

PIONEER SAND COMPANY, LLC.
630 Plaza Drive, Suite 150, Highlands Ranch, CO, 80129

November 18, 2022

CONFIDENTIAL

Via Federal Express and Email

Rhonda Webber
3035 South Manilla Rd.
Watkins, Colorado 80137
Email: rjwebber16@yahoo.com

Re: Request for Consent under Lease Agreement

Dear Sir or Madam:

As you know, Rhonda Webber (f/k/a Rhonda Sass, f/k/a Rhonda Grimm), as lessor, and Pioneer Sand Company, LLC (f/k/a Pioneer Sand Company, Inc.) ("Pioneer Lessee"), as lessee, are parties to that certain Agreement dated March 24, 1999 between Rhonda Webber (f/k/a Rhonda Sass, f/k/a Rhonda Grimm, in her individual capacity, and as successor to Robert A. Grimm) and Pioneer Lessee (as amended and in effect as of the date hereof, and including all supplements, addendums, appendices, extensions, schedules, and attachments thereto, collectively, the "Lease"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease.

Pioneer and its affiliates (including Pioneer Lessee and the Company (defined below), collectively, "Pioneer") are pleased to advise you that Pioneer has entered into an agreement with Holcim Participations (US) Inc. ("HPUS"), an affiliate of Holcim Ltd. ("Holcim"), pursuant to which all of the other entities comprising Pioneer will assign and transfer to JLL Pioneer Inc. (the "Company") all of the assets they own or hold relating to Pioneer's quarry business, including the Lease, and following such assignments and transfers, HPUS will acquire ownership of the Company, resulting in a change of control of the Company. The foregoing transactions, including the assignment of the Lease by Pioneer Lessee to the Company (the "Pioneer Assignment") and the change of control of the Company are referred to herein as the "Sale Transactions".

Promptly following the closing of the Sale Transactions, Holcim will complete an internal reorganization pursuant to which the Lease will be assigned or otherwise conveyed by the Company to Holcim-WCR, Inc., an indirect wholly owned subsidiary of Holcim (the "Holcim Contribution," and such subsidiary, the "Holcim Subsidiary").

The Sale Transactions (including the Pioneer Assignment) and the Holcim Contribution are expected to occur during January 2023.

Pursuant to the Lease, Pioneer may be required to obtain your consent in connection with the Sale Transactions and the Holcim Contribution. Accordingly, Pioneer hereby requests your consent to the Sale Transactions and the Holcim Contribution for all purposes under the Lease.

Please indicate your consent to the Sale Transactions and the Holcim Contribution for all purposes under the Lease by executing the acknowledgement set forth below. By signing below, you agree as follows:

1. The Sale Transactions and the Holcim Contribution shall not constitute a default or breach under the Lease (and you hereby waive any notice or other procedural requirements set forth in the Lease with respect thereto) and that you shall not terminate the Lease as a result of or in response to the Sale Transactions or the Holcim Contribution.
2. The Lease shall continue in full force and effect in accordance with its terms, and the Holcim Subsidiary shall continue to enjoy the same rights and benefits and be subject to the same obligations under the Lease following the Sale Transactions and the Holcim Contribution as Pioneer Lessee enjoyed and was subject to prior to the consummation of the Sale Transactions.
3. Upon the effectiveness of the Pioneer Assignment, the Company will assume all liabilities and obligations under the Lease, whether attributable to periods before or after the effectiveness of the Pioneer Assignment (the "Assumed Lease Obligations"), and notwithstanding any provision of the Lease to the contrary, Pioneer Lessee is hereby released from all such Assumed Lease Obligations effective upon the Pioneer Assignment.
4. The Sale Transactions, the Holcim Contribution and the contents of this notice shall be kept confidential.
5. This letter and the request for your consent made herein do not create any rights to which you are not contractually entitled under the Lease or expand any rights to which you are contractually entitled under the Lease.
6. You will execute and deliver the Estoppel Certificate that has been provided to you with this letter.

Your consent will become effective immediately; however, if the Sale Transactions do not close, your consent will be void and of no force or effect.

Once executed, please email a copy of the acknowledgement to my attention at kevin.guzior@pioneerco.com.

If you have any questions regarding this letter, please do not hesitate to contact me at (602) 999-1155 or by email at the address set forth in the preceding paragraph. We would appreciate your response as soon as possible, and in any event, no later than December 1, 2022. Thank you for your assistance and cooperation.

[Signature Pages Follow]

Very truly yours,

PIONEER SAND COMPANY, LLC

By: 

Name: Kevin Guzior

Title: President

Enclosure:

Estoppel Certificate

Acknowledged and agreed:

By: Rhonda Webber
Rhonda Webber