

Air Case ID: 13101 Permit Id: 4304

FIN No.:	A2420
Company Name:	KENZEVICH EXCAVATING, LLC
HA Basin No: 162	Increment Tracked ☐
Permit No:	AP16294469 * <i>Select a Permit No</i> ▼
Date App. Received:	07/01/2026  *
Permit Writer:	Not Assigned (NA) ▼ *
Case Type:	Administrative Amendment ▼ *
Default ODS Date:	07/01/2026  *
Actual ODS Date:	
Date App. to be Closed:	07/31/2026  *
Stop Days:	Actual Date App. to be Closed: 7/31/2026
App. Incomplete?	☐
Date App. Closed:	
Fee Paid (\$):	1000 *
Case Description:	
Comments:	
Flag (For Class 4) :	None ▼

Update Cancel

**BROADBENT**

8 West Pacific Ave., Henderson, NV 89015

[T] 702-563-0600 [F] 702-563-0610

broadbentinc.com

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JUL 01 2026

ENVIRONMENTAL PROTECTION

CREATING SOLUTIONS. BUILDING TRUST.

June 16, 2026

RECEIVED

JUL 01 2026

BAPC/BAQP

Project No. 2601158.101

Nevada Division of Environmental Protection
Bureau of Air Pollution Control,
Permitting Branch
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701-5249

**RE: Administrative Amendment for Change of Ownership & Responsible Official Form
Facility Identification Number (FIN) A2420**

On behalf of Pahrump Valley Aggregates LLC, Broadbent & Associates, Inc. (Broadbent) is pleased to present the attached Clark County Department of Environment & Sustainability, Division of Air Quality (DAQ) Administrative Amendment for change of ownership of the Adkisson Quarry in Pahrump, Nevada. Adkisson Quarry is currently permitted by the Nevada Division of Environmental Protection, Bureau of Air Pollution Control (NDEP-BAPC) with a Class II Air Quality Operating Permit (AQOP) Surface Area Disturbance (SAD) as Facility Identification Number (FIN) A2420, Kenzevich Excavating LLC. Also included in this submittal is the Responsible Official form.

Should you have any questions or concerns regarding this submittal, please feel free to contact me at (775) 385-3513 or cadams@broadbentinc.com or J. Michael Bradley at (805) 452-8447 or jmbradley@position6advisory.com.

Sincerely,
BROADBENT & ASSOCIATES, INC.

Carol Adams
Senior Scientist

Attachments: Administrative Amendment
Responsible Official Form

EC: J. Michael Bradley, Owner Manager, jmbradley@position6advisory.com

ADMINISTRATIVE AMENDMENT

Administrative Amendment Application Form

Facility Name: Existing: Kenzevich Excavating LLC - Adkisson Quarry

New: Pahrump Valley Aggregates, LLC- Adkisson Quarry

Existing Facility ID: A2420

Existing Air Quality Operating Permit: API629-4469



Please Submit Application to:
Nevada Division of Environmental Protection
Bureau of Air Pollution Control, Permitting Branch
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701-5249
Phone (775) 687-9349

September 2020

IMPORTANT INFORMATION

- This application shall only be used for an Administrative Amendment under Nevada Administrative Code (NAC) 445B.319. If other activities that have the potential to impact air quality are planned, other applications may be required.
- A printed copy of the application must be submitted (mailed or hand delivered).
- The application filing fee of \$1,000 required by NAC 445B.319 must be submitted with the completed application. Checks must be made payable to the "Nevada State Treasurer, Environmental Protection" with "BAPC" noted in the memo line. Fees may also be submitted electronically at <https://epayments.ndep.nv.gov/>.
- The Administrative Amendment Application Form must be signed by the Responsible Official, as defined in NAC 445B.156. The certification/signature page is the last page of the application and the original "wet" signature must be provided.
- All items in the application must be addressed.
- Assistance in completing the application is available from the Business Environmental Program, University of Nevada, Reno, at (775) 689-6678 or (800) 882-3233 (toll-free).

GENERAL COMPANY INFORMATION

All applicants shall complete each item or explain in the space provided why no information is needed. Please specify "N/A" (Not Applicable) if necessary. The application will be returned to the applicant if it is deemed incomplete.

1. **COMPANY NAME AND ADDRESS THAT ARE TO APPEAR ON THE OPERATING PERMIT**
[NAC 445B.295(1)]:

Pahrump Valley Aggregates, LLC
(Name)

732 South 6th Street, Suite N
(Address)

Las Vegas Nevada 89101
(City) (State) (Zip Code)

2. Owner's Name and Address [NAC 445B.295(1)]:

Same as above
(Name)

(Address)

(City) (State) (Zip Code)

3. Source Name and Mailing Address, if different from #1 [NAC 445B.295(1)]:

Adkisson Quarry
(Name)

2690 East Adkisson Street
(Address)

Pahrump Nevada 89060
(City) (State) (Zip Code)

4. Plant Manager or Other Appropriate Contact [NAC 445B.295(1)]:

J. Michael Bradley Owner Manager
(Name) (Title)

12 Pepperwood Drive
(Address)

Sandy Utah 84092
(City) (State) (Zip Code)

805-452-8447 jbradley@position6advisory.com
(Telephone #) (FAX #) (E-mail address)

GENERAL COMPANY INFORMATION (CONTINUED)

5. Responsible Official Name, Title and Address [NAC 445B.295(1)]:

<u>J. Michael Bradley</u>		<u>Owner Manager</u>
(Name)		(Title)
<u>12 Pepperwood Drive</u>		
(Address)		
<u>Sandy</u>	<u>Utah</u>	<u>84095</u>
(City)	(State)	(Zip Code)
<u>805-452-8447</u>		<u>jbradley@position6advisory.com</u>
(Telephone #)	(FAX #)	(E-mail address)

6. If records required under the operating permit will be kept at a location other than the source, specify that location [NAC 445B.295(7)].

<u>J. Michael Bradley</u>		
(Name)		
<u>12 Pepperwood Drive</u>		
(Address)		
<u>Sandy</u>	<u>Utah</u>	<u>84095</u>
(City)	(State)	(Zip Code)

7. **Typographical Errors**
Please provide/attach a complete description of each typographical error and its location within the operating permit.
Example: Section V.A.1 - Air Pollution Equipment - should be corrected to read Air Pollution Equipment.

8. **Change of Name, Address, and/or Telephone Number**
Please provide a complete description of the requested change of name, address, or telephone number to be amended in the operating permit.

<u>Pahrump Valley Aggregates, LLC</u>		
(Name)		
<u>732 South 6th Street, Suite N</u>		
(Address)		
<u>Las Vegas</u>	<u>Nevada</u>	<u>89101</u>
(City)	(State)	(Zip Code)
<u>805-452-8447</u>		<u>jbradley@position6advisory.com</u>
(Telephone #)	(FAX #)	(E-mail address)

9. **Minor Administrative Change (similar to a change in the name, address, or telephone number)**
Please provide/attach a complete description of the requested change and its location within the operating permit.

10. **Request to require more frequent monitoring or reporting**
Please provide/attach a complete description of the requested change in the frequency of monitoring or reporting and its location within the operating permit.

GENERAL COMPANY INFORMATION (CONTINUED)

11. Request to add serial numbers

Please provide/attach a complete description of the requested change in serial number(s) and its location within the operating permit.

12. Request for change in ownership

Please attach a written agreement specifying the date of transfer of responsibility for the operating permit, and an agreement between the current and the new holder of the operating permit regarding insurance coverage and liability.

See attached.

APPLICATION CERTIFICATION

The Responsible Official must sign and date the application certification. *If the application is signed by a person other than the Responsible Official, as defined in NAC 445B.156, the application will be returned as incomplete.*

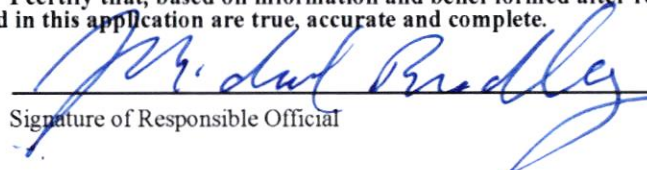
Note: According to NAC 445B.156, **Responsible Official** means:

1. For a corporation:
 - (a) A president;
 - (b) A vice president in charge of a principal business function;
 - (c) A secretary;
 - (d) A treasurer; or
 - (e) An authorized representative of such a person who is responsible for the overall operation of the facility and who is designated in writing by the officer of the corporation and approved in advance by the director.
2. For a partnership or sole proprietorship: a general partner or the proprietor, respectively.
3. For a municipality or a state, federal or other public agency: a ranking elected official or a principal executive officer, including, for a federal agency, a chief executive officer who has responsibility for the overall operations of a principal geographic unit of the agency.
4. For an affected source: the designated representative or his alternate, as defined in 42 U.S. C. § 7651 a (26).

PLEASE NOTE THE FOLLOWING REQUIREMENTS WHICH APPLY TO PERMIT APPLICANTS DURING THE APPLICATION PROCESS:

- A. A permit applicant must submit supplementary facts or corrected information upon discovery [NAC 445B.297(1)(b)].
- B. A permit applicant is required to provide any additional information which the Director requests in writing within the time specified in the Director's request [NAC 445B.297(1)(c)].
- C. Submission of fraudulent data or other information may result in prosecution for an alleged criminal offense (NRS 445B.470).

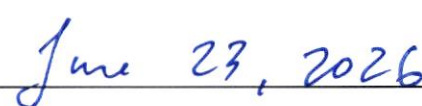
CERTIFICATION: I certify that, based on information and belief formed after reasonable inquiry, the statements contained in this application are true, accurate and complete.



Signature of Responsible Official

J. Michael Bradley, Owner Manager

Print or Type Name and Title



Date



First Choice Business Brokers Las Vegas 101
851 South Rampart Blvd, Suite 200
Las Vegas, NV 89145
702-368-2500 Fax: 702-368-3173
www.fcbbv.com

ASSET PURCHASE AGREEMENT (131)

Including Warranties and Representations, Earnest Money Receipt and Instructions to Closing Entity.

This Agreement is entered into this 5/26/22 May 28 2026 16:44 PDT (date) whereby.

James Michael Bradley

("Buyer", or assignee, whether one or more), hereby agrees to purchase from:

The Kenzevich Family Trust Donald L Kenzevich DLK DLK Laura E Kenzevich

("Seller", whether one or more), upon the terms and conditions set forth, the Assets of the Business ("Business") known as:

Kenzevich Addison Quarry Kenzevich Adkisson Quarry DLK IMB Listing # 101-24658

Located at: 2690 E Addison St Pahrump NV 89060

☐ The Purchase Price of the Business is: _____ ☒ The Purchase Price of the Property is: 1,800,000 1,900,000 DLK IMB

☒ The Purchase Price includes real property legal description: 01 20s53E02 20s53E01 20s53E01 20s53E

1. The Total Purchase Price will be: \$ 1,900,000 U.S. Dollars, and will be payable as follows:

2. \$ 10000

An Earnest Money Deposit (EMD) is ☐ presented with this offer OR- ☒ To be wired within _____ business day(s) payable to Old Republic, which will be delivered to the Escrow Company or Transaction Attorney ("Closing Entity") after Buyer and Seller have executed this Agreement, including any Amendments. Buyer to provide to Buyer's agent evidence of wire transfer or check deposit to ensure proper credit to Buyer's escrow and timely commencement of due diligence. The Closing Entity is instructed to open an escrow or trust account and to hold the EMD in trust until closing or other termination of this Agreement. The EMD accepted is subject to collection. Buyer represents the EMD check has sufficient funds available when the check is deposited. Failure to remit the EMD will void this Agreement at Seller's option.

3. \$ 520,000

A Seller Carry Note (SCN), payable in 60 monthly payments, including 7.5 % interest per annum. The first payment will be due and payable 30 days after closing, with the interest accruing 1 day from the closing. A late fee of 10% of the payment will be charged if the payment is not received within 10 days of The due date. The approximate monthly payment amount will be \$ see item #20.5

4. \$ _____

Additional Funds at closing from 3rd Party financing as described in Contingencies.

5. \$ 180,000

Balloon Payment(s): at 24 months of \$50,000, second balloon at 36 months \$75,000, and third balloon payment of \$190,983.38

Other: seller rollover 180,000 investment

6. \$ _____

Assumption of Seller Debt/Liabilities as described in Contingencies. If the actual amounts assumed differs at the Closing of Escrow ☐ the Seller Note or ☐ down payment shall be adjusted accordingly.

7. \$ 1,190,000

Cash at Closing due a minimum of 24 hours prior to the closing date, payable to the closing entity by wire

8. \$ 1,900,000

TOTAL PURCHASE PRICE: (2+3+4+5+6+7) (This amount does NOT include closing costs, prorations, deposits or other fees and costs associated with the purchase).

9. PROOF OF FUNDS: ☒ Provided ☐ Buyer to provide proof of cash funds (excluding financing) within _____ days of acceptance of this offer. Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase under the presented terms. If Buyer does not submit the written evidence within the time period set forth above, Seller reserves the right to terminate this Agreement.

10. EARNEST MONEY DEPOSIT RELEASE INSTRUCTIONS: Seller warrants that, if Buyer does not release Buyer's Due Diligence within the Due Diligence period stated in this Agreement, Seller hereby irrevocably authorizes the named Closing Entity Company to release such funds to Buyer without additional Seller signatures. Seller irrevocably releases First Choice Business Brokers (FCBB), its agents and the named Closing Entity Company from all liability regarding the release of funds to Buyer.

11. SECURITY: If Seller is to provide financing for Buyer, unless otherwise noted, Buyer will grant Seller a lien on all the assets of the business. The security for the lien will consist of, but shall not be limited to, the furniture, fixtures, equipment, stock in trade inventory, leasehold improvements, goodwill and trade name of the business, all additions, replacements, attachments and accessions, including insurance settlements or proceeds, in which Debtor now or hereafter has an interest and that arises out of or related to the Business. At or prior to the transfer and/or closing of the sale, Buyer will deliver and execute

Buyer's Initials (IMB) ()

Page 1 of 11

Seller's Initials (DLK) ()

at Buyer's own expense such security documents (including evidence of corporate authority), UCC-1 form, a Promissory Note and Security Agreement executed by Buyers for the Seller Carry Note. Such a note and Security Agreements will be subject to any existing liens described herein. The UCC-1 form may be filed to record a lien in favor of Seller. If a lien on real property is included in the security, as part of a SCN or other funding arrangement between the Buyer and Seller, the Closing Entity Company is hereby instructed to prepare and record such lien against the property, unless otherwise instructed in writing by Buyer and Seller. If the security for the Seller Carry Note (SCN), includes real property or mixed collateral, Buyer and Seller are cautioned that such collateral may be subject to complex rules and court decisions under State law. **Buyer and Seller are strongly advised to consult legal counsel in connection with the securing and enforcement of such obligations.**

Any additional funds that are not paid to Seller at the close of the transaction are subject to the same security as a SCN. The note may be prepaid without a penalty and is not assumable without Seller's written consent. Closing Entity Company is hereby instructed by Buyer and Seller to prepare a Security Agreement and Promissory Note that is personally guaranteed by Buyer for any funds not paid to Seller at closing.

12. ASSET LIQUIDATION SALE ONLY: ☐ If checked, this is an asset liquidation sale only as per the attached List of Equipment. The Buyer is purchasing these business assets only with **no representations made as to gross revenue or net profit of the Business.**

13. ITEMS INCLUDED IN THE PURCHASE: With the exception of cash or cash equivalents on deposit in any financial institution and any assets specifically excluded in writing, included in this purchase, but not restricted to: Seller's information and documents required by Buyer to operate the Business, any and all tangibles and intangibles used in connection with the Business named in this Agreement, all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of taxes), all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any purchased assets, Seller's Accounts, all Customer/Client lists (including all confidential and detailed information), all inventory if included in the purchase price, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories, all of the tools, machinery, business equipment, vehicles, furniture, fixtures, office equipment, supplies, computers, telephones and other tangible personal property, contractual rights and interest in leased real property, leasehold improvements, transferable government licenses and permits, originals, or where not available, all books and records related to the Business, all assigned contracts related to the Business listed on any attached schedule (the "Assigned Contracts"), all insurance benefits, including rights and proceeds, arising from or relating to the Business, the purchased assets or the assumed liabilities, plus and including but not limited to: any and all rights held by the Seller in the Business Trade Name(s), fictitious business names, all Trademarks, all Patents, Logos, copyrights, intellectual property and rights, telephone numbers, fax telephone numbers, E-mail addresses, URL addresses, vendor lists, catalogs, goodwill, agreements not to compete, franchise agreements, distribution rights, employee lists and employee details, computer and customer software, customer deposits, social media sites and Websites of "the Business named in this Agreement". Seller hereby waives any rights thereto, and will not, after the closing, make use of such names, addresses and telephone numbers, directly or indirectly. Seller will transfer to Buyer all items included in the purchase no later than the transfer of the Business. Seller will file the appropriate documents with the County Clerk to release the fictitious name to Buyer. Seller warrants to Buyer that Seller has ownership of these rights, free and clear of all encumbrances.

Seller's Accounts Receivable (Check one) ☐ ARE ☒ ARE NOT included in the purchase. If included in the purchase, the approximate amount of Seller's Accounts Receivable is: \$ _____. Collection of any assumed Accounts Receivables will be by separate agreement.

13.1 Intellectual Property means (a) Any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing, infringement and any other rights relating to any of the foregoing. (b) Seller owns or has adequate, valid, and enforceable rights to use all the Intellectual Property included in the Purchased Assets (the "**Purchased IP**") free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order, or decree restricting the use of the Purchased IP or restricting the licensing thereof to any person or entity. (c) Seller's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

14. INVENTORY OF MERCHANDISE: It is agreed that the on-hand inventory of marketable merchandise for resale at Seller's cost that is included in the purchase price will be approximately in the amount of \$ n/a _____. Any amount over or under this amount ☐ WILL ☒ WILL NOT correspondingly adjust the purchase price.

If a price adjustment is to be made, it will be reflected in ☐ the Seller Carry Note or ☐ the Total Purchase Price. If requested by Buyer or Seller, an itemized physical inventory will be undertaken by Buyer and Seller or an independent third party prior to the closing. If Buyer and Seller cannot agree on the value of the inventory, either party may request to appoint an additional independent third-party company to value the inventory, and all parties agree that the third-party valuation will be deemed the value of the inventory. All costs incurred to perform the inventory count will be paid equally by Buyer and Seller. Seller agrees that between the acceptance of this Agreement (including any counter offers), and the closing of the transaction, Seller will maintain average and normal working inventory.

15. EXCLUDED ASSETS: No assets are to be excluded from the sale except as provided in any attached Schedule. Buyer may, at Buyer's option and cost, photograph, or video the Business equipment and inventory after acceptance of this Agreement.

16. BUYER'S AND SELLER'S ASSUMPTION DUTIES AND RELEASE OF LIENS: If Buyer is to assume any existing encumbrance, advertising, service or contractual agreements, loan or equipment lease(s), then Seller will, prior to closing this sale, provide the Buyer and FCBB with all details of the encumbrances, including copies of service agreements, equipment and asset lease agreements, loans, balance owing and payment schedules. If Buyer is to assume any lease and/or loan, the Buyer agrees to immediately make an application to assume such asset leases, advertising, service, or contractual agreements and/or loans. Buyer will not assume any liabilities except those listed here or elsewhere in this Agreement or attachment.

Buyer's Initials *(JMA)* ()

Page 2 of 11

Seller's Initials *(DLA)* ()

Buyer agrees to hold Seller harmless and indemnify Seller if any Buyer-assumed encumbrance, note, or liability is not paid, and payments are demanded from Seller. At the closing, Seller shall deliver or shall cause to be delivered to Buyer the written evidence, in a form satisfactory to Buyer, of the full release of all Encumbrances (other than Encumbrances assumed by Buyer pursuant to this Agreement) related to the purchased assets.

17. EXCLUDED LIABILITIES: Buyer shall not assume and shall not be responsible to pay any liabilities of Seller other than the liabilities assumed in this Agreement. Seller shall pay and satisfy all Excluded Liabilities that Seller is obligated to pay. The Excluded Liabilities shall include:

- (a) any Liability for any of the following (i) taxes of Seller or relating to the Business, the purchased assets or the assumed liabilities for any pre-closing tax; (ii) taxes that arise out of the completion of the transaction or (iii) other taxes of Seller that become a liability of Buyer under any transferee or successor liability or by operation of contract or law;
- (b) any liabilities relating to or arising out of the assets that are excluded from this agreement;
- (c) any liabilities in respect of any settled, dismissed, pending, or threatened actions arising out of, relating to the operation of the Business prior to the closing date;
- (d) any liabilities of Seller in connection with any benefit plan providing benefits to any present or former employee of Seller;
- (e) any liabilities of Seller for any wages or other payments to present or former employees, officers, directors, retirees, independent contractors or consultants of Sellers, including, without limitation, any liabilities associated with any claims for wages or other benefits, bonuses, commissions, accrued vacation, workers compensation, severance, retention, termination, deferred compensation, Phantom stock, or other payments arising from the pre-closing employment period;
- (f) any liabilities of Seller for any fine, penalties, fees, or other amounts arising from undocumented workers;
- (g) any liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the purchased assets issues by the Business' customers to Seller before the closing; (ii) did not arise in the ordinary course of business; or (iii) are not validly and effectively assigned to Buyer within this Agreement; or (iv) to the extent such liabilities arise out of, or related to a breach by Seller of such contracts;
- (h) any liabilities by Seller to comply with any law or governmental order.

18. ASSET ALLOCATION: In accordance with IRS Code 1060, the asset allocation will be determined jointly by Buyer and Seller outside of the closing of this transaction within Ninety (90) days from the close of the transaction or as required by any State or Federal Regulation. The determination of asset allocation is NOT a condition precedent, condition subsequent or a contingency upon which formation of a legally binding and enforceable Agreement is based or a contingency of this Agreement or any right FCB has to its Commission hereunder. Buyer and Seller agree that they have formed a binding legal contract with execution of this Agreement regardless of whether the parties agree on future asset allocation.

19. ☐ BUYER'S WAIVER: Buyer elects NOT to request any financial records from Seller. BUYERS INITIALS XX XX

20. CONTINGENCIES: If the Buyer is unable to satisfy the contingencies described below within the specified time limits, either party may terminate this Agreement by giving written notice to the other party, and Brokers and Seller agree to authorize the release of the EMD to the Buyer forthwith, minus any Closing Entity Company fees owed. The purchase is contingent upon the following items:

- 20.1 ☒ Due Diligence:** The purchase is contingent upon Buyer reviewing and accepting Seller's financial information, contracts, leases, employee records and other information obtained from Seller. Details and contact information for any requested lists or contracts will only be provided at Seller's discretion based upon the degree of confidentiality. Seller shall, within (5) five days * of acceptance of this Agreement, deliver to Buyer the requested financial records, all leases to be assumed (including the real property lease where the business is located), and other Business operating information as requested. The Buyer shall, within (5) five days of receipt of these records and information, perform their due diligence and either accept and approve or reject these records and information required to operate the Business. (The "Due Diligence Period"). Acceptance shall be deemed as a release of this contingency. Any additional Documents requested by Buyer must be requested by Buyer from Seller within THREE (3) business days after receipt of the original requested documents and the Due Diligence Period shall be extended by these Three (3) business days. If Buyer fails to release this contingency in writing during the Due Diligence period, it is agreed that Buyer will have unilaterally waived their right to cancel this Agreement without penalty based upon their Due Diligence. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with the Due Diligence investigation.

* Seller's time period to deliver the required Due Diligence documents will commence upon evidence of EMD deposit.

- 20.2 ☒ Licenses:** Buyer or Buyer's Representative to apply for and receive the approval of the following special licenses and/or permits that are required to operate the Business:
Quarry license, Pahump Business License, Dust Control Plan, The State "NDEP", MSHA
Buyer or Buyer's Representative will apply for such licenses/permits within TBD days of Seller's acceptance of this Offer OR within _____ days of the execution of the Due Diligence Release. This contingency does NOT include or apply to licenses and permits that are issued ONLY after the closing of escrow.

- 20.3 ~~Real Property Lease:~~ This Agreement is subject to and conditioned upon Buyer receiving the following:**
~~(Buyer or Buyer's Representative will deliver to property owner/agent any required application within _____ business days following Due Diligence release.)~~ Check one:

- ☐ An assignment of the existing lease in its present form, including all amendments, attachments and exhibits or:
- ☐ An assignment of the existing lease plus an option or extension for an additional: _____ years on terms acceptable to Buyer, Seller and Landlord or:

Buyer's Initials (MA) ()

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Seller's Initials (DLK) ()

- ☐ A new lease with Seller's landlord on terms and conditions acceptable to Buyer to become effective concurrently with the Close of the transaction or:
- ☐ A sublease with Seller on terms acceptable to landlord and Buyer, to become effective concurrently with the Close of the transaction or:
- ☐ No Lease (E.g., Home-Based Business).

Buyer and Seller are advised that all lease agreements require notice to and approval by the Landlord and Buyer's personal guarantees of the lease if required by the Landlord. Seller agrees to cooperate with Buyer in obtaining Landlord's approval. Buyer agrees to make application to the Landlord in a timely manner but not before Buyer's signed Due Diligence Release unless otherwise agreed to by Seller in writing. Buyer and Seller will solely be responsible for the completion of any lease agreement with the Landlord. Seller will provide Buyer and FCBB with a copy of the current lease immediately after acceptance of this Agreement. Buyer, during and as part of his/her due diligence, will review any existing lease to be assumed. Unless otherwise stated herein, the lease will be deemed approved by the end of the due diligence period unless Buyer (prior to the end of the due diligence period), notifies Seller and FCBB in writing of Buyer's intent to not approve the existing lease for assumption. Buyer agrees to be responsible for Landlord's Application Fee (if any). Buyer and Seller agree to share equally the cost of any Lease Assignment or Sublease transfer fees. Buyer will, at close of escrow, pay to Seller, in addition to the purchase price, any assumed advance rent or security deposit with the Landlord of the leased property, plus pro-rated prepaid monthly rent. Buyer agrees to comply/cooperate fully with landlord's application requirements for lease and/or assignment approval. If the application is declined by the landlord in writing, and such is provided to the Closing Entity, and the lease contingency cannot be met, EMD shall be returned to the Buyer forthwith, minus Closing Entity Company fees incurred (if any) with no further signatures required from any party and this contract is null and void. The approximate amount of the advance rent and/or security deposit on deposit with the landlord is \$_____. Buyer and Seller authorize FCBB and/or its agents to act on Buyer's and Seller's behalf to negotiate a new lease and collect any fee if paid for such services.

20.4 ☒ Third Party Financing (Lender):

Buyer's obligation to purchase the Business is contingent upon Buyer obtaining the loan as referenced in Item #4 of this Agreement.

(a) Buyer to submit a completed loan application to a Lender within n/a business days of acceptance of this offer.

(b) Buyer to receive a letter of Commitment from a Lender within 10 business days of acceptance of this offer in the amount of \$1,200,000.

Buyer hereby authorizes Lender to provide information and documentation to the Seller and FCBB regarding the status of such loan request. Buyer agrees to use its best efforts to obtain such financing. Seller agrees to cooperate and provide documents required by the lender (whether listed under due diligence items or not) in a timely manner. (FCBB may be compensated for the referral of the Buyer to a Lender.)

20.5 ☒ Additional Contingencies and Conditions:

Terms for \$520,000 Seller Note:

interest only monthly payments of \$3,250 per month in Months 1-12 ("Year 1"), beginning 30 days after Close. In Month 13, payment schedule amends to seven year amortized loan schedule with monthly payments of \$7975.90 In addition to monthly amounts above, Buyer to provide one time "balloon" payments of \$50,000 n months 24, \$75,000 in months 36 and \$190,983.90 in month 48 .

21. OTHER TERMS OF AGREEMENT:

See Addendum for List of Other Terms

22. ☐ SEE ATTACHED ADDENDUM #1

23. DOCUMENTS REQUESTED FOR BUYER'S INDEPENDENT INVESTIGATION & DUE DILIGENCE: Check all that apply.

- ☒ Profit & Loss/Income Statements and Balance Sheets for the period 2023 to 2025
- ☐ Federal tax returns for the years or fiscal period _____ to _____
- ☐ Sales Tax Returns for the years _____ to _____
- ☐ If included in the purchase, a list of aging of Account Receivables to be included (check one) ☐ YES ☐ NO

Other documents requested to complete an independent investigation by Buyer include the following:

Buyer hereby acknowledges that he/she has received the following documents as of the date of the signing of this Agreement: _____

Buyer's Initials (ma) ()

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Seller's Initials (DLA) ()

24. FURTHER ASSURANCES: In connection with this Agreement and the transactions contemplated hereby, each party hereby agrees, at the reasonable request of the other parties, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

25. WAIVER AND/OR RELEASE OF CONTINGENCIES: Unless Buyer notifies Seller or FCBB in writing of their intention not to waive or release contingencies contained within this Agreement prior to the expiration of such contingencies or prior to the transaction closing date, whichever occurs first, or if Buyer fails to cancel this Agreement in writing, it is agreed that Buyer will have unilaterally waived such contingencies and waived the right to cancel this Agreement without penalty.

26. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, the contingencies and or cancellation rights, the Buyer shall have conclusively be deemed to have (1) completed all Buyer's investigations, review of reports, other applicable information and disclosures pertaining to that contingency or cancellation right; (2) assumed all liability and responsibility pertaining to that contingency or cancellation right and; (3) elected to proceed with the transaction.

27. NON-APPROVAL BY BUYER: If Buyer does not release Buyer's Due Diligence within the time specified in the Agreement, Buyer may elect not to proceed with the purchase and all earnest money deposits (minus investigative fees, if any), will be returned to Buyer forthwith and this Agreement will be considered cancelled with no liability to Buyer, FCBB and Seller.

28. PRORATIONS/ADJUSTMENTS: Buyer and Seller agree to adjust and pro-rate (based on a 30-day month) all usual items to the date of closing, including but not limited to: Payroll, Vacation Pay, Deposits, Taxes, Rents, Assumed Equipment Lease and Assumed Notes. Such adjustments will be reflected in the Seller's net proceeds and/or any Seller Carry Note, if applicable and credited to the appropriate party. All items of income and expense relating to the Business up to midnight of the day prior to closing/transfer will be for the Seller's account, and all items of income and expense from and after the day of closing/transfer will be for Buyer's account. Buyer will arrange to have the utilities transferred to the Buyer and will be responsible for new deposits to those utilities. Any other Seller deposits will be the property of Seller and will not be assumed by Buyer unless otherwise stated. Unless otherwise stated, all accounts payable accrued up to the closing date will be the responsibility of the Seller and all accounts receivables accrued up to the closing date will be the property of the Seller. All customer deposits in the custody of the Seller for work or services not yet completed or merchandise not delivered will be the property of Buyer. Unless otherwise noted, all work in progress will be pro-rated as agreed to by Buyer and Seller. **All deposits that are transferred by Seller to Buyer will NOT affect the Total Purchase Price.**

29. CLOSING DOCUMENTS: Seller will deliver to Buyer at the closing any Transfer of Land documents, Bill of Sale, Assignment of Lease and such other documents (including evidence of corporate authority), as reasonably required by Buyer in connection with this sale. Buyer and Seller agree on or prior to closing to execute and deliver to FCBB a valid and binding release and indemnification for FCBB.

30. CLOSING ENTITY FEES: The purchase shall be consummated through a third party (Closing Entity Company). Buyer and Seller agree to sign Escrow instructions, and each agree to pay one half of all Transaction Fees, Transfer Fees or any other fees relating to the sale and transfer of the assets of the business to complete the transaction. (Buyer's Business Licensing fees are exempted unless otherwise agreed to.) In the event of cancellation of escrow or this transaction, Buyer agrees that the Closing Entity Company may deduct investigative fees (if any), from the EMD. The Closing Entity Company shall search for liens, lawsuits and tax indebtedness owing by Seller and prepare the Bill of Sale and other documents required for the transfer of the Business and its assets. Should any dispute arise regarding the release of earnest money funds, Buyer agrees to hold FCBB harmless and look only to the Seller for reimbursement. This Agreement supersedes any prepared escrow Instructions unless any changes/amendments are agreed to by Buyer and Seller in writing.

not to exceed 20 hours per month

31. FAMILIARIZATION & TRAINING: Seller or Seller's designated employee/person, without additional compensation, ☒ WILL ☐ WILL NOT train, consult, familiarize and acquaint Buyer with all material aspects of the Business from the date of closing of this sale for a period of 90 days not to exceed XXX hours per week. If the named Business is a Franchise, Seller agrees to train Buyer in addition to any formal training provided by a Franchisor. Seller shall not be responsible for training Buyer in the basics of operating a business of the type being purchased pursuant to this Agreement, but only to alert Buyer to the nuances, as determined by Seller, of operating this type of business. If Seller agrees to provide familiarization to Buyer, Buyer agrees, affirms, and understands that FCBB has no authority, responsibility, or liability to ensure that Buyer receives adequate or sufficient familiarization, or any familiarization at all. If Buyer is not familiar with the type of Business being purchased, then Buyer is advised to seek additional training from other sources. The familiarization process may include introductions to customers, clients, vendors, and employees.

32. TITLE: Upon receipt of the agreed-upon purchase price and terms, Seller warrants and will deliver to Buyer good and marketable title to the assets and the Business, free and clear of all liens and encumbrances except for any encumbrance that is to be expressly assumed or taken subject to pursuant to this Agreement. Unless stated, all encumbrances on the business assets will be paid in full by Seller on or before the closing.

33. COVENANT NOT TO COMPETE: As a material part of the consideration of this Agreement, Seller and All Principal Owners of "the Business named in this Agreement," agree not to compete, directly nor indirectly in any manner, nor engage in the **Same Type or Similar Business that is Being Sold**, nor aid nor assist anyone else, except Buyer, to do so. Seller agrees that, from the date of closing of this sale, to refrain from interfering with Buyer's business operations or solicit in any manner any employee, any account of the Business, nor have any interests, directly or indirectly, in such a business, except as an employee of Buyer.

For a period of: 3 years (3) consecutive years from the date of closing of the sale AND

☒ Not within a radius of: fifty miles (50) miles from the current location of the Business OR

☐ Not within: _____ Location or vicinity from the date of closing of the sale of the Business, (except where exempted by a Franchise Agreement) so long as Buyer or Buyer's successor-in-interest is operating the Business in the said location or area. This covenant shall not apply to other existing like/kind businesses already owned and/or operating by Seller.

34. BUSINESS OPERATIONS & PREMISES: Seller agrees to maintain standard operating hours and marketing to maintain the value of the business. Until possession is transferred, Seller agrees to operate the Business in its ordinary course without material changes and to maintain the Business premises,

Buyer's Initials (MA) ()

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Seller's Initials (DLK) ()

including maintaining insurance policies in force, maintaining sufficient inventory for the Buyer to assume the operation of the Business, heating, cooling, plumbing, electrical systems, built-in fixtures, together with all other equipment and assets included in this sale in working order. Seller does not guarantee that Seller's clients and customers will continue to be clients or customers of the Business or that current vendors will continue to sell their products to the Purchaser. Seller agrees to maintain and leave the premises in a clean, orderly condition. Seller further agrees to be in compliance with all required government regulations until the closing or completion of the transaction. Seller further warrants a continuing duty to disclose ALL material facts known to Seller regarding the Business and agrees to promptly notify Buyer of any potential loss of any major customers or vendors; any material changes that might affect the operation, the profitability or value of the Business, or any circumstances that might affect any representations made to Buyer regarding the operation or value of the Business.

If Buyer learns of any facts prior to the closing of the sale that might materially adversely affect the operation, the profitability or value of the Business, or any circumstances that might affect any representations made to Buyer regarding the operation or value of the Business, then upon demand of Buyer, any deposit made by Buyer shall be returned forthwith and this Agreement shall be terminated.

Buyer and Seller each warrant that they have not withheld any information, either directly or indirectly, that would materially affect their ability to close this transaction as required in this Agreement.

35. CONDITION OF EQUIPMENT AND ASSETS: The Purchased Assets are in good condition and are adequate for the uses to which they are being used for. Except as specifically provided in this Agreement, Buyer is purchasing the Assets in an "as is where is" condition without warranty of merchantability or fitness for any particular purpose. At the closing of this transaction, all equipment will be in working condition (ordinary wear and tear excepted), except as noted to Buyer in writing by Seller, at its sole expense and at Buyer's option, Seller will on or prior to the closing date, repair or replace any equipment not in working condition. A list of all the equipment included in this purchase/sale will be furnished by Seller to Buyer and FCBB immediately after acceptance of this offer. Prior to the closing of the transaction, Buyer (at Buyer's option), may inspect the included equipment and will provide Seller and FCBB, in writing, of Buyer's non-acceptance of any equipment. Buyer may inspect all included vehicles at Buyer's costs. If Buyer desires to obtain an independent appraisal of the business equipment, the appraisal shall be completed (at Buyer's cost), within the due diligence period, unless otherwise stated. Buyer and Seller have been advised that FCBB and its agents are not equipment appraisers. Seller agrees to allow Buyer reasonable access to investigate the condition of the included assets.

36. POSSESSION AND BUSINESS OPERATION RECORDS: Possession of the Business will be given to Buyer upon the closing of the transaction or escrow. Seller shall deliver to Buyer the Business with entrance keys, alarm codes and necessary passwords for all computers and websites, etc. At or prior to the closing of this sale, Seller will deliver to Buyer all employee and customer records and all other documents and information pertinent to the operation of the Business. These records will include originals or copies of all documents necessary to conduct business with suppliers and customers/clients of the Business.

37. ZONING AND LICENSES: Seller warrants that the Business has the appropriate licenses, permits authorizations, qualifications, and zoning (collectively, "Permits") required to operate the Business. The Seller is in compliance with all such Permits applicable to its business operations, all of which are in full force and effect. If the transfer of a liquor license, or any other such restricted license, is included in this sale, then Seller agrees to assist Buyer to comply with all applicable State or County Codes, Laws or Regulations concerning such transfer.

38. LOSS OR DAMAGE: The risk of any loss or damage to the Business premises, or any of the improvements, systems, equipment or other assets included in this sale at any time prior to the closing of this sale shall be upon the Seller. If destruction or material damage occurs prior to the close of the sale, then upon demand of The Buyer, any deposit made by Buyer shall be returned forthwith and this Agreement shall be terminated. Immediately from and after the closing of sale, all risk or loss of damage will be upon Buyer.

39. NO LITIGATION, VIOLATIONS OR DISPUTES: Compliance With Laws: Seller warrants to The Buyer that there are no claims, actions, suits, litigation, no violations, no formal notices, no investigations, no disputes nor other legal or proceedings pending or to Seller's knowledge threatened against or relating to the Business or the sold assets (except as disclosed to Buyer in written form), nor does Seller know or have reasonable grounds to know of any basis of any such action or governmental investigation relative to the Business or other sold assets. Seller warrants to Buyer that there is no default or breach under any contract to be assumed by Buyer. If prior to closing the transaction or escrow, Seller receives or becomes aware of such notices or investigations, Seller will immediately inform Buyer in writing of such notices or investigations.

40. FINANCIAL INFORMATION: Seller warrants that any financial information provided to Buyer by Seller or FCBB, is a true, correct, fair, and accurate presentation of the results of the operations of the Business. Seller represents that the books and records are the true, complete and actual records maintained by Seller and that copies of any forms claimed to have been filed with the appropriate governmental agency are the true copies of such filed forms.

41. EMPLOYEES: Seller does not guarantee that Seller's employees will remain employed by the Business after the closing of the transaction. Seller is not aware and has no knowledge of any employee's intention of resigning after completion of the purchase/sale, (Owners exempted).

42. FAIR MARKET VALUE: Seller represents and acknowledges that the Purchase Price represents the fair market value of the Assets as of the day of the execution of this Agreement, as such fair market value was determined through good faith, arm's length negotiations with Purchaser after accounting for all marketability limitations of such Assets, and all setoffs, claims and defenses, liens and encumbrances against the Assets. Seller further acknowledges that (i) the terms of this Agreement were negotiated in good faith and in an arm's length manner; (ii) Seller was not coerced, nor did Seller coerce Purchaser, with respect to the material terms of this Agreement, including the Purchase Price; (iii) the terms of this Agreement were reviewed by Purchaser's counsel and Seller's counsel; and (iv) this Agreement has been entered into freely by all parties after advice and consultation with their respective counsel, consideration of all the terms, conditions, limitations, potential claims arising from or related to the purchase of the Assets and representations and warranties contained herein, as well as the condition of the Assets being purchased. Buyer and Seller acknowledge that Fair Market Value is NOT an appraisal.

43. COVENANTS: Other than in the normal course of business, between the date of this Agreement and the closing, Seller shall not convey, pledge, lease, mortgage, grant a security interest in, create any indebtedness or make any commitment for or encumber any asset included in this sale.

Buyer's Initials (MB) ()

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Seller's Initials (DL) ()

44. REPRESENTATION AND WARRANTIES: No representation or warranty made by Seller in this Agreement or in any other documents is false or inaccurate in any material respect, and no statement of fact made by Seller contains any untrue statement of material fact or omits to state any material fact of which Seller is aware that it is necessary to make the statement not misleading in any material respect.

(a) Seller has no liabilities with respect to the Business, except (i) those which are reflected in the financial statements delivered to the Buyer, and (ii) liabilities incurred in the ordinary course of business consistent with past practices since the date of the financial statements delivered to Buyer.

(b) The relationships of the Seller with the Business' customers and suppliers are good commercial working relationships and none of such customers or suppliers has canceled, terminated, reduced its historical purchasing volume, limited amount of supplies or services, or otherwise altered its relationship with the Business, and Seller has not received any notice, and has no reason to believe, that any of the Business' customers or suppliers intend to cancel, terminate, reduce its historical purchasing volume or pricing, limit the amount of supplies or services, or reduce its relationship with the Business.

(c) Seller has been and is, in compliance with all applicable federal state and local laws and regulations applicable to the business operation.

(d) There is no action of any nature pending or, to Seller's knowledge, threatened against or by Seller (i) waiting to or affecting the purchase assets or the assumed liabilities; or (ii) that challenges or seeks to prevent or delay the transaction.

(e) Business is and has been in compliance with all applicable environmental laws. Seller does not have any knowledge of and has not received any environmental notice or environmental claim or written request for information regarding applicable environmental laws, which remain pending or unresolved. There has been no violation, disposal, or release of any hazardous materials by Seller at the real property where the Business is located.

(f) Seller is in compliance with all employment laws, there are no actions pending or, to Seller's knowledge, threatened or reasonably anticipated relating to any labor or employment matters or concerning any/or affecting current or former employees, independent contractors, consultants, or temporary employees of Seller. No event has occurred, or circumstance exist which would give rise or serve as a valid basis for any such actions or investigations by or against Seller. As of the date of this Agreement all compensation for services performed on or prior to the date of this Agreement have been paid in full. Seller will disclose to Buyer any outstanding agreements or commitments of Seller regarding any compensation, commissions, reimbursements, or bonuses prior to closing. All employees of the business are classified as exempt under the Fair Labor Standards Act and State and local wage-and-hour laws are properly classified unless otherwise disclosed to Buyer by Seller.

Seller is in compliance with, and during the past three (3) years has complied with, all immigration laws, including Form I-9 requirements and any applicable mandatory E-Verify obligations. There is no union labor dispute, strike, slowdown, stoppage of work or lockout pending, or to knowledge of Seller, threatened against Seller. The seller has not experienced any material union labor dispute or material work stoppage during the past three (3) years. No labor union has been certified by the National Labor Relations Board or recognized, to the extent applicable, as bargaining agent for any employees of Seller. To knowledge of Seller, no labor union has engaged in a union organizing activity or campaign during the past three (3) years. Each of Seller's employee benefit plans and any related trust has been established, administered and maintained in accordance with its terms and in compliance in all material respects with all applicable laws.

45. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) federal, state and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances: (ii) FCBB has made no representation concerning the applicability of any such law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement: (iii) FCBB has not made representation concerning the existence, testing discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business.

46. FRANCHISE: If the Business named herein is a Franchise, Buyer agrees to immediately apply for and obtain Franchisor approval to purchase the franchise. Buyer agrees to attend the next available franchise training offered by the Franchisor. Unless otherwise stated, the cost of the Franchisee training (if any) and Franchise transfer fees will be the responsibility of Buyer. ("Franchise Addendum" is attached and made a part of this Agreement).

47. CREATION OF ANOTHER ENTITY BY BUYER: Buyer may elect to create another entity (e.g., corporation, partnership, or LLC). This Agreement may be assigned to the entity, and Buyer will cause the entity (to the extent permitted by law) to assume the same. Buyer will continue to be personally liable for and personally guarantee the performance of this Agreement, and the payment of any unpaid balances owed to Seller notwithstanding such assignment and assumption. The manner of taking title and the form of ownership of the business may have significant legal and tax consequences and shall be decided by Buyer. Buyer is advised to consult Buyer's appropriate professional for advice.

48. RELIANCE & DUE DILIGENCE: Buyer agrees, affirms and understands that Buyer is **relying solely on Buyer's own inspection** and due diligence of the Business, the Buyer's investigation of the assumption of vendors and accounts, the Assets being purchased, the financial statements of the business, the representations of Seller with regards to the prior operating history of the Business and the value of the assets being purchased in making this offer. Buyer further agrees that Buyer's offer is made on Buyer's examination of the business and Buyer's ability to operate this business and not solely on the Seller's past performance. Buyer further agrees that he/she will examine the books and financial records of Seller or employ a professional auditor to perform such examination. If the income and profits quoted (either written or verbally), by the Seller do not agree with those actual records (including Federal Tax returns) and Buyer continues and completes this transaction, it is agreed that Buyer has investigated the records to his/her own satisfaction without ANY reliance upon FCBB or its agents, employees or owners. Buyer and Seller agree to act diligently and in good faith to complete and release all contingencies in a timely manner. Buyer understands that, unless expressly written as a contingency of this Agreement, there is no guaranty as to the transferability or assumption of certain items, including but not limited to: Clients, Vendor and /or Employee Contracts / Agreements, Licenses, Advertising Venues, etc. Buyer is solely responsible for investigating the transferability and/or assignability of said items during the Buyer's Due Diligence Period; Seller to make best efforts to assist Buyer in obtaining any required consents to assignment. Buyer agrees to hold Seller and FCBB harmless if such items are unable to be assigned or transferred to Buyer before or after the completion or closing of this transaction.

Buyer's Initials *(MA)* ()

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Seller's Initials *(DLA)* ()

49. INSURANCE/LICENSES: Buyer will obtain, at Buyer's cost, insurance as required by Landlord. Buyers may assume Seller's existing insurance policy and any Seller's prepaid premium will be pro-rated. Prior to the transfer of the Business, Buyer or Buyer's Representative will apply for and be solely responsible for obtaining all required licenses to operate the Business after the closing of the transaction (unless application and/or license is required prior to closing). Unless specifically stated, Buyer knows of no reason why any license to operate the Business should be denied him/her/it. Further, Buyer agrees that all required licensing and permit information provided to all governmental licensing agencies will be true and accurate. If a "Seller Carry Note" is created, Buyer will name Seller as an additional "Loss Payee" for the amount financed in an appropriate insurance policy.

50. INDEMNIFICATION AND TAXES: From and after Closing, Seller shall indemnify, hold harmless, defend and hold harmless, and save Buyer and its affiliates from and against all debts, claims, actions or causes of action, liabilities, deficiencies, judgements, awards, fines, penalties losses, damages (including legal fees and disbursements) incurred or imposed upon the Buyer now existing or that may arise from or grow out of Seller's past operation and ownership of the Business, or the assets related thereto, either directly or indirectly. With respect to:

50.1. any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, any other transaction document, or any addenda, schedule, certificate, or exhibit related thereto.

50.2 any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement, any other transaction document, or any addenda, schedule, certificate, or exhibit related thereto.

50.3 any excluded asset or excluded liability; or

50.4 any Third-Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Seller or any of its affiliates (other than the purchased assets or Assumed Liabilities) conducted, existing, or arising on or prior to the Closing Date. For purposes of this Agreement, "Third-Party Claim" means notice of the assertion or commencement of any action made or brought by any person who is not a party to this Agreement or an affiliate of a party to this Agreement or a representative of the foregoing.

Buyer will have the right to offset any debts or obligations incurred by Seller relating to the operation of the Business which have been paid by Buyer against any monies owed by Buyer to Seller. Buyer will give Seller reasonable written notice that Buyer intends to deduct said payments made from Buyer's payment to Seller from any existing Seller Carry Note. Buyer agrees to indemnify, defend, and hold Seller harmless from any debts or legal actions against Seller that Buyer incurs as a result of Buyer purchasing the named Business. Seller further agrees to hold Buyer harmless, defend and to reimburse Buyer for any Successor's Liability regardless of any State Law or Regulation to the contrary. Seller expressly agrees that Seller is responsible for any unpaid taxes owing to any governmental agency, including any taxes that were either not collected or not billed at the completion of the sale, transfer and/or the closing of the transaction and Seller personally guarantees payment of same. Seller warrants that he/she and the Business are not in default to any taxing agency unless noted. If required by any law or regulation, Buyer or Seller shall pay any sales or use tax payable as a result of the sale and, if required, shall deliver to Closing Entity Company any clearance documents available from the appropriate Taxation Agency.

51. DISPUTES, JURISDICTION GOVERNING LAW & SEVERABILITY: In the event that any of the provision, or portions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or Arbitrator, the validity of the remaining provisions, or portions hereof, will not be affected thereby, and effect will be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid. In the event of litigation arising from this agreement or the purchase/sale of the named business or in any action brought by the Seller and/or the Buyer against each other to enforce any rights arising under this Agreement, the party prevailing in such action will be entitled to recover its legal fees and disbursements and will also be entitled to all costs, expenses and legal fees and disbursements to be expended in collecting the amounts owing.

51.1: DISPUTES: Any election by either or both FCBB and other involved Brokers to participate in mediation or arbitration shall not cause FCBB and other Brokers to be deemed parties to the Agreement. Any litigation, mediation, arbitration or disputes concerning this Agreement, its construction, terms and performance will be governed by and interpreted and enforced within the Courts of the County and State where the FCBB office is located. Buyer and Seller irrevocably waive their rights to change this jurisdiction even if this waiver conflicts with other State laws.

A. Mediation: Prior to filing any legal action, Buyer, Seller and FCBB (including any other involved Brokers), agree to mediate all disputes or claims arising amongst or between them regarding this Agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees shall be divided equally amongst the parties involved. If, for any dispute or claim this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if those fees would otherwise be available to that party in any such action.

B. Arbitration/Litigation: In the event of any dispute after the closing of this sale (which cannot be resolved through mediation), between Buyer and Seller or FCBB (including any other involved Brokers), regarding this Agreement and/or sale/purchase, the parties agree that, upon the election and choice of Buyer or Seller or FCBB, the dispute will be submitted to binding and conclusive arbitration. Arbitration fees will be divided equally amongst all participating parties. During arbitration, any party may be represented by legal counsel with each party responsible for their own legal fees and costs, unless expressly stated otherwise in the terms contained in this Agreement. The right of appeal of any arbitration decision is hereby waived. During litigation, any party may be represented by legal counsel with each party responsible for their own legal fees and costs, unless expressly stated otherwise in the terms contained in this Agreement.

C. Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

Should any dispute arise between Buyer and Seller such dispute shall be under the jurisdiction of the state and county where the business is located.

Any dispute whereby First Choice Business Brokers is named in any capacity whatsoever shall be under the jurisdiction of the County of Clark, State of Nevada

Buyer's Initials *(MA)* ()

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Seller's Initials *(DLA)* ()

52. BUYER'S DEFAULT: SELLER'S AND FCBB'S REMEDIES AND RIGHTS: Subject to the express written contingencies contained within this Agreement, if Buyer should fail, for any reason **other than the fault of the Seller**, to complete the purchase on the closing date, Seller may retain the Earnest Money Deposit less any transaction fees. All funds deposited in an escrow or trust accounts that are forfeited to Seller will be divided as per the Listing or Commission Agreement. Seller will also have the right, in addition to retaining the Earnest Money Deposit, to enforce this Agreement by any legal or equitable remedies, including, but not limited to, a suit for specific performance and/or by an action for damages for Buyer's breach of the contract. Seller will be entitled, but not limited to, recovery of Seller's loss of bargain, to the Seller's consequential damages and to its liability for FCBB's commissions. The foregoing remedies of the Seller are subject to Seller's payment of FCBB's commissions hereunder. If, in the event of Buyer's default, and if Seller agrees to accept an amount of money as Liquidated Damages, then such amount of money must be at least equal to Ten (10%) percent of the agreed upon and accepted Purchase Price for such liquidated damages. If Seller agrees to accept the Earnest Money Deposit as liquidated damages, then, upon presentation of proof of default to the closing entity, Buyer's signature shall not be required by the closing entity to release such funds. If Buyer fails for any reason other than the fault of the Seller to complete the purchase on the closing date, FCBB shall be entitled to recover the commission and fee FCBB would have received from Seller from the Buyer instead as an expressed third party beneficiary of this Agreement.

53. SELLER'S DEFAULT: BUYER'S AND FCBB'S REMEDIES AND RIGHTS: If Seller, after acceptance of this Agreement, should default for any reason, or cause a default whereby Buyer is unable, through no fault of Buyer, to purchase the Business, Seller will be responsible to Buyer for all costs and damages incurred by Buyer for Buyer's investigation and any other costs related to the purchase of the Business. Buyer will be entitled to require Seller to complete the purchase and sale of the Business. Should Seller withdraw from this Agreement without the express written approval of Buyer, Buyer will have the right to enforce this Agreement by any legal or equitable remedies, including a suit for specific performance and/or breach of the contract. If Seller, after acceptance of this agreement, should default for any reason, or cause a default whereby Buyer is unable through no fault of Buyer to purchase the business, Seller will be responsible to pay to FCBB its earned commission and fee as an expressed third party beneficiary of this Agreement.

54. SELLER'S ACKNOWLEDGMENT: Seller acknowledges that FCBB has made no representations of the Buyer concerning the history, net worth, financial representations, and creditworthiness, ability to repay any Seller Financing or ability of the Buyer to complete this transaction or of Buyer's ability to operate the Business. Seller agrees to rely solely on Buyer's representation to Seller and FCBB.

55. EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT: The Business is sold in compliance with Federal, State, and local anti-discrimination laws. The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other items that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Business is not in compliance. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer and or other qualified professionals of Buyer and Sellers own choosing to determine to what degree if any the ADA impacts that principal of this transaction.

56. SURVIVAL: All warranties, representations and covenants and agreements contained herein and all related rights to indemnification will be repeated on the closing date and will not merge but will survive the closing of this sale.

57. TIME IS OF THE ESSENCE & PERSONAL GUARANTEES: Buyer and Seller agree that time will be of the essence in the completion of this Agreement. Buyer and Seller personally guarantee performance of this Agreement, and any Seller Carry Back Note and financing arrangement as set forth and all addendums or amendments to this Agreement. If Seller and/or Buyer is a corporate entity, Seller and Buyer agree that all officers, directors and/or members of the corporate entity, currently or in the future, personally guarantee performance of this Agreement, Seller Carry Note, all financing arrangements and/or addendum or amendment to this Agreement.

58. CONSTRUCTION: The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. Any uncertainty or ambiguity existing in it shall not be interpreted against any party including FCBB but rather shall be interpreted according to the rules generally governing the interpretation of contracts. If this Agreement contains any errors, omissions, transpositions, typographical or other errors, its author and FCBB shall be held harmless by all parties. No representation is made as to the legal validity or adequacy of any provision or tax consequences thereof.

59. COUNTERPARTS: This agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Electronic and Facsimile signatures may be accepted as original.

60. NOTICES: All notices or other communications regarding this Agreement will be delivered to the address, fax number and/or email address of Buyer and Seller on file in the offices of FCBB and copies will concurrently be delivered to FCBB at its business address.

61. ENTIRE AGREEMENT: This Agreement, Counteroffers, Amendments and any Addenda constitute the entire Agreement and understanding of the parties regarding its subject matter and cannot be modified except in writing executed by all parties and supersedes all previous Purchase Agreements between the Buyer and Seller. There are no expressed or implied warranties, representations or covenants relating to this transaction except as expressly set forth or incorporated herein. Any representations which are not in writing and part of this Agreement will not be binding upon the parties. All parties agree that in the event of any conflict between this Agreement and any other documents relating to this transaction, this Agreement shall be the controlling document.

62. ADVICE: Buyer and Seller certify that neither FCBB nor its agents have expressed any legal, financial, tax liability or other opinion arising from the sale of the assets of the Business. By the signing of this Agreement, Buyer and Seller each warrant to FCBB that they have been counseled by competent counsel and have obtained and relied upon their own legal and accounting advice and that FCBB and its agents and officers will not be further concerned with same.

63. RISK: Buyer confirms that, upon entering into this Agreement, Buyer has been made aware and understands the inherent risks involved in the purchasing of a business and lack of guarantees and agrees that Seller cannot guarantee the success of Buyer's method of operating the Business. Buyer understands that the success of the Business being purchased, of which Seller has no control, is dependent upon Buyer's skills in operating the Business.

Buyer's Initials (*MB*)

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Seller's Initials (*DLA*)

and not just the past performance of the Seller. **BUYER AND SELLER ARE STRONGLY ADVISED TO CONSULT APPROPRIATE LEGAL, TAX ACCOUNTING OR OTHER PROFESSIONALS REGARDING THIS AGREEMENT.**

64. MUTUAL RESCISSION: Mutual rescission of this Agreement by Buyer and Seller will not relieve either of the parties of their obligations to FCBB to pay its Commission. As set forth herein, as set forth in the Commission or Listing Agreement executed by Seller, and FCBB and the Buyers Confidentiality and Nondisclosure Agreement executed by Buyer and FCBB, Seller and/or Buyer may be obligated to pay FCBB its commission. Seller and Buyer's obligation to pay FCBB under contract is not excused nor terminated by any mutual rescission of this Agreement.

65. MUTUAL CONFIDENTIALITY: Both Buyer and Seller agree that this Agreement is confidential and agree that its terms and conditions will not be revealed other than to their advisors and counsel or if required by any applicable law, code or regulation. All parties agree not to post, directly or indirectly, any negative, derogatory or disparaging comments on any social media and/or websites concerning this transaction and further agree that such postings will be considered a breach of this Agreement, the Listing Agreement and the Confidentiality Agreement.

66. REPRESENTATION/AGENCY: Buyer warrants and agrees that, unless otherwise stated in this Agreement, First Choice Business Brokers ("Broker") is the sole procuring cause in this transaction. Buyer further warrants and agrees that if another broker makes a claim for Buyer representation and part of the commission in this transaction, then it will be the sole responsibility of Buyer to satisfy such claim separately and apart from this transaction. Seller is responsible for payment of commissions to First Choice Business Brokers unless otherwise provided herein. Buyer and Seller acknowledge that FCBB's representation terminates at the time and date of closing (Business Transfer), regardless of Buyer and Seller's post-closing obligations. Confirmation of Representation: The Broker and agents in this transaction are:

Buyer's Agent(s): Kathleen Nichols

Seller's Agent(s): Kathleen Nichols

Buyer's Broker: First Choice Business Brokers

Seller's Broker: First Choice Business Brokers

Address: 851 S. Rampart Blvd. #200, Las Vegas, NV 89145

Address: 851 S. Rampart Blvd. #200, Las Vegas, NV 89145

67. BENEFICIARY/COMMISSIONS: Except as otherwise provided for herein, Buyer herein requires, and Seller agrees, as an express condition of this Agreement, that Seller will pay FCBB a certain sum or percentage of the Purchase Price (Commission as defined in the Listing or Commission Agreement dated 09/09/2025 incorporated herein by reference), pursuant to the terms of the Listing or Commission Agreement executed by and between the Seller and FCBB and FCBB's respective agents which is fully earned upon acceptance of this agreement. Buyer and Seller expressly agree and identify First Choice Business Brokers (FCBB), as the sole broker to this Agreement (unless otherwise stated) and an express third-party beneficiary only regarding matters connected with the payment of the Commission. Buyer and Seller agree that no changes shall be made by Buyer, Seller or the Trust or Escrow Holder with respect to time of payment, amount of payment or the conditions for payment of FCBB's Commission without the written consent of FCBB. Buyer and Seller have agreed that FCBB, its agents, licensees, employees, officers, franchisors, and directors' liability under this Agreement and relating to this entire business listing and sale transaction is expressly limited to fifty percent (50%) of the actual Commission received by FCBB. FCBB's liability is not limited to, but includes errors, omissions, negligence, and any violations of common law or statutory code. Buyer acknowledges that Buyer has executed the FCBB Buyer Confidentiality, Non-Disclosure Acknowledgment and Agreement dated 08/15/2025 which is incorporated into this Agreement by reference.

68. AUTHORITY: Buyer and Seller each warrant to the other that they respectively have the full power and authority to enter into this Agreement, are not under the jurisdiction of a Federal Bankruptcy Court and are able to complete the transaction described herein. No contract or agreement to which either Buyer or Seller is a party to, shall prevent either of them from completing the transaction described herein or is the consent of any government authority or third party required.

69. LEGALLY BINDING: Upon execution by Buyer and Seller, this Agreement will be absolutely binding and fully enforceable upon the parties and will bind and inure to the benefit of their successors, assignees, personal representatives, heirs and legatees of the parties hereto. Please read it carefully before signing. If you do not fully understand it, legal and financial advice should be obtained before signing. Buyer and Seller have relied on their own judgment in entering into this Agreement and NOT the information and statements of FCBB, its agents or officers. Upon Seller's Acceptance, Buyer and Seller agree to be bound by each provision of this Agreement and all signed addenda, disclosures, and attachments, if any.

70. MUTUAL UNDERSTANDING: Buyer and Seller each irrevocably agree that each First Choice Business Brokers office is an independently owned and operated Franchisee, and that the Franchisor (First Choice Business Brokers Inc.) is NOT a party to or involved in this Transaction or any Agreements between the Buyer and the Seller. If First Choice Business Brokers Inc is named as a defendant in any legal proceeding, Plaintiff agrees to pay all the franchisor's defense expenses.

71. EXPIRATION OF OFFER: Buyer's offer is open for the Seller's acceptance **ONLY UNTIL**

Date: 05/29/2026 (MM/DD/YYYY) at 10:00 (Time) ☒ AM ☐ PM Time Zone PDT

72. CLOSING DATE: The closing date for this transaction will be on: 07/26/2026 (MM/DD/YYYY) or such other date as the parties may later mutually have agreed upon in writing. Buyer and Seller agree that "Time is of the Essence" and hereby agree in a timely manner to execute all documents necessary to affect a closing of this transaction on the closing date. If the transaction is dependent upon a third-party approval or completion of a contingency (for example but not limited to: Landlord approval, Licensing Authority, US Immigration Visa approval, Franchisor and/or lender documentation and funding, Lienholder Satisfaction etc.), which cause a delay in the closing of the transaction, then without further written instruction, the closing date will be automatically extended whereby the transaction will close within three (3) business days of Closing Entity Company receiving written approval and/or satisfaction of such contingencies that are customary or reasonable with reference to the specific contingency. If the designated closing date is a weekend or holiday, then the closing shall be on the next business day. **Buyer agrees to wire sufficient funds to the closing entity at least twenty-four (24) hours prior to the closing date to complete the transaction.**

Buyer's Initials (ma) ()

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Seller's Initials (DLA) ()

73. RECEIPT OF THIS AGREEMENT: Buyer and Seller each acknowledge having fully read, understood, and agrees to each provision of this Agreement unless modified by addendum or counteroffer and received a true copy of this document.

Dated: May 28 2026 15:02 PDT (MM/DD/YYYY) at _____ (Time) ☐ AM ☐ PM Time Zone _____

BUYER:

Entity Name (if any): _____

By: James Michael Bradley

Printed Name and Title

James Michael Bradley

May 28 2026 15:02 PDT

Signature

Date

James Michael Bradley

May 28 2026 15:02 PDT

Individually

Date

By: _____

Printed Name and Title

Signature

Date

Individually

Date

12 Pepperwood Drive

Home Address

Sandy Utah

City

State

84092

Zip

FIRST CHOICE BUSINESS BROKERS

Kathleen Nichols

FCBB Agent Signature

Kathleen Nichols

Agent Printed Name

FIRST CHOICE BUSINESS BROKERS (franchise #) 101 address) 851 S. Rampart Blvd. #200, Las Vegas, NV 89145

74. SELLER'S RESPONSE: (Check one only). Per NAC: 645.632, Seller is required By Law to respond in any event (Check one only).

☐ COUNTEROFFER:

Seller accepts the terms of this Agreement subject to the attached COUNTEROFFER #1 dated: _____

☐ REJECTION:

Seller hereby informs Buyer the offer presented herein is NOT accepted.

Seller's rejection signature(s): _____

☒ ACCEPTANCE:

I/We the Seller(s) accept this Asset Purchase Agreement in its entirety and agree to sell the assets of the named Business in accordance with all the terms and conditions stated herein without exception.

SELLER'S ACCEPTANCE & AGREEMENT

ALL TERMS, CONDITIONS WARRANTIES AND REPRESENTATIONS ARE HEREBY APPROVED AND ACCEPTED, (Contingent only upon those items expressly set forth in this Agreement).

Dated: May 28 2026 16:44 PDT (MM/DD/YYYY) at _____ (Time) ☐ AM ☐ PM Time Zone _____

SELLER:

Entity Name (if any): The Kenzevich Family Trust

By: Don L Kenzevich

Printed Name and Title

Donald L Kenzevich

May 28 2026 16:44 PDT

Signature

Date

Donald L Kenzevich

May 28 2026 16:44 PDT

Individually

Date

1411 E Deerskin St, Pahrump, NV, 89048

Home Address

City

State

Zip

FIRST CHOICE BUSINESS BROKERS

Kathleen Nichols

FCBB Agent Signature

By: Laura E Kenzevich

Printed Name and Title

Laura E Kenzevich

May 28 2026 16:45 PDT

Signature

Date

Laura E Kenzevich

May 28 2026 16:45 PDT

Individually

Date

FIRST CHOICE BUSINESS BROKERS (franchise #) 101 address) 851 S. Rampart Blvd. #200, Las Vegas, NV 89145

An Agent may not sign on behalf of any party to this Agreement unless Buyer and/or Seller have executed a Power of Attorney permitting this action. Should this Agreement be transmitted electronically or by any other method and if any original part or portion of this Agreement is altered WITHOUT the personal written approval and consent of FCBB, then First Choice Business Brokers shall have the option and right NOT to present the offer to the Seller. WARNING: This form is protected under the Copyright laws of the United States and any duplication, unauthorized use of any part or whole of this Agreement without the prior written consent of First Choice Business Brokers will subject the user to legal action including a suit for copyright violation, infringement and damages.

Buyer's Initials (JMB) ()

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Seller's Initials (BLK) ()



ADDENDUM # 1 **TO ASSET PURCHASE AGREEMENT OR CONTRACT** (132)

ASSET PURCHASE AGREEMENT or CONTRACT dated 5/26/22

For the business and/or property commonly known as: Kenzevich Addisson Quarry

Located at the following address: 2690 E Addison St Pahrump NV 89060

Revised Contingencies & Conditions Precedent

Seller Transition & Operations Services Agreement:

Execution of a mutually acceptable Definitive Services Contract with Seller prior to Closing. This agreement shall detail the Seller's post-closing transition services and operations oversight duties for a duration of twenty-four (24) months.

Transfer of Mobile Equipment Assets:

The existing on-site mobile screening plant shall be included in the Sale in "as-is" condition, with Seller warranting that it is currently in good working order. Operational control and title to said mobile screening plant shall be fully released and transferred to Buyer immediately upon the initiation of the first Seller Note payment.

Due Diligence & Technical Inspections:

This Agreement is strictly contingent upon Buyer's sole satisfaction with and written acceptance of its comprehensive Due Diligence investigations. This includes, but is not limited to, a competitive market review, geographic commercial assessment, and independent geotechnical evaluations (specifically including aggregate reactivity testing, mineral reserve audits, and total volume resource assessments). All Due Diligence contingencies must be formally released or waived by Buyer within fifteen (15) business days following the execution date of this Agreement.

Financing Contingency:

This transaction is contingent upon Buyer securing acquisition, equipment, and development financing upon terms, interest rates, and structures wholly acceptable to Buyer in its sole discretion.

Warranties of Title and Clear Ownership:

Seller explicitly warrants and represents that the real property, mineral rights, and permitted site are free and clear of all encumbrances, tax liens, mechanics' liens, third-party mining claims, outstanding royalty obligations, or any other financial indebtedness or legal liabilities. Seller guarantees the ability to convey clear, marketable, and unencumbered fee simple title to the Buyer at Closing.

All other terms and conditions shall remain the same. I / We, the undersigned, agree to this ADDENDUM:

☐ Seller(s) ☒ Buyer(s): James Michael Bradley
(Print Name and Corporate Title, if applicable)

Signature: James Michael Bradley Date: May 28 2026 15:21 PDT Signature: _____ Date: _____

Agent: Kathleen Nichols Signature: Kathleen Nichols Date: May 28 2026 16:47 PDT
(First Choice Business Brokers, Duly Authorized Agent)

ACCEPTANCE

Dated May 28 2026 16:44 PDT, at the at the hour of _____ M

☒ Seller(s) ☐ Buyer(s): Donald L Kenzevich
(Print Name and Corporate Title, if applicable)

Signature: Donald L Kenzevich Date: May 28 2026 16:44 PDT Signature: _____ Date: _____

Agent: Kathleen Nichols Signature: Kathleen Nichols Date: May 28 2026 16:47 PDT
(First Choice Business Brokers, Duly Authorized Agent)

132 12 072017

RESPONSIBLE OFFICIAL FORM

**Nevada Division of Environmental Protection
Bureaus of Air Pollution Control & Air Quality Planning
Responsible Official Identification/Designation/Change Request Form**

Use this form to identify the **Responsible Official who will be the point of contact for all permit related correspondence**. You can also use this form to designate an authorized representative **who is responsible for the overall operation of the facility** pursuant to (1)(e) above. If you wish to change the Responsible Official designation governing one or more Air Quality Operating Permits [AQOP(s)], please specify the Permit Number(s) and FIN(s) that are covered by this notice:

FIN(s): A2420

Permit No.(s): AP1629-4469

Pursuant to Nevada Administrative Code (NAC) 445B.156, a Responsible Official is defined as:

- (1) For a corporation: (a) president; (b) vice president in charge of a principal business function; (c) secretary; (d) treasurer; (e) authorized representative of such a person **who is responsible for the overall operation of the facility** and who is designated in writing by an officer of the corporation and approved in advance by the Director.
- (2) For a partnership or sole proprietorship: a general partner or the proprietor, respectively.
- (3) For a municipality or a state, federal or other public agency: a ranking elected official or a principal executive officer, including for a federal agency, a chief executive officer who has responsibility for the overall operations of a principal geographic unit of the agency.
- (4) For an affected source: the designated representative or his or her alternate, as defined in 42 U.S.C. 7651a(26)

A. Please Identify an individual who is either a Corporate Officer ((1)(a)-(d) above), Sole Proprietor, or Government Official as identified above:

Name:	<u>J. Michael Bradley</u>		
Title:	<u>Owner Manager</u>		
Address:	<u>12 Pepperwood Drive</u>		
City:	<u>Sandy</u>		
State:	<u>Utah</u>	Zip Code:	<u>84095</u>
Phone #:	<u>805-452-8447(XXX) XXX-XXXX</u>		
Fax #:	<u>Enter Fax #.(XXX) XXX-XXXX</u>		
E-mail:	<u>805-452-8447</u>		

Select One Option:

- ☒ The person identified above will be **acting as the Responsible Official** for the identified permit(s).
Continue to Section C. Signature

OR

- ☐ The person identified above is **designating the following person to act as the Responsible Official** for the identified permit(s): (designee's information must be provided in **Section B.** on following page)

- B. Please provide **ALL** of the following information **only if designating a Responsible Official other than the person Identified in Section A.**

Designated Responsible Official Name, Title and Mailing Address [NAC 445B.295.1]:

Name:	Designated RO Name.		
Title:	Designated RO Title.		
Address:	Address.		
City:	City.		
State:	State.	Zip Code:	ZIP Code.
Phone #:	Phone Number.(xxx) xxx-xxxx		
Fax #:	Fax Number.(xxx) xxx-xxxx		
E-mail:	Email (REQUIRED).		

C. Signature Authority

Pursuant to the conditions specified under NAC 445B.156, I hereby certify the above Responsible Official notification or designation under penalty of perjury. **This certification rescinds all previous notifications or designations.**

Signed:  June 23, 2026

Print Name: J. Michael Bradley

Title: Owner Manager

*Must be the individual identified in **Section A** above.*