITALS:

A. WHEREAS, on October 8, 1971, Bob Jay Darragh ("**Darragh**") and Holloway Dynamics, Inc. ("**Holloway**") entered into a Lease, which gave Holloway a lease to mine for limestone on certain tracts of land in Burnet County, Texas ("**Darragh Lease**"), which was filed for record with the Burnet County Clerk and recorded in the Gas, Oil and Mineral Records of Burnet County, Vol. 2, pages 613-616;

B. WHEREAS, the terms of the Darragh Lease were modified by a Settlement Agreement, with an effective date of November 16, 2007, between J.M. Huber Corporation ("**Huber**") and Steve Hurst and Hurst Capital Investments, LLC ("**Hurst**"), which resolved disputes regarding the Darragh Lease and the Lawsuit styled Cause No. 32886; J.M. Huber Corporation v. Hurst Capital Investments, LLC and Steve Hurst in the 33rd Judicial District Court of Burnet County, Texas ("**Settlement Agreement**");

C. WHEREAS, under the Settlement Agreement, a portion of the leased premises of the Darragh Lease was defined to include that certain 62.38 acres of land in Burnet County, Texas, as set out in Exhibit A attached hereto and incorporated by reference herein ("**Darragh Lease Southern Section**");

D. WHEREAS, on or about January 1, 2015, Huber conveyed to Huber Carbonates, LLC all its mineral interests in Burnet County, Texas, and thus Huber Carbonates, LLC was assigned and assumed all of lessee rights and liabilities under the Darragh Lease and the Settlement Agreement;

E. WHEREAS, on or about October 13, 2021, Black Jack Marble 56, LLC, acquired approximately 57 acres of land (the "**Property**"), surveyed and fully described in Exhibit B attached hereto and incorporated by reference herein, which Property is subject to the Darragh Lease and the provisions of the Settlement Agreement concerning the Darragh Lease Southern Section and with respect to which Lessor was assigned and assumed all of the rights and liabilities of "lessor" under the Darragh Lease and the Settlement Agreement;

F. WHEREAS, on or about October 17, 2021, the terms of the Darragh Lease were further modified by that certain Amendment to Mining Lease and Indemnity Agreement (the "**First Amendment**") entered into by and between Lessor, as successor-in-interest to Darragh and Hurst, and Lessee, as successor-in-interest to Holloway.

G. WHEREAS, pursuant to Paragraph 3 of the First Amendment, the Darragh Lease, with regard to the Darragh Lease Southern Section terminated on October 31, 2022 (the "Termination Date"). Lessor and Lessee wish to terminate and release the Darragh Lease with regard to the Darragh Lease Southern Section and acknowledge such termination by recording this Termination and Release of Lease Agreement in the Public Records of Burnet County, Texas.

NOW, THEREFORE, subject to an in accordance with the terms of this Agreement, Lessor and Lessee desire to terminate all obligations, liabilities and benefits under the Darragh Lease with regard to the Darragh Lease Southern Section as hereinafter provided.

AGREEMENTS:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Termination of Darragh Lease with regard to the Darragh Lease Southern Section.** Lessor and Lessee hereby terminate the Darragh Lease with regard to the Darragh Lease Southern Section effective as of 11:59 p.m. on the Termination Date. Except as otherwise provided in this Agreement, on the Termination Date, the Darragh Lease with regard to the Darragh Lease Southern Section only shall be null, void and no further force and effect and neither party shall have any further rights nor obligations under the Darragh Lease with regard to the Darragh Lease Southern Section and the property described in **Exhibit A** as the Darragh Lease Southern Section is released from the terms of the Darragh Lease.

2. **Representations of Lessee.** Lessee represents and warrants to Lessor and acknowledges that (a) Lessee has securely closed and/or removed the opening to the mine shaft located on the Darragh Lease Southern Section, (b) contemporaneously with the execution of this Agreement, Lessor has paid Lessee an amount equal to Three Hundred Thousand and No/100 Dollars (\$300,000.00) in connection with Section 8 of the First Amendment, (c) Lessee has not heretofore assigned all or any portion of its interest in the Darragh Lease with regard to the Darragh Lease Southern Section or sublet any portion of the Darragh Lease Southern Section, (d) no other person, firm or entity has any right, title or interest in the Darragh Lease with regard to the Darragh Lease Southern Section, and (e) Lessee has the full right, legal power and actual authority to enter into this Agreement and to terminate the Darragh Lease with regard to the Darragh Lease Southern Section.

3. **Representations of Lessor.** Lessor represents and warrants to Lessee and acknowledges that (a) contemporaneously with the execution of this Agreement, Lessor has paid Lessee an amount equal to Three Hundred Thousand and No/100 Dollars (\$300,000.00) in connection with Section 8 of the First Amendment, (b) Lessee has not heretofore assigned all or any portion of its interest in the Darragh Lease with regard to the Darragh Lease Southern Section or sublet any portion of the Darragh Lease Southern Section, and (c) Lessor has the full right, legal power and actual authority to enter into this Agreement and to terminate the Darragh Lease with respect to the Darragh Lease Southern Section.

4. Nothing contained in this Agreement is intended to modify the provisions of the First Amendment regarding termination of the Darragh Lease with respect to the Darragh Lease Southern Section.

5. **Entire Agreement**. This Agreement, the Darragh Lease, the Settlement Agreement and the First Amendment contain all of the agreements of the parties hereto with respect to the subject matter hereof and no prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an express agreement in writing signed by the parties hereto or their respective successors in interest.

6. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

7. **Invalidity**. If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

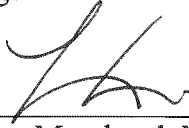
8. **Binding Effect; Controlling Agreement; Governing Law**. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their transferees, representatives, successors and assigns. In the event of a conflict between the terms and provisions of this Agreement and those contained in the Darragh Lease with regard to the Darragh Lease Southern Section, the terms and provisions of this Agreement shall control. This Agreement and the rights and duties of the parties hereto shall be controlled by and interpreted in accordance with the laws of the State in which the Darragh Lease Southern Section is located.

[Remainder of Page Intentionally Left Blank]

LESSOR:

BLACK JACK MARBLE 56, LLC,
a Texas limited liability company

By: **LKM Management, LLC,**
a Texas limited liability company,
its Manager

By: 

Lucian Morehead, Manager

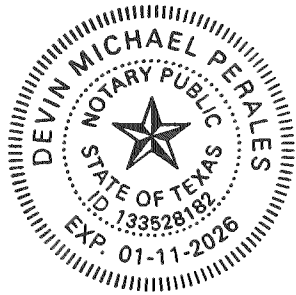
STATE OF TEXAS §


§

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Lucian Morehead in his capacity as Manager of LKM Management, LLC, a Texas limited liability corporation, the Manager of Black Jack Marble 56, LLC, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and on behalf of said companies.

SWORN TO and SUBSCRIBED before me on this the 5 day of July, 2023.





Notary Public, State of Texas

EXHIBIT "A" DARRAGH LEASE SOUTHREN SECTION

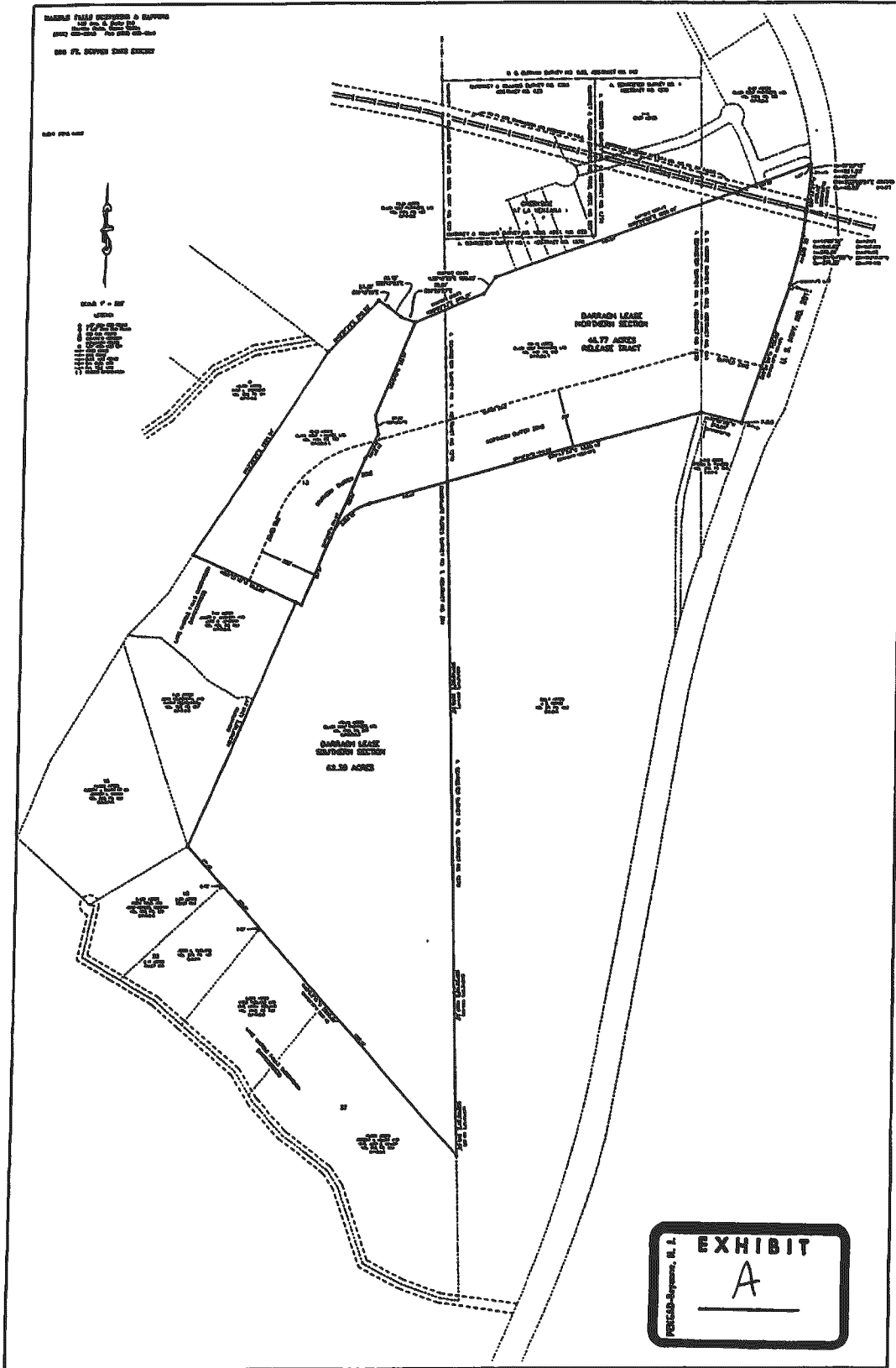


EXHIBIT "B"
PROPERTY LEGAL DESCRIPTION

Being 57.00 acres situated in the A. Schroeter Survey No. 4, A-1270 & the Guadalupe Flores Survey No. 7, A-304, Burnet County, Texas, being out of a called 63.09 acres described in Document Number 202107640, Official Public Records of Burnet County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with plastic surveyor's cap stamped "anapoint" set in the east line of a called 16.05 acres described in Document No. 201105467, Official Public Records of Burnet County, Texas, for the Southwest corner of a called 6.09 acres out of a said 63.09 acres, & for the Northwest corner of this tract, from which a ½ inch iron rod found in the east line of said 16.05 acres, at the southwest corner of Lot 1A, Block A, Panther Hollow Subdivision, recorded in Document No. 201708239, Official Public Records of Burnet County, Texas, & at the Northwest corner of said 6.09 acres out of said 63.09 acres, bears N 23°13'52" E, a distance of 499.01 feet;

Thence, with the South line of said 6.09 acres out of said 63.09 acres, N 00°00'00" E, a distance of 400.44 feet to a ½ inch iron rod with plastic surveyor's cap stamped "anapoint" set in the West line of a called 68.89 acres described in Volume 1153, Page 358, Official Public Records of Burnet County, Texas, for the Southeast corner of said 6.09 acres out of 63.09 acres, & for the Northeast corner of this tract;

Thence, with the West line of said 68.89 acres the following three (3) courses:

- 1) S 01°47'39" E a distance of 1,626.24 feet to a ½ inch iron rod with plastic surveyor's cap found,
- 2) S 01°38'06" E a distance of 1,007.26 feet to a ½ inch iron rod with plastic surveyor's cap found
- 3) S 07°0'01" E a distance of 300.22 feet to a ½ inch iron rod with plastic surveyor's cap found at the Northeast corner of a called 17.302 acres described in Volume 919, Page 654, Official Public Records of Burnet County, Texas, & for the Southeast corner of the herein described tract;

Thence, with the North line of said 17.302 acres, N 42°03'18" W a distance of 2,095.22 feet to a ½ inch iron rod found at the South corner of a called 7.35 acres described in Document No. 201507500, Official Public Records of Burnet County, Texas, at the East corner of a called 14.002 acres described in Document No. 202009491, Official Public Records of Burnet County, Texas, at the Northwest corner of a called 5.455 acres described in Document No. 201605826, Official Public Records of Burnet County, Texas, & for the Southwest corner of this tract.

Thence, with the East line of said 7.35 acres, N 23°00'52" E a distance of 1,341.11 feet to a ½ inch iron rod found in the South line of said 16.05 acre tract, at the Northeast corner of a called 6.64 acres described in Volume 901, Page 663, Official Public Records of Burnet County, Texas and for an interior corner of the herein described tract;

Thence with common line of said 16.05 acres and the herein described tract the following two (2) courses:

- 1) S 66°50'25" E a distance of 33.92 feet to a ½ inch iron rod found;
- 2) N 23°13'52" E a distance of 168.49 feet to the POINT OF BEGINNING, containing 57.00 acres.

**THE STATE OF TEXAS
COUNTY OF BURNET**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202306449 TERM
07/05/2023 11:10:34 AM Total Fees: \$50.00

Vicinta Stafford, County Clerk
Burnet County, Texas

Vicinta Stafford

