

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (“**Agreement**”), dated as of the July 10, 2021, is by and between The Family Ranch, LLC, a Missouri limited liability company (“**Grantor**”) and Streets of West Pryor, LLC, a Missouri limited liability company (“**Grantee**”) and, together with Grantor, collectively referred to herein as the “**Parties**”.

WHEREAS, Grantor is the fee owner of the property more particularly described in Exhibit A attached to this Agreement (the “**Grantor Property**”); and Grantee is the fee owner of the property more particularly described in Exhibit B attached to this Agreement (the “**Grantee Property**”) which abuts the Grantor Property;

WHEREAS, Grantor operates a rock quarry and mine on the Grantor Property (the “**Mine**”) and Grantee desires to access the Grantor Property and the Mine for the purpose of inspecting the condition of certain areas located underneath the Grantee Property which can only be accessed through the Mine on Grantor Property, for the purpose of assessing certain remediation efforts in the Grantee Property and for determining the best approach to fill certain areas underneath the Grantee Property (such filling operations to be conducted by Grantee through Grantee’s Property, and not through Grantor’s Property) (the foregoing shall be referred to as the “**Permitted Uses**”);

WHEREAS, solely for the Permitted Uses, and solely in accordance with the terms and conditions of this Agreement, Grantee requires the use of certain portions of the Mine as more specifically described on Exhibit C attached to this Agreement (the “**Access Area**”); and

WHEREAS, Grantor is willing to permit Grantee to use the Access Area for the Permitted Uses on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access and Termination Date.

(a) Subject to the provisions of this Agreement, Grantor hereby grants Grantee permission to enter the Access Area and use the Access Area solely for the Permitted Uses. Except for the Access Area, Grantee shall not use or occupy any portion of the Grantor Property for any purpose whatsoever. As a condition to entering the Access Area, Grantee expressly agrees to follow any and all verbal and written instructions given by Grantor with respect to the Grantor Property, the Mine or the Access Area, including those instructions given the Grantor’s site manager, including any mine safety instructions and training required prior to entry. Additional site instructions and requirements may be included in Exhibit D attached hereto and incorporated herein by reference.

(b) Grantee shall be permitted to use the Access Area through and including July 9, 2022 (the “**Termination Date**”) for the Permitted Uses. Notwithstanding anything herein to the contrary, Grantor reserves the right to terminate this Agreement at any time prior to the Termination Date, and for any reason or no reason whatsoever, upon notice to Grantee or its representatives.

(c) Without limiting the generality of the foregoing, access to the Mine at the Grantor Property shall be requested to Chris Travalent via e-mail at ctravalent@legacytouch.com at least five (5) business days in advance of the requested date to access the Mine and the Access Area. The written request should include the name(s) of the individual(s) who are requesting access, the dates and

times of access and a proposed route of where access will be traveled within the Access Areas in the Mine. Grantor reserves the request to deny access for any reason whatsoever, including, without limitation, lack of staffing, weather conditions, above-ground mining activities in the area, or any other reasons which the Mine supervisor deems to present an operational, health or safety issue for accessing the Mine.

2. Purpose of Access and Vacating the Grantor Property.

(a) Grantee shall use the Access Area for the Permitted Uses in a manner which shall minimize interference with Grantor's use of the Grantor Property and its business operations at the Mine and the Grantor Property, and otherwise in accordance with this Agreement.

(b) On or before the Termination Date, to the extent necessary or appropriate, Grantee shall: (i) remove any and all of its property from the Grantor Property, including, without limitation, Grantee's equipment; (ii) restore the Access Area to its condition immediately prior to Grantee's initial entry to the Access Area; (iii) repair any damages to the Access Area and, if applicable, the Grantor Property caused in whole or in part by Grantee's use of or access to the Access Area (or use of or access to the Access Area by any of its agents, employees, or contractors); and (iv) otherwise comply with its obligations under this Agreement, including, without limitation, Section 4 hereof.

(c) In the event of Grantee's failure to timely and properly vacate the Access Area or any portion of the Grantor Property, then Grantor shall have the right to enforce any rights and remedies Grantor may have under this Agreement (including, without limitation, those set forth in Section 8(d)), at law or in equity.

3. Payment. Grantee shall pay to Grantor the sum of Zero Dollars (\$0) for use of the Access Area, which shall be due, if applicable, upon the execution and delivery of this Agreement.

4. Grantee Compliance. Grantee shall:

(a) comply with any federal, state, or local laws, regulations, or ordinances applicable to Grantee's Permitted Uses;

(b) if applicable, prior to entering onto the Access Area, deliver to Grantor all required licenses and permits and proof of insurance required by this Agreement;

(c) maintain the Access Area at all times in a clean, orderly, and safe condition; and

(d) not cause any third-party lien or claim to encumber the Grantor Property. Grantee shall immediately discharge of record any such lien or claim at Grantee's sole cost and expense (which obligation shall survive any cancellation, expiration, or termination, for any reason, of this Agreement).

5. Insurance. Until the Termination Date, Grantee shall maintain, or cause to be maintained, a policy of commercial general liability insurance, issued by an insurance company reasonably acceptable to Grantor, with a combined single limit of acceptable to Grantor in its reasonable discretion, naming Grantor and its agents, contractors, tenants, and any other third parties required by Grantor as additional insureds, insuring against any injury or damage to persons or property that may result from Grantee's use of or access to the Grantor Property, including, without limitation, the Permitted Uses on the Access Area in accordance with this Agreement. All insurance shall be effective through the Termination Date and in such forms as are acceptable to Grantor in Grantor's sole discretion. A copy of the insurance policy, or other evidence satisfactory to Grantor, shall be submitted to Grantor prior to Grantee's initial entry onto

the Access Area. Grantee shall also provide Grantor with proof of payment of the insurance premium.

6. No Grantor Responsibility. Grantor (including its members, managers, officers, employees and agents) shall have no responsibility, obligation, or liability whatsoever to Grantee or its agents, employees, or contractors, for any occurrence on or about the Access Area or the Grantor Property or with respect to any property of Grantee or its agents, employees, or contractors, including, without limitation, any loss, injury, or damage, all of such obligations or liabilities being hereby waived and released to the extent permitted by law.

7. Indemnification of Grantor. Grantee shall indemnify, defend, and hold harmless Grantor and its members, managers, officers, employees, agents, attorneys, affiliates, successors, mortgagees, permitted assigns, contractors, and tenants (collectively, “**Indemnified Parties**”) from and against any and all claims made or judicial or administrative actions filed (including, without limitation, reasonable attorneys’ fees)] suffered or incurred by Grantor or any other Indemnified Parties arising out of or in connection with: (a) any violation of, or failure to comply with, the provisions of this Agreement by Grantee; (b) the Permitted Uses; or (c) any other activity conducted by Grantee, its agents, employees, or contractors in connection with: (i) its access to Grantor’s Property; or (ii) the exercise of Grantee’s rights under this Agreement. The indemnity obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

8. Default. Any violation of the terms of this Agreement or the breach of any covenant by Grantee shall be an event of default. Grantee shall have no rights under this Agreement if, and for so long as, Grantee is in default under this Agreement. Grantor’s approval of any matter under this Agreement shall not constitute an opinion or agreement by Grantor that the same is in compliance with laws or adequate for the purposes specified. If Grantee fails to comply with any provision of this Agreement, Grantor shall have the right, in addition to any other right or remedy available to it hereunder, at law or in equity, to immediately and without prior notice, cancel this Agreement and to prohibit access to, or any further use by, Grantee of the Access Area.

9. Notices. Any notice, demand, request, or other communication under this Agreement shall be in writing and shall be addressed to the Parties at the addresses set forth below each Party’s signature block (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10). Each party may amend its address for notices from time to time upon written notice to the other party in accordance herewith. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the date sent by facsimile or electronic mail (with confirmation of transmission) if sent during normal business hours of the recipient and if also transmitted by one of the other means permitted hereunder; or (iv) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid). The rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the communication sent.

10. Miscellaneous.

(a) Grantee acknowledges and understands that Grantor makes no representation or warranty whatsoever, express or implied, with respect to the Grantor Property, the Mine, or the Access Area, including, without limitation, any hazards or dangers found at the Access Area. Grantee understands and acknowledges that it enters the Grantor Property and uses the Access Area at its own risk.

(b) This Agreement and the rights of Grantee contained in this Agreement shall not be construed as a lease and shall not create a landlord-tenant relationship between Grantor and Grantee.

(c) The terms and conditions of this Agreement shall apply to Grantor and Grantee, and their respective heirs, administrators, personal representatives, agents, and successors. Grantee cannot assign its rights under this Agreement. Any change in control of Grantee constitutes an assignment for purposes of this Agreement.

(d) This Agreement sets forth the entire understanding of Grantor and Grantee with respect to the subject matter of this Agreement. This Agreement shall: (i) only be amended by an agreement in writing, signed by both Parties; (ii) be governed by and interpreted in accordance with the laws of the State of Missouri; and (iii) be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

(e) No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.

(f) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid, illegal, or unenforceable, the remainder of this Agreement (other than any provision held invalid, illegal, or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Regardless of the number or gender in which they are used, words or phrases shall be deemed to include any other number and/or gender as the context may require.

(h) This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

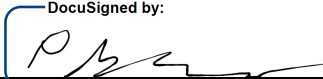
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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

The Family Ranch, LLC
a Missouri limited liability company

DocuSigned by:

By: _____
Name: Philip David Short
Title: Owner

Address: 801 NW Commerce Dr.
Lee's Summit, MO 64086

E-Mail: fshort@legacytouch.com

GRANTEE:

Streets of West Pryor, LLC,
a Missouri limited liability company

DocuSigned by:

By: _____
Name: Matt Pennington
Title: Manager

Address: 7200 W 132nd Street
Overland Park, KS 66213

E-Mail: matt@drakekc.com

[EXHIBIT A]

[GRANTOR PROPERTY]

2249 NW Quarry Park Road, Lee's Summit, MO 64081

Please enter Grantor Property at Quarry Entrance Gate and check-in at the Office

[EXHIBIT B]

[GRANTEE PROPERTY]

Lots 7A, 7B, and 7C Streets of West Pryor Lots 7A, 7B, and 7C Replat of Lots 7 and Tract C, Streets of West Pryor Lots 1 Thru 14, Tracts "A", "B", "C", and "D"

[EXHIBIT C]

[ACCESS AREA]

Specific Access areas into the undermine areas can change. The Quarry Supervisor will define where the undermine access point will be upon each day's check-in by the Grantee employees or contractors.

[EXHIBIT D]

[ACCESS INSTRUCTIONS AND REQUIREMENTS]

- All individuals accessing the mine will need to have site-specific training (10 min talk about safety and protocols at the mine).
- There will need to be 1 MSHA part 48 underground mine certified person for each non-certified person accessing the mine. MSHA part 48 certification (or equivalent certification) should be provided to Chris Travalent in advance of accessing the mine.
- All individuals accessing the mine must sign in and out on the Visitors log at the quarry office each day access is granted.
- Once signing in, the site supervisor must be contacted before leaving the office area to approach the mine access.
- When exiting the mine the site supervisor should be contacted to ensure there is safe and clear access to return to the Office.
- Once signed out at the Office, the site supervisor should be notified that all personnel are accounted for and leaving the property.
- There will need to be an agreed-upon communications method (2way radios, cell phones etc.) for the parties accessing the mine to notify the site supervisor of entering/exiting the mines.
- Grantor will not provide Transportation to the mine opening, transportation within the mine or any personal protection equipment (PPE) for non-employees of Star Excavation.
- Grantee or its contractors should provide their own transportation, equipment and PPE for mine access events.
- The mine opening should be inspected for loose overhangs and mine staff should be notified to scale the opening overhanging wall before any access is attempted.
- Additional rules and requirements may be imposed by Grantor in its sole discretion, either verbally at the Grantor Property or via written or electronic communications.