

STATE OF ALABAMA)
COUNTY OF SHELBY)

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("this Agreement") is entered into as of this 15th day of December, 2009 by and between **DOUGLAS WAYNE EPPERSON**, a married man ("Owner"), with an address of 936 Independence Drive, Alabaster, Alabama 35007, and **CARMEUSE LIME & STONE, INC.**, a Delaware corporation ("Offeree"), with an address of P.O. Box 37, Saginaw, AL 35137, Attention: Robert W. Picou. In consideration of \$10.00 and other valid consideration received in hand by Owner, the parties agree as follows:

1. **Right of First Refusal.** If Owner receives a bona fide offer from a third party (a "Third Party Offer") to purchase all or any portion of that certain real property situated in Shelby County, Alabama, and being more particularly described on Exhibit A hereto (the "Property"), then prior to the acceptance of such Third Party Offer, Owner shall give Offeree written notice (the "ROFR Notice") of the terms of such Third Party Offer, including the identity of any third party offeror and a copy of any term sheet, letter of intent or purchase agreement submitted by the Third Party offeror. Upon receipt of such ROFR Notice, Offeree shall have the right (the "ROFR"), for a period of thirty (30) days after such receipt, to notify Owner that it will purchase the Property from Owner upon the same terms and conditions as described in the Third Party Offer. If Owner fails to respond to the ROFR Notice, it will be deemed to have waived its right to purchase the Property as set forth herein. **The Property is not the homestead or residence of the Owner or the Owner's spouse.**

2. **Reservation of Rights.** If the ROFR has been waived by Offeree, and Owner either (i) fails to consummate the sale of all or that portion of the Property described in the Third Party Offer in accordance with the materially same terms and provisions of the applicable Third Party Offer within six (6) months following the date of the giving of the applicable ROFR Notice or (ii) desires to sell the Property identified in such Third Party Offer on terms which are less favorable to Owner than those set forth in the Third Party Offer, then, in either event, Owner shall send another ROFR Notice, as applicable, and Offeree shall have the rights set forth above in Section 1 with respect to such new ROFR Notice.

3. **Miscellaneous.** Any notice provided under this Agreement shall conclusively be deemed received by a party hereto when given in writing by (a) certified mail, postage prepaid, (b) by overnight courier, or (c) by personal delivery, addressed to such party at its address set forth above. Any notice will be deemed given on receipt or written refusal to accept delivery. This Agreement contains the entire agreement between the parties with respect to the rights provided for herein, and the parties hereto agree that no other representations have been made by either party. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument. This Agreement shall be governed by and construed in accordance with the law of the State of

Alabama. All rights and obligations of the parties hereto as expressed in this Agreement shall extend to their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the date and year first above written.

OWNER:

Douglas W Epperson
DOUGLAS WAYNE EPPERSON

STATE OF ALABAMA)
JEFFERSON COUNTY)


I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that DOUGLAS WAYNE EPPERSON whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of December, 2009.

Mary Beta Chace
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/24/2013


20091218000463000 2/4 \$20.00
Shelby Cnty Judge of Probate, AL
12/18/2009 11:06:48 AM FILED/CERT

OFFEREE:

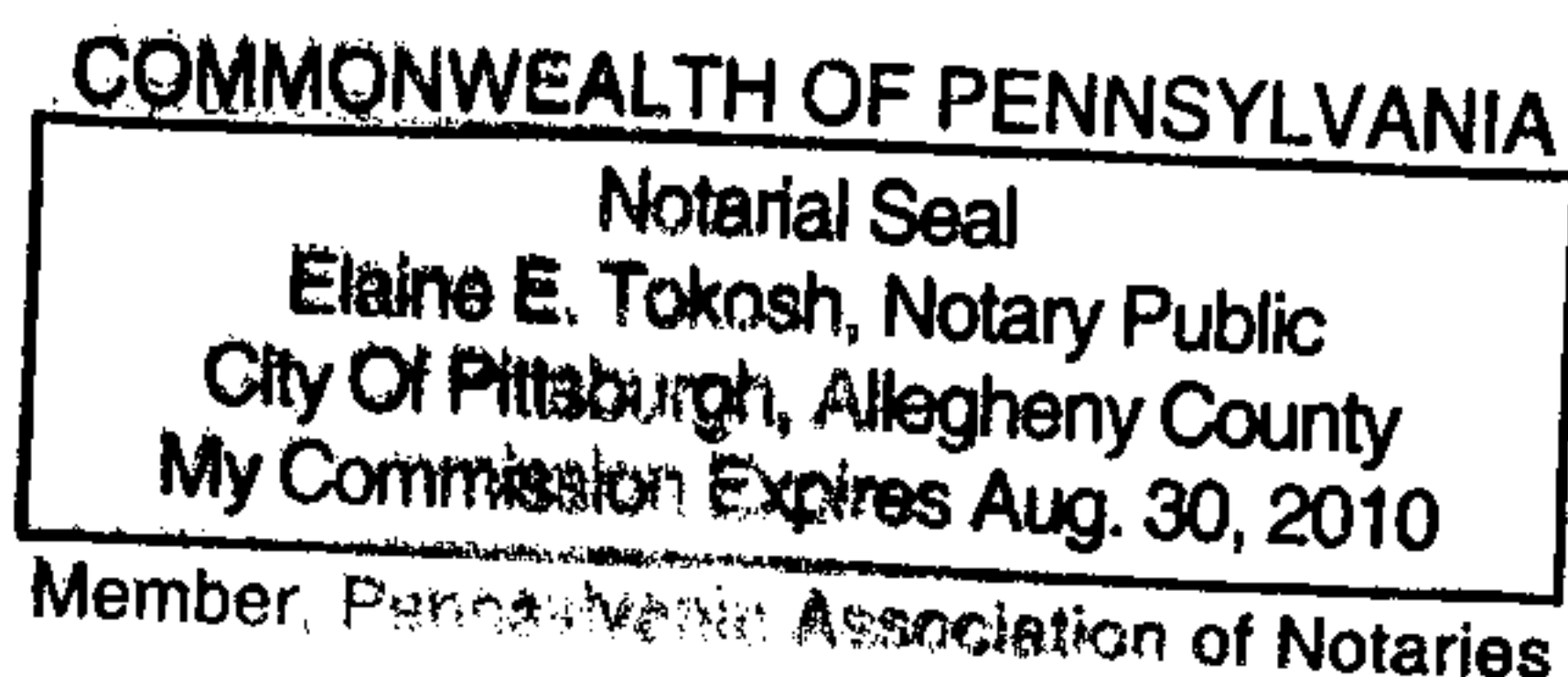
CARMEUSE LIME & STONE, INC.

By: [Signature]
Printed Name: Kevin J. Whyte
Title: Vice President & General Counsel

STATE OF Pennsylvania)
Allegheny COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KEVIN J. WHYTE, Vice President and General Counsel of CARMEUSE LIME & STONE, INC., a Delaware corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with fully authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 14th day of December, 2009.



[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: Aug. 30, 2010

THIS INSTRUMENT WAS PREPARED BY:

M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions-Harbert Plaza
Birmingham, Alabama 35203

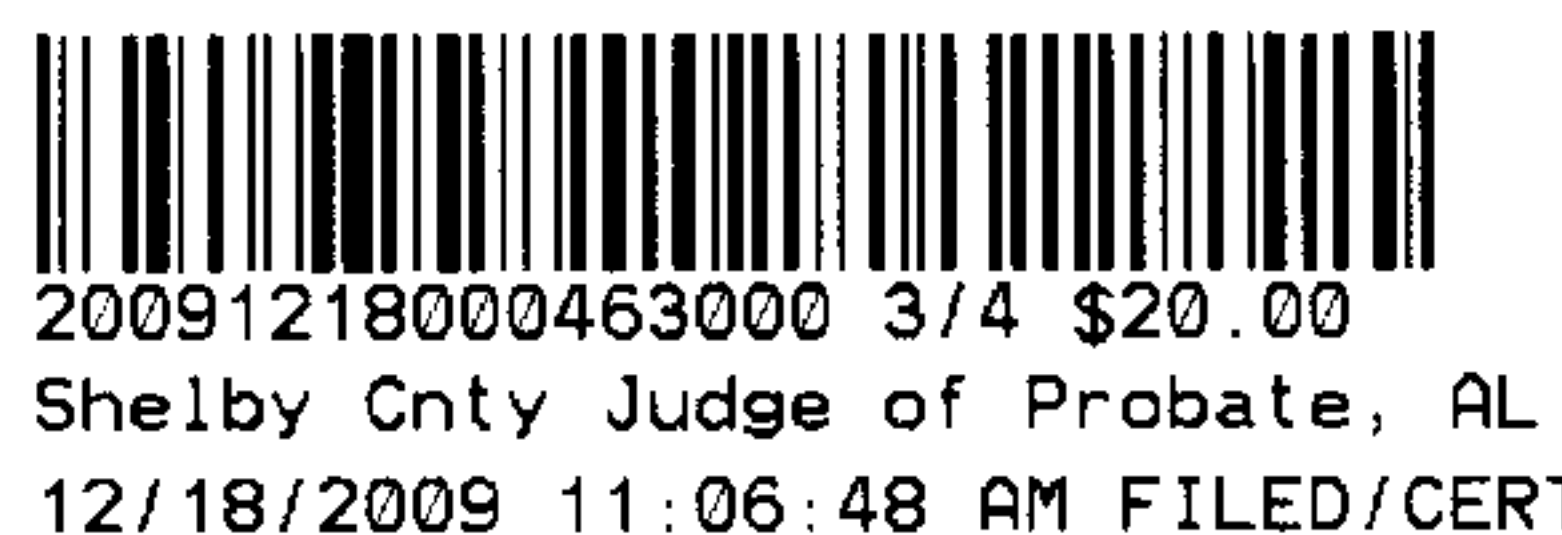


EXHIBIT A

(Legal Description)

All that part lying south of the Columbiana-Saginaw Highway of the following lands: The SE ¼ of the NW ¼ and eight acres in the SW ¼ of the NW ¼ of Section 16, Township 21, Range 2 West, said eight acres being described as follows: Beginning at a point 110 yards West of the SE corner of said SW ¼ of NW ¼, and run thence East 110 yards to the said SE corner; run thence North along the East line of said forty, 440 yards to the South boundary of the Columbiana-Saginaw Highway; thence run West along the South boundary of said Highway, 66 yards; thence run in a southwesterly direction to said point of beginning.


LESS AND EXCEPT:

A tract of land being situated in the SE 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 16, Township 21 South, Range 2 West of the Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commencing at a 5/8" rebar at the SE corner of the SE 1/4 of the NW 1/4 of said Section 16; thence along the South line of said 1/4-1/4 N 86°17'23" W for a distance of 341.62 feet to a 5/8" capped rebar set (CA-627-LS) and the Point of Beginning; thence continue along said South line N 87°12'37" W for a distance of 592.96 feet to a fence corner and a 5/8" capped rebar set (CA-627-LS); thence continue N 87°28'16" W for a distance of 716.15 feet to a fence corner and a 5/8" capped rebar set (CA-627-LS); thence leaving said South 1/4-1/4 line N 04°11'12" E for a distance of 534.29 feet to the South right-of-way line of Saginaw Cut Road (80' right-of-way) and a 5/8" capped rebar set (CA-627-LS); thence along said right-of-way the following four calls; S 82°02'39" E for a distance of 359.92 feet to a 5/8" capped rebar set (CA-627-LS); thence S 82°07'21" E for a distance of 569.01 feet to a 5/8" capped rebar set (CA-627-LS); thence S 82°04'43" E for a distance of 225.01 feet to a concrete right-of-way marker; thence S 81°47'48" E for a distance of 66.01 feet to a 5/8" capped rebar set (CA-627-LS); thence leaving said South right-of-way line S 08°05'19" E for a distance of 429.36 feet to the Point of Beginning of said described tract containing 13.78 acres, more or less, situated in the SE 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 16, Township 21 South, Range 2 West of the Huntsville Meridian, Shelby County, Alabama.

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