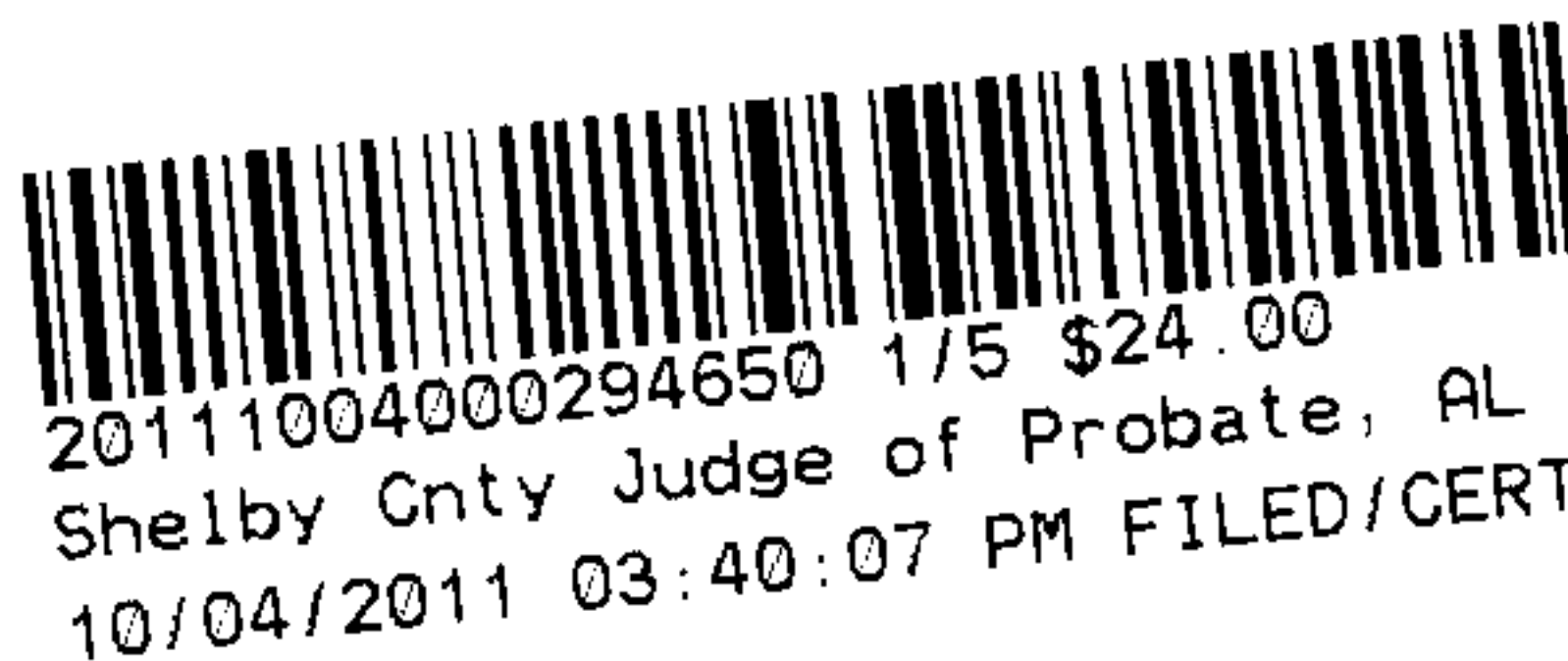


This document prepared by:

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STATE OF ALABAMA)
COUNTY OF SHELBY)



ASSIGNMENT AND ASSUMPTION AGREEMENT
[Argos Cement, LLC Easement Use Agreement]

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**"), dated October 3, 2011, is by and between Lafarge Building Materials Inc., an Alabama corporation ("**Assignor**"), and Vulcan Construction Materials, LP, a Delaware limited partnership ("**Assignee**").

R E C I T A L S:

A. Contemporaneously with the execution of this Agreement, Assignor and Assignee have entered into an Asset Exchange Agreement (the "**Exchange Agreement**"), pursuant to which Assignor has sold certain assets, property, leases, and other agreements to Assignee.

B. Pursuant to the Exchange Agreement, Assignor is assigning to Assignee the agreement described on **Exhibit A** to this Agreement (the "**Easement Use Agreement**").

C. Assignor and Assignee are entering into this Agreement to evidence the assignment of the Easement Use Agreement by Assignor to Assignee, and the assumption of the Easement Use Agreement by Assignee, subject to the terms of this Agreement and the Exchange Agreement.

D. The Easement Use Agreement was recorded in the Office of the Judge of Probate, Shelby County, Alabama, as Instrument No. 2011004000294650.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee acknowledge, Assignor and Assignee agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.**

(a) **Agreement.** As of the Effective Time, Assignor hereby sells, conveys, transfers, assigns, sets over and delivers to Assignee the Easement Use Agreement and all of Assignor's right, title and interest in and to the Easement Use Agreement, and Assignee hereby accepts and acquires the Easement Use Agreement and all of Assignor's right, title and interest in and to the Easement Use Agreement from Assignor.

(b) **Assumption.** As of the Effective Time, Assignee hereby assumes and shall perform and discharge the liabilities and obligations of Assignor under the Easement Use Agreement.

2. MISCELLANEOUS.

(a) Capitalized Terms. Capitalized terms not defined herein have the meanings assigned to them in the Exchange Agreement.

(b) Necessary Action. Assignor and Assignee shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

(c) Binding Effect. This Agreement will be binding upon, and will inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

(d) Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the state in which the real property subject to the Easement Use Agreement is located.

(e) Captions. The captions or headings in this Agreement are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.


(f) Access to Counsel. This Agreement shall not be construed strictly against either Assignor or Assignee. Assignor and Assignee each acknowledge that they have had full opportunity to review this Agreement and have had access to counsel of their choice to the extent they deem necessary in order to interpret the legal effect of this Agreement.

(g) Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all of which together shall be deemed one and the same agreement.

(h) Amendments. No amendment, modification, or termination of this Agreement will be deemed valid unless in writing and signed by Assignor and Assignee.

(i) Exchange Agreement. This Agreement is being made and delivered pursuant and subject to the terms of the Exchange Agreement, including terms limiting the extent to which Assignee is assuming and agreeing to perform and discharge the liabilities and obligations of Assignor under the Agreement. In no event will this Agreement expand, limit or otherwise modify, amend, or change in any way the rights and obligations of Assignor and Assignee under the Exchange Agreement.

[Signatures appear on the following page.]


20111004000294650 2/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/04/2011 03:40:07 PM FILED/CERT

IN WITNESS OF THIS AGREEMENT, Assignor and Assignee have executed it as of the date first set forth above.

ASSIGNOR:

LAFARGE BUILDING MATERIALS INC.

By: _____

Name: KHALED EL DOUKANI

Title: VP Business Development ENA

ASSIGNEE:

VULCAN CONSTRUCTION MATERIALS, LP

By: Legacy Vulcan Corp.

Its: General Partner

By: _____

Name: _____

Terry F. Perkins Jr.

Title: _____

Secretary



20111004000294650 3/5 \$24.00

Shelby Cnty Judge of Probate, AL

10/04/2011 03:40:07 PM FILED/CERT

STATE OF Alabama)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Khaled El Dokan, whose name as VP Business Dev ENA of Lafarge Building Materials Inc., an Alabama corporation, is signed to the foregoing Assignment and Assumption Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment and Assumption Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 3rd day of October, 2011.

Dawn M. Green
Notary Public

MY COMMISSION EXPIRES AUGUST 23, 2013

My Commission Expires: _____

[NOTARIAL SEAL]

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jerry F. Perkins, whose name as Secretary of Legacy Vulcan Corp., a New Jersey corporation, in its capacity as the general partner of Vulcan Construction Materials, LP, a Delaware limited partnership, is signed to the foregoing Assignment and Assumption Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment and Assumption Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in such capacity.

Given under my hand this the 3rd day of October, 2011.

Kayla Denise Brakefield
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

MY COMMISSION EXPIRES FEBRUARY 7, 2012



20111004000294650 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/04/2011 03:40:07 PM FILED/CERT

EXHIBIT A

Easement Use Agreement, dated October 3, 2011, between Argos Cement, LLC, a Delaware limited liability company, and Lafarge Building Materials Inc., an Alabama corporation.



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Shelby Cnty Judge of Probate: AL
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