


This document prepared by:

Linda J. Peacock  
Baker Donelson Bearman  
Caldwell & Berkowitz, P.C.  
420 North 20<sup>th</sup> Street, Suite 1600  
Birmingham, Alabama 35203  
(205) 328-0480

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

  
20111004000294670 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
10/04/2011 03:40:09 PM FILED/CERT

**LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT**  
[Argos Cement, LLC Aggregates Mining Lease Agreement]

This LEASE 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**").

**RECITALS:**

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 lease described on **Exhibit A** to this Agreement (the "**Lease**").

C. A Memorandum of Lease was recorded in the Office of the Judge of Probate, Shelby County, Alabama as Instrument No. 2011104000294660.

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

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 Lease and all of Assignor's right, title and interest in and to the Lease, and Assignee hereby accepts and acquires the Lease and all of Assignor's right, title and interest in and to the Lease 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 Lease.

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 Lease 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 Lease. 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.]

  
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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: [Signature]  
Name: KHALED EL DOKANI  
Title: NP Business Development ENA

ASSIGNEE:

VULCAN CONSTRUCTION MATERIALS, LP

By: Legacy Vulcan Corp.

Its: General Partner

By: [Signature]  
Name: Jerry F. Perkins Jr.  
Title: Secretary



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STATE OF Alabama )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Khalid El Dokani, whose name as VP Business Dev. ENT of Lafarge Building Materials Inc., an Alabama corporation, is signed to the foregoing Lease Assignment and Assumption Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease 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

[NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_ MY COMMISSION EXPIRES AUGUST 23, 2013

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 Lease Assignment and Assumption Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease 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

[NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES FEBRUARY 7, 2012



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## EXHIBIT A

Aggregates Mining Lease Agreement, dated October 3, 2011, between Argos Cement, LLC, a Delaware limited liability company, as Landlord, and Lafarge Building Materials Inc., an Alabama corporation, as Tenant.



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