

ACCESS AGREEMENT

This Access Agreement (the "Agreement") is made and entered into this 26 day of September, 2024 (the "Effective Date"), by and between Shane and Katherine Mueller ("Owner"), and Holcim - WCR, INC., a Colorado corporation ("Holcim"). Each may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, The Owner is the holder of that certain real property located in the East Half of Section 24, Township 9 North, Range 70 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, also known by the Larimer County Assessor as Parcel #0924000047 and Parcel #0924000050 (the "Property").

WHEREAS, Holcim acquired Pioneer Sand Company Inc.'s ("Pioneer") interest in the Ingleside Quarry, including a Colorado Division of Reclamation, Mining, and Safety (the "DRMS") Permit #M1980037HR (the "Permit").

WHEREAS, Holcim has transferred the Permit from Pioneer's name into Holcim's name. Though mining is not allowed or intended on the Property, portions of the Property are mistakenly included in the DRMS permitted area. Holcim intends to remove those portions of the Property from the DRMS permit. To remove the portions of the Property in the Permit, DRMS requires proof of Holcim's legal right to enter said Property.

WHEREAS, Owner and Holcim now desire to formalize the agreement related to Holcim's access to and use of the Owner Property per the terms contained herein;

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. LICENSE. Owner is the title holder to that certain real property located in Larimer County as shown on Exhibit "A," attached hereto. The area surrounding the Property is also shown on Exhibit "A." Owner agrees to permit Holcim to use the Property, and Holcim accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement is merely a license to use the Property and that no right, title or interest in or to the Property is granted to or vested in or intended to be granted to or vested in the Holcim by virtue of this Agreement. Holcim acknowledges that all use of the Property by Holcim shall be pursuant to this Agreement and that Holcim shall not, by such use, acquire any rights in or to the Property by prescription, adverse possession or otherwise.

2. TERM. The term of this Agreement shall commence on the Effective Date and shall end on July 1, 2027 (the "Term"), unless earlier terminated as herein provided.

3. CONSIDERATION. The Parties acknowledge that their respective covenants and promises contained herein constitute adequate consideration.

4. USE OF PROPERTY. Holcim shall have access to the curved access road leading to the upper bench of the quarry, the road through the Property and to the areas of the Property that are within or adjacent to the Permit, and any other areas of the Property necessary to perform reclamation activities as necessary in accordance with the reclamation plan for the Ingleside Quarry. The attached Exhibit A identifies these areas.

5. MAINTENANCE OF THE PROPERTY. Owner shall not take any action that may impair Holcim's rights hereunder. Owner shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property, and shall make any necessary repairs to maintain compliance, but Owner's obligation shall not apply as it relates to Holcim's operations on the Property. Holcim shall keep and maintain the roads as described in Section 4, above, in good order, condition, and repair.

6. IMPROVEMENTS. Holcim shall make reclamations necessary to fulfill obligations under the Permit, including, but not limited to grading, backfilling, seeding and maintenance to establish vegetation per the requirements of the reclamation plan in the Permit.

7. UTILITIES. There are no utilities on the Property.

8. INSURANCE.

(a) Holcim shall, at its sole cost and expense, procure and maintain in full force and effect insurance in the following forms and types and in amounts of the following:

8.1 Commercial General Liability ("CGL"). CGL on an "occurrence" coverage form at least as broad as that provided under the ISO form CG 0001 with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 each person or organization for personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate.

8.2 Workers' Compensation and Employer's Liability. Limits in accordance with the laws of the state or jurisdiction where the Property is located and an employer's liability coverage part with separate limits of \$1,000,000 per accident, disease/employee and disease/policy limit. Holcim shall maintain workers' compensation insurance regardless of eligibility for waiver or exemption of coverage under state statute.

8.3 Business Automobile Liability. Covering liability arising from the use or operation of any auto for the Work, including those owned, hired, non-owned or otherwise operated by or on behalf of Holcim with a combined single limit of \$1,000,000 per accident.

8.4 Property/Equipment. To cover 100% of the value of all Holcim-supplied property for Holcim's work, including but not limited to equipment (stationary or mobile), machinery, tools (including employee tools), supplies, materials or any other property owned, leased or the legal responsibility of Holcim.

(b) Holcim shall deliver to Owner certificates evidencing the existence and amounts of such insurance. Holcim shall cause their insurer to provide thirty (30) day prior written notice of any cancellation or material change to the required policies and shall furnish replacement certificates within ten (10) days prior to the cancellation or reduction of such policies. Holcim shall not do or permit to be done anything

which shall invalidate the insurance policies required under this Agreement. The limits of such insurance shall limit Holcim's total liability hereunder. Owner's acceptance of Holcim's certificate of insurance shall constitute Owner's representation that Holcim's insurance meets all requirements of this Section 8 unless Owner notifies Holcim of noncompliance within five (5) business days of receipt of the certificate of insurance.

9. INDEMNIFICATION.

Owner shall indemnify and hold Holcim and its officers, directors, employees, assigns, and affiliates, from claims, demands, causes of action, judgments, liabilities, losses, costs, expenses (including reasonable attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the use of the Property by Owner and its employees, invitees, contractors, or anyone else whose use of the Property can be attributed to Owner, except Holcim. Owner's indemnity obligations hereunder shall not apply to the extent of Holcim's negligence or willful misconduct.

10. ASSIGNMENT. Holcim shall have the right to assign this Agreement and delegate all or any portion of its duties hereunder. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

11. RIGHT OF ENTRY. Owner and its authorized agents, representatives, invitees, or contractors may enter the Property at any time for any reasonable purpose.

12. BREACH; CANCELLATION. In the event of any breach of any representation contained herein or other default by Holcim in the performance of any term or condition of this Agreement, Owner shall provide Holcim with notice of default within three (3) days of the occurrence of such default. Should Holcim not begin to cure the default within 30 days of receipt of notice, Owner may immediately cancel this Agreement upon notice to Holcim, re-enter the Property, and take possession thereof and remove all persons and property therefrom. Holcim may terminate this Agreement, for any cause, upon providing 30 day written notice. Notwithstanding the foregoing, Holcim may immediately terminate this Agreement in the event the Lease terminates by providing Owner with notice.

13. NOTICES.

(a) Any and all notices and demands by or from Owner to Holcim, or by or from Holcim to Owner, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Owner:	Shane and Katherine Mueller
	389 Big Ridge Way
	Laporte, Colorado 80504

To Holcim: HOLCIM – WCR, Inc.
1687 Cole Boulevard, Suite 300
Golden, Colorado 80401
Attention: Walt Wright
Telephone: (303) 985-1070
Email: walter.wright@holcim.com

With a copy to Holcim US
8700 W. Bryn Mawr Ave, Suite 300
Chicago, IL 60631
Attention: Legal Department

b) Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

(c) All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

14. NO PARTNERSHIP. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Owner and Holcim. No provision of this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship between Owner and Holcim other than the relationship of licensor and Holcim.

15. NO WAIVER. Either Party's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Holcim's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 14 may not be waived.

16. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of a Party contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

17. CAPTIONS. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

18. GOVERNING LAW; WAIVER OF JURY TRIAL. The laws of the State of Colorado shall govern the validity, construction, performance and effect of this Agreement. **EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN ALL ACTIONS AND OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. THIS WAIVER APPLIES TO ALL ACTIONS AND OTHER LEGAL PROCEEDINGS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS (1) RECEIVED ADEQUATE CONSIDERATION TO EFFECT SUCH WAIVER, (2) ACTED IN RELIANCE ON THE OTHER'S WAIVER AND INTENDS THAT THE SAME BE ENFORCED TO THE FULLEST EXTENT ALLOWED BY LAW, AND (3) BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRIOR TO EFFECTING THIS WAIVER.**

SM WSM initials

WW initials

19. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Owner or Holcim as a warranty or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

OWNER:

HOLCIM:

SHANE AND KATHERINE MUELLER

HOLCIM – WCR, INC.

By: Shane Mueller Katherine Mueller

By: Walt Wright

Name: Shane Mueller Katherine Mueller

Name: Walt Wright

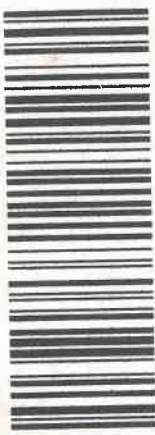
Title: owner Owner

Title: Senior Manager - Environment and Land

EXHIBIT "A"

DEPICTION OF THE PROPERTY AND SURROUNDING AREA

389 E. Ridge Way
Laporte, CO 80504



7020 1810 0000 4174 3453

Attn: Kurt Thumann
Holdim - WCR, Inc.
1687 Cole Blvd., Suite 300
Golden, CO 80401

CPU



U.S. POSTAGE IMI
\$2.72
FCMF RDC 99
Orig: 80525
Dest: 80401
09/27/24
2000052467 02

RETURN RECEIPT
REQUESTED

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