

Martin Marietta Materials, Inc.  
2710 Wycliff Road  
Raleigh, North Carolina 27607

May 3, 2010

Vulcan Materials Company  
1200 Urban Center Drive  
Birmingham, AL 35242  
Att: Robert A. Wason IV  
Senior Vice President, General Counsel

Dear Bob:

In connection with considering a possible business combination transaction ("Transaction") between Martin Marietta Materials, Inc. ("Yankees") and Vulcan Materials Company ("Mets") or one of their respective subsidiaries, Mets and Yankees may make available to one another from time to time (whether furnished or communicated orally, in writing, electronically, by inspection or otherwise) certain nonpublic information concerning a Transaction and each other's respective business, financial condition, operations, assets and liabilities. As a condition to entering into discussions relating to a Transaction, each party agrees to treat any nonpublic information furnished or communicated by the disclosing party, its directors, officers, employees, agents, advisors or other representative (collectively, "Representatives") to the other party or its Representatives and all analyses, compilations, forecasts, studies, reports, interpretations, financial statements, summaries, notes, data, records or other documents and materials prepared by the receiving party or its Representatives that contain, reflect, are based upon or are generated from any such nonpublic information (collectively, the "Evaluation Material") in accordance with the provisions of this letter agreement, and to take or abstain from taking certain other actions hereinafter set forth.

(1) Evaluation Material. The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of a breach of this letter agreement by the receiving party or its Representatives, (ii) was within the receiving party's possession prior to its being furnished to the receiving party or its Representatives by or on behalf of the disclosing party; provided that the source of such information was not known by the receiving party to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party or any other party with respect to such information, (iii) is or becomes available to the receiving party or its Representatives on a non-confidential basis from a source other than the disclosing party; provided that such source was not known by the receiving party to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party or any other party with respect to such information or (iv) is developed by the receiving party or its Representatives independently and without use of or reference to the Evaluation Material.

(2) Use of Evaluation Material. Each party agrees that it and its Representatives shall use the other party's Evaluation Material solely for the purpose of evaluating a Transaction,



and that the disclosing party's Evaluation Material will be kept confidential and each party and its Representatives will not disclose or use for purposes other than the evaluation of a Transaction any of the other party's Evaluation Material in any manner whatsoever; provided that any of the Evaluation Material may be disclosed to the receiving party's Representatives (but not to other parties) who need to know such information for the sole purpose of evaluating a Transaction involving the parties (it being understood that such Representatives shall be informed by the receiving party of the confidential nature of such information and that by receiving such information they are agreeing to be bound by this letter agreement to the extent stated to be applicable to Representatives). Each party agrees to be responsible for any breach of this letter agreement by any of its Representatives.

(3) Non-Disclosure of Discussions; Communications. Subject to paragraph (4), each party agrees that, without the prior written consent of the other party, it and its Representatives will not disclose to any other person, other than as legally required, the fact that any Evaluation Material has been made available hereunder, that discussions or negotiations have or are taking place concerning a Transaction or any of the terms, conditions or other facts with respect thereto (including the status thereof or that this letter agreement exists).

(4) Required Disclosure. In the event that a party or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the other party's Evaluation Material or any of the facts, the disclosure of which is prohibited under paragraph (3) of this letter agreement, the party requested or required to make the disclosure shall provide the other party with prompt notice of any such request or requirement so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by such other party, the party requested or required to make the disclosure or any of its Representatives should nonetheless, in the opinion of such party's or (in the case of disclosure requested or required of a Representative) such Representative's counsel, be legally required to make the disclosure, such party or its Representative may, without liability hereunder, disclose only that portion of the other party's Evaluation Material which such counsel advises is legally required to be disclosed; provided that the party requested or required to make the disclosure exercises its reasonable efforts to preserve the confidentiality of the other party's Evaluation Material, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other party's Evaluation Material.

(5) Termination of Discussions. At any time upon the request of either disclosing party for any reason, subject to the proviso in the following sentence, each receiving party will promptly destroy all Evaluation Material (and all copies thereof and extracts therefrom) furnished to the receiving party or its Representatives by or on behalf of the disclosing party, and such destruction shall be certified in writing to the disclosing party by an authorized officer supervising the destruction. In the event of such request, all written and electronic documents prepared by the receiving party or its Representatives based on or containing Evaluation Material shall be destroyed (and such destruction shall be certified in writing to the disclosing party by an authorized officer supervising the destruction) and no copy thereof shall be retained; provided, however, that (i) outside legal counsel for a receiving party may, subject to all other terms of this



letter agreement, retain in its files a copy of any Evaluation Material solely to satisfy legal requirements applicable to the receiving party or for use in the resolution of disputes between the receiving party and the disclosing party and (ii) the receiving party's Representatives may, subject to all other terms of this letter agreement, retain copies of the Evaluation Materials in accordance with policies and procedures implemented by such persons in order to comply with applicable law, regulation and/or professional standards. Notwithstanding that termination of any discussions or the return or destruction of the Evaluation Material, each party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder for a period of two (2) years from the date hereof.

(6) Securities Laws. The parties acknowledge that they are, and that their respective Representatives who are informed as to the matters that are the subject of this letter agreement will be made or are, (i) aware that applicable United States securities laws would prohibit any person who has material nonpublic information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities and (ii) familiar with the U.S. Securities and Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations promulgated thereunder, in each case, to the extent they relate to the matters referred to in this paragraph (6). The parties agree that they will not use or cause any third party to use any Evaluation Material in contravention of the United States securities laws, including the Exchange Act or any rules and regulations promulgated thereunder.

(7) Disclaimer. Each party agrees that unless and until a definitive agreement between the parties with respect to a Transaction has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this or any written or oral expression with respect to such a Transaction by it or its Representatives except for the matters specifically agreed to in this letter agreement. Neither the disclosing party nor its Representatives makes any representation or warranty as to the accuracy or completeness of the Evaluation Material provided to the receiving party or its Representatives, and nothing contained in any discussions between the parties or their Representatives or in the Evaluation Material shall be deemed to constitute a representation or warranty. Each party further agrees that neither party shall have any obligation to furnish Evaluation Material to the other party or to authorize or pursue with the other party the Transaction. Each party acknowledges and agrees that each party reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with the other party at any time subject to the provisions set forth herein.

(8) Miscellaneous. This letter agreement contains the entire agreement between Yankees and Mets concerning the confidentiality of Evaluation Material and this letter agreement may be modified or waived only by a separate writing between the parties hereto. This letter agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns; provided, however, that neither this letter agreement nor any of the rights, interests or obligations hereunder shall be assigned (other than by operation of law) by either of the parties hereto without the prior written consent of the other party. Any person who at any time after the date hereof becomes a Representative or affiliate of either party shall be deemed to be such party's Representative or affiliate, for the purposes of this letter



agreement, regardless of whether such person was such Representative or affiliate on the date hereof. For purposes of this letter agreement, the term "party" includes each party hereto and their respective successors, affiliates (if controlled directly or indirectly by such party) and subsidiaries, including, without limitation, any subsidiary that ceases to be a subsidiary after the date hereof, and each party hereto agrees that this letter agreement applies to such successors, controlled affiliates and subsidiaries to the same extent that it applies to Mets and Yankees. As used in this letter agreement, the term "person" will be interpreted broadly to include any corporation, company, limited liability company, governmental agency or body, entity, joint venture, self-regulatory agency, partnership, group or individual.

(9) Injunctive Relief. It is further understood and agreed that money damages would not be sufficient remedy for any breach of this letter agreement by either party or any of its Representatives and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this letter agreement, but shall be in addition to all other remedies available at law or equity.

(10) Governing Law; Venue. This letter agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the choice of law rules thereof. Each of the parties irrevocably agrees that any legal action or proceeding with respect to this letter agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this letter agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this letter agreement in any court other than the aforesaid courts. Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this letter agreement, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this paragraph (10), (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this letter agreement, or the subject matter hereof, may not be enforced in or by such courts. Each party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to paragraph (11) of this letter agreement.

(11) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (as of the time of delivery or, in the case of facsimile, of confirmation) if delivered personally, by facsimile (which is confirmed) or sent by overnight

courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to Mets, to:

Vulcan Materials Company  
1200 Urban Center Drive  
Birmingham, AL 35242  
Attention: General Counsel  
Facsimile: 205-298-2960  
Email: [wasonr@vmcmail.com](mailto:wasonr@vmcmail.com)

if to Yankees:


Martin Marietta Materials, Inc.  
2710 Wycliff Road  
Raleigh, NC 27607  
Attention: Senior Vice President, General Counsel and Corporate  
Secretary  
Facsimile: 919-783-4535  
Email: [roselyn.bar@martinmarietta.com](mailto:roselyn.bar@martinmarietta.com)

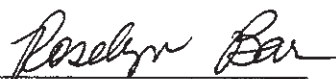
(12) Counterparts. This letter agreement may be executed in counterparts and signature pages may be exchanged by facsimile, and each counterpart shall be deemed to be an original, but both counterparts of which shall constitute the same agreement.

**AGREED AS OF THE DATE  
FIRST WRITTEN ABOVE:**

VULCAN MATERIALS COMPANY

MARTIN MARIETTA MATERIALS, INC.

By:   
Name: Robert A. Wason  
Title: Senior Vice President, General Counsel

By:   
Name: Roselyn R. Bar  
Title: Senior Vice President, General Counsel and  
Corporate Secretary

**COMMON INTEREST, JOINT DEFENSE &  
CONFIDENTIALITY AGREEMENT**

This COMMON INTEREST, JOINT DEFENSE AND CONFIDENTIALITY AGREEMENT ("Agreement") is hereby entered into by and among Vulcan Materials Company, Martin Marietta Materials, Inc., and each of their respective counsel ("Counsel"), in anticipation of any regulatory review, investigation, and potential litigation by one or more governmental agencies or private parties related to antitrust issues surrounding a potential transaction being discussed by Vulcan and Martin Marietta, or one or more of their divisions, subsidiaries, affiliates, or related companies, involving the combination or acquisition of all or certain of their assets or stock (the "Transaction").

WHEREAS, in furtherance of the foregoing, Vulcan and Martin Marietta (the "Parties") have undertaken, and will undertake, factual, legal and economic research, and believe it to be in their best common interest and the best interest of each of them to exchange information, pool their individual work product and, if litigation or the threat of litigation should arise or any government investigation should ensue, whether formal or informal, cooperate in a joint defense effort; and

WHEREAS, such joint efforts will necessarily involve the exchange of confidential business, financial, technical, and other information, as well as information that is protected by the attorney/client privilege and/or attorney work product protection; and

WHEREAS, the Parties recognize that joint efforts must be undertaken to permit maximum effective pursuit of the foregoing; and

WHEREAS, the Parties rely on the common interest and joint defense exceptions to the waiver of the attorney/client privilege and attorney work product protection;

NOW, THEREFORE, the Parties hereto agree as follows:

1. All factual information, documents, opinions, strategies or other materials exchanged or communicated by whatever means between or among the Parties or their Counsel pursuant to this Agreement (hereinafter referred to collectively as "Confidential Materials"), shall be deemed subject to the terms of this Agreement. In this regard, Counsel joint defense efforts may require confidential meetings with various officials and employees of the Parties, and it may be desirable for both Counsel and Consultants (as defined in Paragraph 2 below) to participate in such meetings. Information disclosed in the course of such meetings constitutes Confidential Materials, the disclosure of which is governed by the terms of this Agreement. However, nothing in the Agreement creates any obligation on the Parties hereto to disclose to each other or exchange any such materials or to continue as a Party to this Agreement. Furthermore, a Party may limit the disclosure of Confidential Materials in any manner it wishes so long as the Party disclosing the Confidential Materials (the "Disclosing Party") clearly indicates to the receiving Party and Counsel the limits on distribution it wants to impose.

2. The Parties and all other signatories to this Agreement ("Other Signatories") hereby agree that to the extent that Confidential Materials are disclosed or exchanged between them, such Confidential Materials will be kept confidential and disclosed only as specified by the Disclosing Party. Except as stated in this Agreement or unless required by law, each Party or



Counsel receiving such material may disclose Confidential Materials within the Party or to attorneys within Counsel's respective law firms, and employees or agents of such firms, including expert witnesses or consultants (together, "Consultants") retained by such firms, though only to the extent and in a manner that will preserve the attorney/client privilege and attorney work product protection. Further, the disclosures allowed by the preceding sentence shall be allowed only to individuals actively working on the Transaction, whose access to Confidential Materials is reasonably necessary to further the joint defense effort. Prior to the disclosure of Confidential Materials to any Consultants, Counsel for the Disclosing Party shall deliver a copy of this Agreement to such Consultant, shall explain its terms to such Consultant, and shall secure the signature of such Consultants on a letter agreeing to be bound by the provisions of this Agreement. After signing such letter, Consultants will have thereby become a signatory to this Agreement. Parties or Other Signatories will not disclose Confidential Material to any other person or entity, without first obtaining the consent of all Parties who may be entitled to claim any privilege or confidential status with respect to such materials, as well as the consent of their Counsel.

3. Any Party or its Counsel providing Confidential Material may designate such material as "Counsel Only." Confidential Information limited to Outside Counsel and Consultants only shall be marked "Outside Counsel Only." The term "Counsel" shall include any law firm that is or may become a signatory to this Agreement, as well as the in-house legal staff of the Parties. The term "Outside Counsel" shall include all Counsel except for the in-house legal staff of the Parties. Confidential Material provided on a "Counsel Only" or "Outside Counsel Only" basis may be disclosed to such persons, including expert witnesses retained by such firms, but not to any other person. Specifically, Counsel may not show Confidential Material that has been designated "Counsel Only" or "Outside Counsel Only" to the Parties (other than the in-house legal staff, for "Counsel Only" materials) without first obtaining the consent of the Disclosing Party. Nothing herein, however, prevents any Party or Other Signatories from utilizing or disclosing knowledge, information or materials that (a) is or becomes generally available to the public through no fault of the other Party, its Counsel, or any Consultants of the other Party or its Counsel, (b) is obtained or developed independently of an exchange or disclosure under this Agreement even if such knowledge, information or material has also been obtained under this Agreement, or (c) is or becomes available to a Party on a nonconfidential basis from a person other than the Disclosing Party; provided, however, that information received from a person other than the Disclosing Party shall remain subject to this Agreement, if the information is the subject of a confidentiality agreement between the Disclosing Party or its Counsel and the person from whom a Party received the information. It is further understood and agreed that the Parties and Other Signatories will not disclose any Confidential Materials received from another Party to any party or counsel who has not signed this Agreement. All Confidential Material that Counsel intends to be provided on a "Counsel Only" or "Outside Counsel Only" basis shall be clearly marked "Counsel Only" or "Outside Counsel Only." The Parties by counter-signature of this Agreement, expressly consent and agree that Confidential Information of the other party marked "Counsel Only" or "Outside Counsel Only" and exchanged pursuant to this agreement need not be communicated to them, notwithstanding, among other provisions, the applicable rules of professional conduct of the State of California, State of New York, the District of Columbia, or similar provisions under other state laws.

4. Confidential Materials will be used, consistent with the maintenance of the privileged and confidential status of those materials, solely for purposes of pursuing and completing the Transaction, including interviewing or preparing that Counsel's witnesses or prospective witnesses in connection with any investigation or lawsuit initiated by the government, and of any joint defense effort and related litigation, and shall not be used for any other purpose. With respect to any joint "white paper" or other joint work product created for the purpose of submission to any governmental entity, each Counsel may disclose to its client drafts of such document, provided that each Counsel shall redact from such drafts information from any Confidential Materials that the receiving individual is not otherwise entitled to review.

5. Each Party affirms that the Confidential Materials may include information that has been communicated by the Party to its Counsel in confidence for the purpose of securing legal advice and representation, or of attorney work product, and that such Confidential Materials are presumed to be subject to the attorney/client privilege and/or attorney work product protection, which privilege or protection may not be waived by any person without the prior written consent of the holder thereof. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege. Any inadvertent or purposeful disclosure of information exchanged pursuant to this Agreement shall not constitute a waiver of any such privilege or protection.

6. This Common Interest, Joint Defense and Confidentiality Agreement memorializes a prior oral agreement, and shall be deemed to apply to documents and information shared among the Parties prior to the execution of this document to the extent they were exchanged in furtherance of the Parties' common interest or joint defense in relation to the Transaction.

7. The Parties and the Other Signatories agree that at the conclusion of the joint defense effort related to the Transaction and any ensuing litigation (or any Party's participation in the same), or upon a Party's or Other Signatory's withdrawal from this Agreement, they shall within twenty (20) days destroy all Confidential Materials (including that maintained in any computer memory, storage media or similar form) and will not retain any copies, extracts or other reproductions in whole or in part of such tangible material provided by the other Party, unless such materials have become the property of the Party by virtue of the Transaction or, at the providing Party's option, shall return all Confidential Materials provided by the other party. This provision does not preclude a Party and Counsel from retaining copies of all business records or materials submitted to a regulatory agency or used in court, provided however, that any Confidential Materials so retained shall be subject to the requirements of this Agreement. At the request of the Providing Party, any such destruction shall be certified in writing to the Disclosing Party by an authorized persons supervising the same at both the other Party and its counsel. Even after the conclusion of the joint defense effort or a withdrawal of a Party from this Agreement, Confidential Materials will be treated as confidential consistent with this Agreement.

8. The existence of this Agreement and of the common interest or joint defense effort in connection with the Transaction shall not be used in any fashion against the signatories to this Agreement other than in connection with enforcing rights expressly provided in this Agreement. By way of example and not limitation, neither the existence of this Agreement nor the common interest and joint defense effort and sharing of information thereunder in connection with the Transaction shall (i) be used offensively or defensively in any litigation between or among



signatories to this Agreement (other than in connection with enforcing rights expressly provided by this Agreement) involving any issue relating to or deriving from the Transaction, or (ii) be a basis on which to seek to disqualify counsel for any of the Parties hereto in any proceeding whatsoever. Entering into or complying with the terms of this Agreement shall also not operate as an admission by any party hereto or its client that any particular documents, materials, or information contain or reflect (or do not contain or do not reflect) currently valuable trade secrets or proprietary or commercial information.

9. If any person or entity requests or demands access to Confidential Material, by subpoena or otherwise, the Counsel for the Party or Other Signatory receiving the demand or subpoena shall promptly notify the Counsel of the Party who supplied those materials and all other undersigned Counsel (and in any event, such notice shall be provided within three days of the Party receiving the request or demand becoming aware of the request or demand). The Parties, Counsel, and Other Signatories agree that, except as required by law, the Counsel who supplied the material shall have 10 days after receiving notice of the subpoena, to assert any rights or privileges against the request to obtain the material he or she supplied, and that each of them shall take all steps necessary and appropriate to assist in the assertion of all applicable rights and privileges with regard to said Confidential Material in the appropriate forum, and each Party shall bear its own legal costs, including attorneys fees, in asserting such rights and privileges. If the return date on the subpoena is less than ten days, the Counsel who supplied the material shall have as much time as reasonably practical to assert any applicable rights or privileges. In all cases, the Party or Other Signatory who receives the request or demand shall assert all available objections to the request or requirement, including objections based on the attorney/client and work product privileges, and such Party or Other Signatory shall use its reasonable best efforts to ensure that any Confidential Materials or other information that is disclosed as a result of any request or demand will be accorded confidential treatment.

10. In the event of a breach of this Agreement, the Parties hereto agree that the only remedies available for such breach are a separate civil action for equitable or injunctive relief, all of which are to be conducted under seal to the maximum extent permitted or available. The Parties specifically agree that they are not entitled to seek and hereby waive any right they may otherwise have to seek and obtain any damages of any nature, costs, expenses, and attorney's fees for any alleged breach of this Agreement.

11. This Agreement shall not be deemed nor construed to affect the separate and independent representation of each Party hereto by its respective Counsel, and notwithstanding anything to the contrary herein, this Agreement does not form an attorney-client relationship between either Party's Counsel and the other Party. The existence of this Agreement shall not in any way preclude Counsel from representing any present or future client in a manner that may be construed as adverse to the Party to this Agreement that it does not represent or its client(s). Each undersigned Counsel represents that it has specifically advised its respective client of this paragraph in this Agreement and each undersigned Party represents that it understands and agrees to abide by its terms.

12. Neither the existence of nor any provision contained in this Agreement shall affect or limit any other confidentiality agreements, or rights or obligations created thereunder, between the Parties in connection with the Transaction.

13. Any Party or Other Signatories may withdraw from this Agreement upon reasonable written notice to the remaining Party or Parties. The privileges and confidentiality obligations set forth herein shall survive any Party's or Other Signatories' withdrawal from the common interest and joint defense effort and/or termination of this Agreement, even if a conflict shall arise between the Parties hereafter.

14. Upon written consent of all Parties, other persons involved in the Transaction may be permitted to join this Agreement.

15. This Agreement is to be construed under, and governed by, the law of the State of Delaware (without reference to principles of choice-of-law), and may be modified only by means of a written agreement signed on behalf of the parties by their duly authorized representatives. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This Agreement is intended as the written embodiment of, and supersedes, all prior or contemporaneous understandings or agreements between the Parties or their undersigned Counsel with respect to the subject matter of this Agreement (other than the Confidentiality Agreements). The Parties and the Other Signatories understand and agree that if any provision contained in this Agreement or the application thereof shall be invalid, illegal, or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**DATED AS OF: May 18, 2010      MARTIN MARIETTA MATERIALS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED AS OF: May 18, 2010      VULCAN MATERIALS COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DATED AS OF: May 18, 2010      McDERMOTT WILL & EMERY LLP**

By: \_\_\_\_\_

Counsel for Martin Marietta Materials, Inc.



DATED AS OF: May 18, 2010      WACHTELL, LIPTON, ROSEN & KATZ

By: \_\_\_\_\_

Counsel for Vulcan Materials Company

13. Any Party or Other Signatories may withdraw from this Agreement upon reasonable written notice to the remaining Party or Parties. The privileges and confidentiality obligations set forth herein shall survive any Party's or Other Signatories' withdrawal from the common interest and joint defense effort and/or termination of this Agreement, even if a conflict shall arise between the Parties hereafter.

14. Upon written consent of all Parties, other persons involved in the Transaction may be permitted to join this Agreement.

15. This Agreement is to be construed under, and governed by, the law of the State of Delaware (without reference to principles of choice-of-law), and may be modified only by means of a written agreement signed on behalf of the parties by their duly authorized representatives. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This Agreement is intended as the written embodiment of, and supersedes, all prior or contemporaneous understandings or agreements between the Parties or their undersigned Counsel with respect to the subject matter of this Agreement (other than the Confidentiality Agreements). The Parties and the Other Signatories understand and agree that if any provision contained in this Agreement or the application thereof shall be invalid, illegal, or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

DATED AS OF: May 18, 2010 MARTIN MARIETTA MATERIALS, INC.

By: Roselyn Bar  
Title: SVP, General Counsel  
+ Corp. Secretary

DATED AS OF: May 18, 2010 VULCAN MATERIALS COMPANY

By: Oslo A. Wagoner, IV  
Title: SVP & General Counsel

DATED AS OF: May 18, 2010 McDERMOTT WILL & EMERY LLP

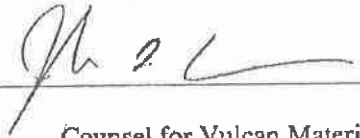
By: Randy [Signature]  
Counsel for Martin Marietta Materials, Inc.



DATED AS OF: May 18, 2010

WACHTELL, LIPTON, ROSEN & KATZ

By:

A handwritten signature in dark ink, appearing to read "J. D. Lanson", written over a horizontal line.

JOSEPH D LANSON

Counsel for Vulcan Materials Company