



Austin White Lime Company

CHEMICAL, BUILDING AND STABILIZATION LIME

Austin White Lime Company, Ltd.
14001 McNeil Road
Austin, Texas 78728

August 25, 2023

Via email and Overnight Delivery

Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Ste. P101
Georgetown, TX 78626

Re: Invitation for Bid and Terms and Conditions between Austin White Lime Company, Ltd. (“**AWLC**”) and Williamson County, Texas (the “**County**”) and one or more associated Purchase Orders, which govern the sales order beginning June 27, 2023 ending December 31, 2023, which has been assigned the following sales order number by AWLC: **10315** (collectively, the “**Agreement**”).

Dear Williamson County, Texas:

Please be advised that AWLC is currently negotiating an Asset Purchase Agreement (the “**Purchase Agreement**”) pursuant to which, upon closing of the transactions contemplated by the Purchase Agreement, AWLC will transfer all of its customer contracts, including the Agreement, to Lhoist North America, Inc. (“**LNA**”) (the “**Transaction**”). AWLC is requesting the County’s consent to an assignment of the Agreement.

By executing this letter agreement in the spaces provided below, the County and AWLC agree that, effective as of, and conditioned upon, the consummation of the Transaction, the County, on behalf of itself and its successors and assigns, hereby (i) acknowledges receipt of notice of the Transaction and waives any notice time period requirement with respect thereto, (ii) consents to the assignment of the Agreement to LNA for all purposes under the Agreement, (iii) agrees that the consummation of the Transaction and the assignment of the Agreement to LNA will not constitute a violation, breach, or default under any term or provision of the Agreement (or waives such violation, breach or default to the extent applicable), (iv) acknowledges and agrees that the Agreement will remain in full force and effect in accordance with its terms following the consummation of the Transaction and assignment of the Agreement to LNA, and (v) waives any requirement in the Agreement that this letter agreement be sent using a particular delivery method.

None of the parties hereto waives, alters or amends any of their respective rights under the Agreement, or any other terms or conditions of the Agreement, except as expressly set forth in this letter agreement. This letter agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of the executed signature pages by email transmission, in “portable document format,” or by other electronic means shall constitute effective and binding execution and delivery of this letter agreement.

Please acknowledge that this letter agreement accurately reflects the agreement between the County and AWLC regarding the matters set forth above by executing this letter agreement in the space provided below. Please do not hesitate to contact Mark Ross, COO/CFO of AWLC, at mross@austinwhitelime.com or (309) 428-5925 with any questions regarding this letter.

Sincerely,

AWLC:

AUSTIN WHITE LIME COMPANY, LTD.

BY: ROBINSON FAMILY MANAGEMENT

By: 
Name: Mark Ross
Title: Chief Operations Officer and
Chief Financial Officer

Accepted and agreed as of the _____ day of Sep 26, 2023, 2023.

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: 
By: Bill Gravell (Sep 26, 2023 10:06 CDT)
Name: Bill Gravell
Title: County Judge