

VOTING AGREEMENT

THIS AGREEMENT is made as of the 25th day of August, 2017.

BETWEEN:

THE PERSONS LISTED ON SCHEDULE A HERETO (collectively, the “**Securityholders**” and each individually a “**Securityholder**”)

-and-

1131083 B.C. Ltd., a corporation existing under the laws of the Province of British Columbia (the “**Purchaser**”)

-and-

Vulcan Materials Company, a corporation existing under the laws of New Jersey, United States (the “**Purchaser Parent**”)

WHEREAS each Securityholder is the registered and/or direct or indirect beneficial owner of the issued and outstanding Shares, Options and DSUs (each as defined herein) of Polaris Materials Corporation (“**Polaris**”) set forth opposite such Securityholder’s name on Schedule A hereto;

AND WHEREAS each Securityholder understands the Purchaser, the Purchaser Parent, which wholly owns the Purchaser, and Polaris are, concurrently with the execution and delivery of this Agreement, executing and delivering the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein);

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of each Securityholder (i) to vote its Securityholder Securities (as defined herein) or cause the same to be voted in favour of the Arrangement Resolution (as defined herein) and (ii) to abide by the other restrictions and covenants set forth herein;

AND WHEREAS each Securityholder acknowledges that the Purchaser and the Purchaser Parent would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by such Securityholder;

AND WHEREAS the foregoing recitals are made by a Securityholder only with respect to itself and its Securityholder Securities and, for greater certainty, are not made in relation to any other Securityholder or any other Securityholder Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

“**affiliate**” has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

“**Arrangement**” means the arrangement under the provisions of Section 288 of the BCBCA on the terms and subject to the conditions set forth in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement or the Plan of Arrangement with the consent of Polaris and the Purchaser, each acting reasonably or made at the direction of the Court in the Final Order;

“**Arrangement Agreement**” means the arrangement agreement dated the date hereof between the Purchaser, the Purchaser Parent and Polaris, as it may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms;

“**Arrangement Resolution**” means the special resolution of the Polaris Securityholders approving the Arrangement to be considered and, if thought fit, passed by the Polaris Securityholders at Polaris Meeting, to be substantially in the form and content of Schedule B to the Arrangement Agreement;

“**BCBCA**” means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

“**Court**” means the Supreme Court of British Columbia or other court as applicable;

“**DSU**” means a Deferred Unit issued under the DSU Plan;

“**DSU Plan**” means the Independent Director Deferred Unit Plan of Polaris dated as of April 26, 2016;

“**Effective Date**” means the date upon which the Arrangement becomes effective as provided in Section 1.1 of the Plan of Arrangement;

“**Effective Time**” has the meaning ascribed thereto in Section 1.1 of the Plan of Arrangement;

“**Final Order**” means the order of the Court approving the Arrangement under Section 291 of the BCBCA, in form and substance acceptable to the Purchaser and Polaris, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Purchaser and

Polaris, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment, modification, supplement or variation is acceptable to both the Purchaser and Polaris, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

“**Interim Order**” means the interim order of the Court to be issued following the application therefor submitted to the Court as contemplated by Section 2.2(c) of the Arrangement Agreement, in form and substance acceptable to Polaris and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Polaris Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Polaris and the Purchaser, each acting reasonably;

“**Option**” means an option to acquire Shares granted pursuant to either of the Option Plans;

“**Option Plans**” means, collectively, the Stock Option Plan of Polaris dated as of April 26, 2016 and the Stock Option Plan of Polaris dated April 23, 2001;

“**Plan of Arrangement**” means the plan of arrangement substantially in the form and content set out in Schedule A to the Arrangement Agreement, as amended, modified or supplemented from time to time:

(a) in accordance with either:

- (i) the Arrangement Agreement; or
- (ii) Article 6 of the Plan of Arrangement,

with the consent of Polaris and the Purchaser, each acting reasonably; or

(b) at the direction of the Court in the Final Order;

“**Polaris Meeting**” means the special meeting of Polaris Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order and the Arrangement Agreement to consider the Arrangement Resolution;

“**Polaris Securityholder**” means a holder of one or more Shares, Options and/or DSUs;

“**Securityholder Securities**” means all Shares and all other securities of Polaris including, but not limited to, Options and DSUs, beneficially owned or controlled or directed by the Securityholder prior to the Effective Time, including (i) all Shares issuable upon the exercise of Options or the redemption of DSUs beneficially owned or controlled or directed by the Securityholder, and (ii) all securities of Polaris or of any holding body corporate, issued or acquired in lieu of or in replacement for or in consideration of all or any of such Shares, or Options or DSUs or any interest in Polaris; and

“Shares” means common shares of Polaris.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Schedules

The following Schedules attached hereto constitute an integral part of this Agreement:

Schedule A - List of Securityholders and Securityholder Securities

ARTICLE 2 **COVENANTS OF THE SECURITYHOLDER**

2.1 General

Each of the Securityholders severally, and not jointly or jointly and severally, hereby covenants and irrevocably agrees in favour of the Purchaser and the Purchaser Parent that, from the date hereof until the earlier of (i) the Effective Date and (ii) the termination of this Agreement in accordance with Article 4 such Securityholder will, and the Securityholder will ensure that any beneficial owner of Securityholder Securities will:

- (a) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey any Securityholder Securities, or any right or interest therein (legal or equitable), to any person or group or agree to do any of the foregoing, except pursuant to the Arrangement and the exercise of Options or the redemption of DSUs in accordance with their terms;
- (b) not grant or agree to grant any proxy or other right to vote any Securityholder Securities, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call or requisition meetings of shareholders or give consents or approval of any kind as to the Securityholder Securities that in each case might reasonably be regarded as likely to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement and this Agreement;
- (c) not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement and the other transactions contemplated by the Arrangement Agreement
- (d) vote or cause to be voted any Securityholder Securities against any proposed action by Polaris or its shareholders or affiliates or any other person which would reasonably be expected to prevent or delay the successful completion of the

Arrangement or the other transactions contemplated by the Arrangement Agreement and this Agreement;

- (e) irrevocably waive to the fullest extent permitted by law any and all rights of the Securityholder to dissent with respect to the Arrangement Resolution or any other resolution relating to the approval of the Arrangement and not exercise any such right with respect to any such resolution;
- (f) in the event that any transaction other than the Arrangement is presented for approval of or acceptance by the Polaris Securityholders, not, directly or indirectly, vote in favour of, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Securityholder Securities;
- (g) not solicit, initiate, cause, knowingly encourage, or take any other action designed to facilitate, any inquiry, indication of interest or the making of any proposal that constitutes or could reasonably be expected to lead to a Acquisition Proposal;
- (h) not make any public comment or statement, written or oral, which is inconsistent with the Securityholder's obligations under this Agreement or publicly withdraw support from the transactions contemplated by the Arrangement Agreement;
- (i) hereby agree that any securities of Polaris purchased by the Securityholder in the market, by private agreement or otherwise, shall be deemed to be subject to the terms hereof as Securityholder Securities; and
- (j) take all such steps as are necessary or advisable to ensure that at the Effective Time, its Securityholder Securities will be held by such Securityholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands of any nature or kind whatsoever, and will not be subject to any shareholders' agreements, voting trust or similar agreements or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting such Securityholder Securities or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any such Securityholder Securities.

provided however that nothing in this Section 2.1 will prevent the Securityholder, and solely in his or her capacity as a director or senior officer of the Company, from taking any action, on advice from counsel, required to be taken in the discharge of his or her fiduciary duty as a director or senior officer of the Company, provided that the performance of such duties as a director or senior officer may not impact the Securityholder's obligations under this Agreement, including this Section 2.1, in its capacity as a securityholder.

2.2 Voting of the Securityholder Securities in Favour of the Arrangement Resolution

Each Securityholder hereby agrees with the Purchaser and Purchaser Parent that it will, on or before the tenth Business Day prior to the Polaris Meeting, duly complete and cause forms of proxy or voting instruction forms in respect of all of the Securityholder Securities, and any other documents required in accordance with the Arrangement, to be validly delivered in support of the Arrangement Resolution, and will not withdraw, amend or invalidate any such form of proxy or voting instructions form except as expressly otherwise provided in this Agreement. Each Securityholder will provide copies of each such form of proxy or voting instruction form referred to above to the Purchaser concurrently with its delivery as provided for above.

Each Securityholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement.

2.3 Reorganization of the Securityholder

Each Securityholder shall have the right directly or indirectly to take such actions as are necessary or desirable to reorganize its capital, assets and structure as the Securityholder may reasonably determine including, without limitation, transferring some or all of the Securityholder Securities to one or more of its partners or any other Person and winding up or otherwise ceasing to exist; provided, however, that no such reorganization will be undertaken unless each Person who receives any Securityholder Securities currently owned by the Securityholder enters into a counterpart of this Agreement in relation to such shares and agrees to be bound hereby in place of the Securityholder in relation to such shares to the same extent as the Securityholder is bound hereby.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

Each of the Securityholders, hereby severally, and not jointly or jointly and severally represents and warrants to and covenants with the Purchaser and Purchaser Parent as follows, and acknowledges that the Purchaser and Purchaser Parent is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Incorporation; Authorization.** If such Securityholder is a corporation or other legal entity, such Securityholder is a subsisting corporation or other entity under the laws of its incorporating jurisdiction. Such Securityholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by such Securityholder and constitutes a legal, valid and binding agreement enforceable by the Purchaser and Purchaser Parent against such Securityholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or

similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

- (b) Ownership of Shares and Other Securities. Such Securityholder is, and, subject to Section 2.3, will be immediately prior to the Effective Date, the direct or indirect beneficial owner of, or exercises control or direction over, the Securityholder Securities, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. Such Securityholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, provision, statute, regulation, judgment, order, decree or law which would in any material respect be violated, contravened, breached by, or under which any material default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.
- (c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of such Securityholder's Securityholder Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (d) Voting. Other than pursuant to this Agreement, none of such Securityholder's Securityholder Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Authority which has not been made or obtained is required to be made or obtained by the Securityholder in connection with:
 - (i) the execution and delivery by the Securityholder of this Agreement, the performance by the Shareholder of its obligations hereunder or enforcement against the Securityholder of this Agreement; or
 - (ii) the consummation of any transactions by the Securityholder provided for herein, except for, in either case, the filing of insider trading reports under applicable securities legislation.
- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Authority or threatened against such Securityholder or any of its affiliates that would adversely affect in any manner the ability of such Securityholder to enter into this Agreement and to perform its obligations hereunder or the title of such Securityholder to any of its Securityholder Securities

and there is no judgment, decree or order against such Securityholder that would adversely affect in any manner the ability of the Securityholder to enter into this Agreement and to perform its obligations hereunder or the title of such Securityholder to any of its Securityholder Securities.

- (g) No Other Securities. The only securities of Polaris beneficially owned or controlled, directly or indirectly, by such Securityholder are its Securityholder Securities and such Securityholder has no other agreement or option, or right or privilege (whether by law, pre emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Securityholder or transfer to such Securityholder of additional securities of Polaris.

3.2 Representations and Warranties of the Purchaser and the Purchaser Parent

Each of the Purchaser and the Purchaser Parent hereby represents and warrants to each Securityholder as follows, and acknowledges that each Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) Authorization. It has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by the Purchaser and the Purchaser Parent and the consummation by the Purchaser and the Purchaser Parent of the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of the Purchaser and the Purchaser Parent and no other internal proceedings on the part of the Purchaser and the Purchaser Parent are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Purchaser and the Purchaser Parent and constitutes a legal, valid and binding agreement enforceable by the Securityholder against the Purchaser and the Purchaser Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought. The Purchaser and the Purchaser Parent is not a party to, bound or affected by or subject to, any charter or by-law, contract, provision, statute, regulation, judgment, order, decree or law which would in any material respect be violated, contravened, breached by, or under which any material default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement; and
- (b) Consents. No consent, waiver, approval, authorization, exemption, registration, license or declaration of or by, or filing with, or notice to, any Governmental Authority which has not been received or made is required to be received or made by the Purchaser and the Purchaser Parent in connection with:

- (i) the execution and delivery by the Purchaser and the Purchaser Parent of this Agreement, the performance of the obligations of the Purchaser and the Purchaser Parent hereunder or enforcement against the Purchaser and the Purchaser Parent of this Agreement; or
 - (ii) the consummation of any transactions by the Purchaser and the Purchaser Parent provided for herein, except for, in either case, the filing of insider trading reports under applicable securities legislation,
- except as provided in the Arrangement Agreement.

ARTICLE 4 **TERMINATION**

4.1 Automatic Termination

Unless extended by mutual agreement of the Securityholder, on the one hand, and the Purchaser and the Purchaser Parent, on the other hand, this Agreement shall automatically terminate on the Outside Date. In addition, this Agreement shall automatically terminate:

- (a) at the Effective Time; or
- (b) in the event that the Arrangement Agreement is terminated by any party thereto in accordance with its terms.

4.2 Agreement to Terminate

This Agreement may be terminated by a written instrument executed by each of the Purchaser and the Purchaser Parent and the Securityholder.

4.3 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case any party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5 **GENERAL**

5.1 Further Assurances

Each of the Securityholders, and the Purchaser and the Purchaser Parent will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require (at the requesting party's cost)

to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 No Effect on Representations and Warranties

No investigations made by or on behalf of the Purchaser and the Purchaser Parent or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the Securityholder herein or pursuant hereto.

No investigations made by or on behalf of the Securityholder or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the Purchaser and the Purchaser Parent herein or pursuant hereto.

5.3 Disclosure Except as required by applicable laws or regulations or by any Governmental Authority or in accordance with the requirements of any stock exchange, no Securityholder shall make any public announcement or statement with respect to this Agreement without the approval of the Purchaser and Purchaser Parent which shall not be unreasonably withheld or delayed. Notwithstanding the above, the parties agree and consent to the existence and terms and conditions of this Agreement being disclosed by Purchaser and Purchaser Parent in any news release or information circular relating to the Arrangement Agreement, and the filing of a copy thereof by Polaris at www.sedar.com.

5.4 Assignment; Enurement

The Purchaser and the Purchaser Parent may assign all or part of its rights under this Agreement to a direct or indirect wholly owned subsidiary of the Purchaser and the Purchaser Parent, but, if such assignment takes place, the Purchaser and the Purchaser Parent, shall continue to be liable jointly and severally with the assignee for any obligations hereunder. This Agreement shall not be otherwise assignable by any party hereto without the prior written consent of the other party hereto, which consent may not be unreasonably withheld, conditioned or delayed. The provisions of this Agreement will be binding upon and enure to the benefit of the parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns.

5.5 Time

Time shall be of the essence of this Agreement.

5.6 Currency

All sums of money referred to in this Agreement shall mean Canadian funds.

5.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without regard to conflict of laws principles).

5.8 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference, constitutes the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.9 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto.

5.10 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by telecopier or email, in the case of:

- (a) The Purchaser and the Purchaser Parent, addressed as follows:
Vulcan Materials Company
1200 Urban Center Drive
Birmingham, Alabama 35223
E-Mail: perkinsj@vmcmail.com
Attention: Jerry Perkins, General Counsel and Secretary

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Facsimile: 212-403-2000
E-Mail: IKirman@wlrk.com
Attention: Igor Kirman

- (b) the Securityholders at the addresses shown on the attached Schedule A

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
2900-550 Burrard Street
Vancouver, BC

V6C 0A3

Attention: Georald Ingborg
Facsimile: 604-632-3225
Email: gingborg@fasken.com

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.11 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

5.12 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement. Each of the parties hereby acknowledges that it fully understands this Agreement.

5.13 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

5.14 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.15 Counterparts

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of telecopier or other electronic transmission.

**SIGNED, SEALED AND
DELIVERED** in the presence of:)
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)
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)

“Marco Romero”
Name: Marco Romero)

“Scott Dryden”
Print Name: Scott Dryden)

**SIGNED, SEALED AND
DELIVERED** in the presence of:)
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)

“Julie M. Paul”
Name: Julie M. Paul)

“Terrence A. Lyons”
Print Name: Terrence A. Lyons)

**SIGNED, SEALED AND
DELIVERED** in the presence of:)
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)

“Peter Garber”
Name: Peter Garber)

“Herbert G.A. Wilson”
Print Name: Herbert G.A. Wilson)

**SIGNED, SEALED AND
DELIVERED** in the presence of:)
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)

“Gerard Glasby”
Name: Gerard Glasby)

“Eugene P. Martineau”
Print Name: Eugene P. Martineau)

**SIGNED, SEALED AND
DELIVERED** in the presence of:)
)
)
)
)
)

“Sean Fenton”
Name: Sean Fenton)

“Lenard Boggio”
Print Name: Lenard Boggio)

Executed as of the date first written above.

1131083 B.C. Ltd.

By: "Stanley G. Bass"
Name: Stanley G. Bass
Title: Chairman

Vulcan Materials Company

By: "Stanley G. Bass"
Name: Stanley G. Bass
Title: Chief Growth Officer

SCHEDULE A

Securityholder

Name of Securityholder	Address of Securityholder	Number of Shares, Options and DSUs
Terrence Lyons	[Redacted]	<ul style="list-style-type: none">• Common Shares: 50,000• Options: 372,000• DSUs: 65,000
Herbert Wilson	[Redacted]	<ul style="list-style-type: none">• Common Shares: 353,825• Options: 903,750• DSUs: 0
Eugene Martineau	[Redacted]	<ul style="list-style-type: none">• Common Shares: 20,000• Options: 300,000• DSUs: 65,000
Marco Romero	[Redacted]	<ul style="list-style-type: none">• Common Shares: 196,488• Options: 433,000• DSUs: 65,000
Lenard Boggio	[Redacted]	<ul style="list-style-type: none">• Common Shares: 10,000• Options: 200,000• DSUs: 65,000
Kenneth Palko	[Redacted]	<ul style="list-style-type: none">• Common Shares: 24,900• Options: 665,000• DSUs: 0
Darren McDonald	[Redacted]	<ul style="list-style-type: none">• Common Shares: 5,000• Options: 455,000• DSUs: 0
Scott Dryden	[Redacted]	<ul style="list-style-type: none">• Common Shares: 0• Options: 235,000• DSUs: 0
Nicholas Van Dyk	[Redacted]	<ul style="list-style-type: none">• Common Shares: 8,400• Options: 100,000• DSUs: 0