UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Quarterly Period Ended

June 30, 2024

Commission File Number 1-12984

EAGLE MATERIALS INC.

(Exact name of registrant as specified in its charter)

Delaware (State of Incorporation)

75-2520779 (I.R.S. Employer Identification No.)

5960 Berkshire Lane, Suite 900, Dallas, Texas 75225 (Address of principal executive offices)

(214) 432-2000 (Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (par value $.01 per share)	EXP	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.) Yes ☐ No ☒

As of July 26, 2024, the number of outstanding shares of common stock was:

Class	Outstanding Shares
Common Stock, $.01 Par Value	33,618,968

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PART II. OTHER INFORMATION

EAGLE MATERIALS INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF EARNINGS (unaudited)

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands, except share and per share data)	
Revenue	$ 608,689	$ 601,521
Cost of Goods Sold	421,821	425,526
Gross Profit	186,868	175,995
Equity in Earnings of Unconsolidated Joint Venture	7,716	3,159
Corporate General and Administrative Expense	(15,649)	(11,679)
Other Non-Operating Income (Expense)	2,683	213
Interest Expense, net	(10,684)	(12,239)
Earnings before Income Taxes	170,934	155,449
Income Taxes	(37,092)	(34,600)
Net Earnings	**$ 133,842**	**$ 120,849**
EARNINGS PER SHARE		
Basic	$ 3.97	$ 3.43
Diluted	3.94	3.40
AVERAGE SHARES OUTSTANDING		
Basic	33,734,280	35,274,753
Diluted	33,993,023	35,532,284
CASH DIVIDENDS PER SHARE	**$ 0.25**	**$ 0.25**

See Notes to Unaudited Consolidated Financial Statements.

EAGLE MATERIALS INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS (unaudited)

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Net Earnings	$ 133,842	$ 120,849
Net Actuarial Change in Defined Benefit Plans		
Amortization of Net Actuarial Loss	60	63
Tax Expense	(15)	(15)
Comprehensive Earnings	**$ 133,887**	**$ 120,897**

See Notes to Unaudited Consolidated Financial Statements.

EAGLE MATERIALS INC. AND SUBSIDIARIES CONSOLIDATED BALANCE SHEETS (unaudited)

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
ASSETS		
Current Assets		
Cash and Cash Equivalents	$ 46,540	$ 34,925
Accounts and Notes Receivable, net	278,428	202,985
Inventories	371,619	373,923
Income Tax Receivable	2,605	9,910
Prepaid and Other Assets	13,797	5,950
Total Current Assets	712,989	627,693
Property, Plant, and Equipment, net	1,676,041	1,676,217
Investment in Joint Venture	121,409	113,478
Operating Lease Right-of-Use Assets	17,970	19,373
Goodwill and Intangible Assets, net	484,298	486,117
Other Assets	30,160	24,141
Total Assets	**$ 3,042,867**	**$ 2,947,019**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts Payable	$ 148,231	$ 127,183
Accrued Liabilities	89,537	94,327
Operating Lease Liabilities	7,008	7,899
Income Tax Payable	35,774	—
Current Portion of Long-term Debt	10,000	10,000
Total Current Liabilities	290,550	239,409
Long-term Debt	1,091,116	1,083,299
Noncurrent Operating Lease Liabilities	17,902	19,037
Other Long-term Liabilities	49,916	51,942
Deferred Income Taxes	242,585	244,797
Total Liabilities	1,692,069	1,638,484
Stockholders' Equity		
Preferred Stock, Par Value $0.01; Authorized 5,000,000 Shares; None Issued	—	—
Common Stock, Par Value $0.01; Authorized 100,000,000 Shares; Issued and Outstanding 33,761,968 and 34,143,945 Shares, respectively	338	341
Capital in Excess of Par Value	—	—
Accumulated Other Comprehensive Losses	(3,328)	(3,373)
Retained Earnings	1,353,788	1,311,567
Total Stockholders' Equity	1,350,798	1,308,535
	$ 3,042,867	**$ 2,947,019**

See Notes to Unaudited Consolidated Financial Statements.

EAGLE MATERIALS INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Earnings	$ 133,842	$ 120,849
Adjustments to Reconcile Net Earnings to Net Cash Provided by Operating Activities, Net of Effect of Noncash Activity		
Depreciation, Depletion, and Amortization	38,350	36,682
Deferred Income Tax Provision	(2,212)	2,312
Stock Compensation Expense	4,539	6,457
Equity in Earnings of Unconsolidated Joint Venture	(7,716)	(3,159)
Distributions from Joint Venture	—	2,500
Changes in Operating Assets and Liabilities		
Accounts and Notes Receivable	(75,443)	(46,213)
Inventories	2,304	4,166
Accounts Payable and Accrued Liabilities	15,503	(5,100)
Other Assets	(16,724)	(9,577)
Income Taxes Payable (Receivable)	40,193	31,570
Net Cash Provided by Operating Activities	132,636	140,487
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to Property, Plant, and Equipment	(33,128)	(35,999)
Acquisition Spending	—	(55,053)
Net Cash Used in Investing Activities	(33,128)	(91,052)
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in Credit Facility	10,000	65,000
Repayment of Term Loan	(2,500)	(2,500)
Dividends Paid to Stockholders	(8,538)	(8,995)
Purchase and Retirement of Common Stock	(85,490)	(74,058)
Proceeds from Stock Option Exercises	56	10,385
Shares Redeemed to Settle Employee Taxes on Stock Compensation	(1,421)	(1,360)
Net Cash Used in Financing Activities	(87,893)	(11,528)
NET INCREASE IN CASH AND CASH EQUIVALENTS	11,615	37,907
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	34,925	15,242
CASH AND CASH EQUIVALENTS AT END OF PERIOD	**$ 46,540**	**$ 53,149**

See Notes to Unaudited Consolidated Financial Statements.

EAGLE MATERIALS INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (unaudited)

	Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Losses	Total
			(dollars in thousands)		
Balance at March 31, 2023	$ 358	$ —	$ 1,188,883	$ (3,547)	$ 1,185,694
Net Earnings	—	—	120,849	—	120,849
Stock Compensation Expense	—	6,457	—	—	6,457
Stock Option Exercises and Restricted Share Issuances	2	10,383	—	—	10,385
Shares Redeemed to Settle Employee Taxes	(1)	(1,359)	—	—	(1,360)
Purchase and Retirement of Common Stock	(5)	(15,481)	(59,313)	—	(74,799)
Dividends to Shareholders	—	—	(8,863)	—	(8,863)
Unfunded Pension Liability, net of tax	—	—	—	48	48
Balance at June 30, 2023	**$ 354**	**$ —**	**$ 1,241,556**	**$ (3,499)**	**$ 1,238,411**

	Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Losses	Total
			(dollars in thousands)		
Balance at March 31, 2024	$ 341	$ —	$ 1,311,567	$ (3,373)	$ 1,308,535
Net Earnings	—	—	133,842	—	133,842
Stock Compensation Expense	—	4,539	—	—	4,539
Stock Option Exercises and Restricted Share Issuances	—	56	—	—	56
Shares Redeemed to Settle Employee Taxes	—	(1,421)	—	—	(1,421)
Purchase and Retirement of Common Stock	(3)	(3,174)	(83,168)	—	(86,345)
Dividends to Shareholders	—	—	(8,453)	—	(8,453)
Unfunded Pension Liability, net of tax	—	—	—	45	45
Balance at June 30, 2024	**$ 338**	**$ —**	**$ 1,353,788**	**$ (3,328)**	**$ 1,350,798**

See Notes to Unaudited Consolidated Financial Statements.

(A) BASIS OF PRESENTATION

The accompanying Unaudited Consolidated Financial Statements as of and for the three-month period ended June 30, 2024, include the accounts of Eagle Materials Inc. and its majority-owned subsidiaries (collectively, the Company, us, or we) and have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. These Unaudited Consolidated Financial Statements should be read in conjunction with the Audited Consolidated Financial Statements and the notes thereto included in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on May 22, 2024.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although we believe that the disclosures are adequate to make the information presented not misleading. In our opinion, all adjustments (consisting solely of normal recurring adjustments) necessary to present fairly the information in the following Unaudited Consolidated Financial Statements of the Company have been included. The results of operations for interim periods are not necessarily indicative of the results for the full year.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Recent Accounting Pronouncements

PENDING ADOPTION

In November 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures (ASU 2023-07), which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 will become effective for public companies during annual reporting periods beginning after December 15, 2023, and interim reporting periods beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of adopting this guidance on its Consolidated Financial Statements.

In December 2023, the FASB issued Accounting Standards Update No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures (ASU 2023-09), which focuses on the rate reconciliation and income taxes paid. ASU 2023-09 requires public entities to disclose, on an annual basis, a tabular rate reconciliation using both percentages and currency amounts organized by specified categories with certain reconciling items broken out by nature and jurisdiction to the extent those items exceed a specified threshold. Additionally, all entities are required to disclose income taxes paid, net of refunds received, disaggregated by federal, state, and local, and by individual jurisdiction if the amount is at least 5% of the total income tax payments, net of refunds received. ASU 2023-09 is effective prospectively for annual periods beginning after December 15, 2024. Early adoption and retrospective application are permitted. ASU 2023-09 will not have any impact on the Company's results of operations, cash flows, and financial condition.

(B) SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental cash flow information is as follows:

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Cash Payments		
Interest	$ 3,678	$ 14,993
Income Taxes	780	636
Operating Cash Flows Used for Operating Leases	2,287	2,391
Noncash Financing Activities		
Excise Tax on Share Repurchases	$ 855	$ 741
Right-of-Use Assets Obtained for Capitalized Operating Leases	719	4,166

(C) REVENUE

We earn Revenue primarily from the sale of products, which include cement, concrete, aggregates, gypsum wallboard, and recycled paperboard. The vast majority of Revenue from the sale of concrete, aggregates, and gypsum wallboard is originated by purchase orders from our customers, who are mostly third-party contractors and suppliers. Revenue from the sale of cement is recognized at the point-of-sale to customers under sales orders. Revenue from our Recycled Paperboard segment is generated mainly through long-term supply agreements. These agreements do not have a stated maturity date, but may be terminated by either party with a two to three-year notice period. We invoice customers upon shipment, and our collection terms range from 30 to 75 days. Revenue from the sale of cement, concrete, aggregates, and gypsum wallboard not related to long-term supply agreements is recognized upon shipment of the related products to customers, which is when title and ownership are transferred, and the customer is obligated to pay.

Revenue from sales under our long-term supply agreements is also recognized upon transfer of control to the customer, which generally occurs at the time the product is shipped from the production facility or terminal location. Our long-term supply agreements with customers define, among other commitments, the volume of product we must provide and the volume that the customer must purchase by the end of the defined periods. Pricing structures under our agreements are generally market-based, but are subject to certain contractual adjustments. Shortfall amounts, if applicable under these arrangements, are constrained and not recognized as Revenue until an agreement is reached with the customer and, therefore, are not subject to the risk of reversal.

The Company offers certain of its customers, including those with long-term supply agreements, rebates and incentives, which we treat as variable consideration. We adjust the amount of Revenue recognized for the variable consideration using the most likely amount method based on past history and projected volumes in the rebate and incentive period. Any amounts billed to customers for taxes are excluded from Revenue.

The Company has elected to treat freight and delivery charges we pay for the delivery of goods to our customers as a fulfillment activity rather than a separate performance obligation. When we arrange for a third party to deliver products to customers, fees for shipping and handling billed to the customer are recorded as Revenue, while costs we incur for shipping and handling are recorded as expenses and included in Cost of Goods Sold.

Other Non-Operating Income includes lease and rental income, asset sale income, non-inventoried aggregates sales income, distribution center income, and trucking income, as well as other miscellaneous revenue items and costs that have not been allocated to a business segment.

See Footnote (M) to the Unaudited Consolidated Financial Statements for disaggregation of revenue by segment.

(D) ACCOUNTS AND NOTES RECEIVABLE

Accounts Receivable are shown net of the allowance for doubtful accounts totaling $6.7 million and $6.7 million at June 30, 2024, and March 31, 2024, respectively. We perform ongoing credit evaluations of our customers' financial condition and generally require no collateral from our customers. The allowance for non-collection of receivables is based on analysis of economic trends in the construction industry, detailed analysis of the expected collectability of past due accounts receivable, and the expected collectability of overall receivables. We have no significant credit risk concentration among our diversified customer base.

(E) INVENTORIES

Inventories are stated at the lower of average cost (including applicable material, labor, depreciation, and plant overhead) or net realizable value. Raw Materials and Materials-in-Progress include clinker, which is an intermediary product before it is ground into cement powder. Quantities of Raw Materials and Materials-in-Progress, Aggregates, and Coal inventories, are based on measured volumes, subject to estimation based on the size and location of the inventory piles, and are converted to tonnage using standard inventory density factors. Inventories consist of the following:

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
Raw Materials and Materials-in-Progress	$ 126,351	$ 122,772
Finished Cement	69,507	71,396
Aggregates	13,983	12,149
Gypsum Wallboard	6,914	5,242
Recycled Paperboard	10,007	14,278
Repair Parts and Supplies	122,247	127,511
Fuel and Coal	22,610	20,575
	$ 371,619	**$ 373,923**

(F) ACCRUED EXPENSES

Accrued Expenses consist of the following:

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
Payroll and Incentive Compensation	$ 18,768	$ 34,274
Benefits	17,514	17,507
Dividends	8,644	6,374
Interest	13,379	8,729
Property Taxes	8,453	5,921
Power and Fuel	2,679	2,993
Freight	5,144	2,893
Excise Tax	5,025	4,170
Legal and Professional	2,904	2,602
Sales and Use Taxes	1,905	1,372
Other	5,122	7,492
	$ 89,537	**$ 94,327**

(G) LEASES

We lease certain real estate, buildings, and equipment, including railcars and barges. Certain of these leases contain escalations of rent over the term of the lease, as well as options for us to extend the term of the lease at the end of the original term. These extensions range from periods of one year to 20 years. Our lease agreements do not contain material residual value guarantees or material restrictive covenants. In calculating the present value of future minimum lease payments, we use the rate implicit in the lease if it can be determined. Otherwise,

we use our incremental borrowing rate in effect at the commencement of the lease to determine the present value of the future minimum lease payments. Additionally, we lease certain equipment under short-term leases with initial terms of less than 12 months, which are not recorded on the balance sheet.

Lease expense for our operating and short-term leases is as follows:

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Operating Lease Cost	$ 2,047	$ 2,274
Short-term Lease Cost	341	223
Total Lease Cost	**$ 2,388**	**$ 2,497**

The Right-of-Use Assets and Lease Liabilities are reflected on our Balance Sheet as follows:

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
Operating Leases		
Operating Lease Right-of-Use Assets	$ 17,970	$ 19,373
Current Operating Lease Liabilities	$ 7,008	$ 7,899
Noncurrent Operating Lease Liabilities	17,902	19,037
Total Operating Lease Liabilities	**$ 24,910**	**$ 26,936**

Future payments for operating leases are as follows (dollars in thousands):

Fiscal Year	Amount
2025 (remaining nine months)	$ 6,355
2026	4,784
2027	3,618
2028	2,752
2029	2,675
Thereafter	11,016
Total Lease Payments	$ 31,200
Less: Imputed Interest	(6,290)
Present Value of Lease Liabilities	**$ 24,910**
Weighted-Average Remaining Lease Term (in years)	**9.8**
Weighted-Average Discount Rate	**4.21%**

(H) SHARE-BASED EMPLOYEE COMPENSATION

On August 3, 2023, our stockholders approved the Eagle Materials Inc. 2023 Equity Incentive Plan (the 2023 Plan), which reserves 1,425,000 shares for future grants of stock awards. Under the terms of the 2023 Plan, we can issue equity awards, including stock options, restricted stock units, restricted stock, and stock appreciation rights to employees of the Company, members of the Board of Directors and consultants, independent contractors, and agents of the Company. The Compensation Committee of our Board of Directors (Compensation Committee) specifies grant terms for awards under the Plan.

Fiscal 2025 Equity Awards

In May 2024, the Compensation Committee awarded to certain officers and key employees an aggregate of 29,391 performance stock units and 1,963 performance stock options, which represents achievement of the target level of performance (collectively, the Performance Stock Awards). For the Performance Stock Awards to be earned, the Company must achieve performance vesting criteria as modified based on the Company's average absolute total stockholder return during the performance period. The performance vesting criteria are based upon

certain levels of average annual return on equity (as defined in the Performance Stock Award Agreements) ranging from 10.0% to 20.0% measured at the end of fiscal 2027 (three-year performance period) as modified by total stockholder return. Performance outcomes (taking into account both criteria) will result in a threshold vesting percentage of 50% of target and maximum performance will result in a vesting percentage of 200% of target. If the threshold vesting percentage is not achieved none of the Performance Stock Awards will be earned.

Our Performance Stock Awards are evaluated on a quarterly basis with adjustments to compensation expense based on the likelihood of the performance targets being achieved or exceeded. The maximum expense for our outstanding Performance Stock Awards is approximately $11.7 million. Any forfeitures are recognized as a reduction to expense in the period in which they occur.

The fair value of the above Performance Stock Awards was determined using a Monte Carlo simulation. The following are key inputs in the Monte Carlo analysis for the Fiscal 2025 Employee Performance Stock Awards.

Measurement Period (in years)		2.85
Risk-Free Interest Rate		4.7 %
Dividend Yield		0.4 %
Volatility		31.4 %
Estimated Fair Value of Market-Based PSAs at Grant Date	$	238.27

In addition to the Performance Stock Awards discussed above, the Compensation Committee approved the granting to certain officers and key employees an aggregate of 1,963 time-vesting stock options which vest ratably over three years (the Fiscal 2025 Employee Time-Vesting Stock Option Grant) and 30,272 shares of time-vesting restricted stock units, which vest ratably over three years (the Fiscal 2025 Employee Restricted Stock Unit Time-Vesting Award). The Fiscal 2025 Employee Restricted Stock Unit Time-Vesting Award was valued at the closing price of the stock on the grant date and is being expensed over a three-year period. The Fiscal 2025 Employee Time-Vesting Stock Option Grant was valued at their grant date using the Black-Scholes option pricing model, which used similar input as the Monte Carlo analysis shown above.

In addition to the stock options described above, we may issue equity awards, including stock options, restricted stock, and restricted stock units, to certain employees from time to time. Any options issued are valued using the Black-Scholes options pricing model on the grant date and expensed over the vesting period, while restricted stock and restricted stock units are valued using the closing price on the date of grant and expensed over the vesting period.

Long-Term Compensation Plans

STOCK OPTIONS

Stock option expense for all outstanding stock option awards totaled approximately $0.3 million and $0.5 million for the three months ended June 30, 2024 and 2023, respectively. At June 30, 2024, there was approximately $1.9 million of unrecognized compensation cost related to outstanding stock options, which is expected to be recognized over a weighted-average period of 1.6 years.

The following table represents stock option activity for the three months ended June 30, 2024:

	Number of Shares	Weighted-Average Exercise Price
Outstanding Options at March 31, 2024	252,364	$ 91.28
Granted	3,926	$ 238.27
Exercised	(424)	$ 132.70
Cancelled	—	$ —
Outstanding Options at June 30, 2024	**255,866**	$ 93.23
Options Exercisable at June 30, 2024	**217,398**	
Weighted-Average Fair Value of Options Granted During the Year	$ 101.99	

The following table summarizes information about stock options outstanding at June 30, 2024:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number of Shares Outstanding	Weighted-Average Remaining Contractual Life (in years)	Weighted-Average Exercise Price	Number of Shares Outstanding	Weighted-Average Exercise Price
$59.32 - $81.28	107,490	5.39	$ 62.50	107,490	$ 62.50
$87.37 - $106.24	75,608	4.02	$ 94.15	73,750	$ 94.07
$118.27 - $139.25	59,839	7.78	$ 127.52	31,500	$ 128.30
$143.09 - $238.27	12,929	8.74	$ 184.69	4,658	$ 149.25
	255,866	**5.72**	**$ 93.23**	**217,398**	**$ 84.60**

At June 30, 2024, the aggregate intrinsic value for the outstanding and exercisable options was approximately $31.9 million and $28.9 million, respectively. The total intrinsic value of options exercised during the three months ended June 30, 2024, was approximately $0.1 million.

RESTRICTED STOCK UNITS AND RESTRICTED STOCK

The following table summarizes the activity for restricted stock units and nonvested restricted stock during the three months ended June 30, 2024:

	Number of Shares	Weighted-Average Grant Date Fair Value
Restricted Stock Units and Nonvested Restricted Stock at March 31, 2024	204,946	$ 121.12
Granted	59,663	$ 238.10
Vested	(14,923)	$ 178.58
Forfeited	—	$ —
Restricted Stock Units and Nonvested Restricted Stock at June 30, 2024	**249,686**	**$ 150.61**

Expense related to restricted stock units and restricted stock was approximately $4.3 million and $6.0 million for the three months ended June 30, 2024, and 2023, respectively. At June 30, 2024, there was approximately $30.9 million of unearned compensation from restricted stock units and nonvested restricted shares, which will be recognized over a weighted-average period of 1.9 years.

The number of shares available for future grants of stock options, restricted stock units, stock appreciation rights, and restricted stock under the Plan was 1,351,520 at June 30, 2024.

(I) COMPUTATION OF EARNINGS PER SHARE

The calculation of basic and diluted common shares outstanding is as follows:

	For the Three Months Ended June 30,	
	2024	2023
Weighted-Average Shares of Common Stock Outstanding	33,734,280	35,274,753
Effect of Dilutive Shares		
Assumed Exercise of Outstanding Dilutive Options	250,430	320,261
Less Shares Repurchased from Proceeds of Assumed Exercised Options	(98,558)	(173,894)
Restricted Stock and Restricted Stock Units	106,871	111,164
Weighted-Average Common Stock and Dilutive Securities Outstanding	**33,993,023**	**35,532,284**
Shares Excluded Due to Anti-Dilution Effects, Including Contingent Awards	56,641	58,288

(J) PENSION AND EMPLOYEE BENEFIT PLANS

We sponsor several single-employer defined benefit plans and defined contribution plans, which together cover substantially all our employees. Benefits paid under the single-employer defined benefit plans covering certain hourly employees were historically based on years of service and the employee's qualifying compensation over the last few years of employment. These plans have been frozen to new participants and new benefits over the last several years, with the last plan frozen during fiscal 2020. Our defined benefit plans are all fully funded, with plan assets exceeding the benefit obligation at March 31, 2024. Due to the frozen status and current funding of the single-employer pension plans, our expected pension expense for fiscal 2025 is less than $0.2 million.

(K) INCOME TAXES

Income Taxes for the interim periods presented have been included in the accompanying financial statements on the basis of an estimated annual effective tax rate. In addition to the amount of tax resulting from applying the estimated annual effective tax rate to pre-tax income, we will include, when appropriate, certain items treated as discrete events to arrive at an estimated overall tax amount. The effective tax rate for the three months ended June 30, 2024, was approximately 22%, which is consistent with the tax rate for the three months ended June 30, 2023. The effective tax rate was higher than the U.S. Statutory rate of 21% mainly due to state income taxes, partially offset by a benefit recognized related to percentage depletion.

(L) LONG-TERM DEBT

Long-term Debt at June 30, 2024 was as follows:

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
Revolving Credit Facility	$ 180,000	$ 170,000
2.500% Senior Unsecured Notes Due 2031	750,000	750,000
Term Loan	180,000	182,500
Total Debt	1,110,000	1,102,500
Less: Current Portion of Long-term Debt	(10,000)	(10,000)
Less: Unamortized Discounts and Debt Issuance Costs	(8,884)	(9,201)
Long-term Debt	**$ 1,091,116**	**$ 1,083,299**

Revolving Credit Facility

We have an unsecured $750.0 million revolving credit facility (the Revolving Credit Facility). The Revolving Credit Facility includes a separate $200.0 million term loan facility (the Term Loan) and also provides the Company the option to increase the borrowing capacity by up to $375.0 million (for a total borrowing capacity of $1,125 million), provided the existing lenders, or new lenders, agree to such increase. The Revolving Credit Facility includes a $40.0 million letter of credit facility and a swingline loan sub-facility of $25.0 million, and expires on May 5, 2027.

The Revolving Credit Facility contains customary covenants for an unsecured investment-grade facility, including covenants that restrict the Company's and/or its subsidiaries' ability to incur additional debt; encumber assets; merge with or transfer or sell assets to other persons; and enter into certain affiliate transactions. The Revolving Credit Facility also requires the Company to maintain at the end of each fiscal quarter a Leverage Ratio of 3.50:1.00 or less and an Interest Coverage Ratio (both ratios, as defined in the Revolving Credit Facility) equal to or greater than 2.50 to 1.00 (collectively, the Financial Covenants).

At the Company's option, outstanding loans under the Revolving Credit Facility bear interest, at a variable rate equal to either (i) the adjusted term SOFR rate (secured overnight financing rate), plus 10 basis points, plus an agreed spread (ranging from 100 to 162.5 basis points, which is established based on the Company's credit rating); (ii) in respect of any Revolving Loans (until such time as the then-existing Benchmark (as defined in the Revolving Credit Facility) is replaced in accordance with the Revolving Credit Facility), the adjusted daily simple SOFR rate, plus 10 basis points, plus an agreed spread (ranging from 100 to 162.5 basis points, which is established based on the Company's credit rating) or (iii) an Alternate Base Rate (as defined in the Revolving Credit Facility), which is the highest of (a) the Prime Rate (as defined in the Revolving Credit Facility) in effect on any applicable day, (b) the NYFRB Rate (as defined in the Revolving Credit Facility) in effect on any applicable day, plus ½ of 1%, and (c) the Adjusted Term SOFR (as defined in the Revolving Credit Facility) for a one-month interest period on any applicable day, or if such day is not a business day, the immediately preceding business day, plus 1.0%, in each case plus an agreed upon spread (ranging from 0 to 62.5 basis points), which is established quarterly based on the Company's credit rating. The Company is also required to pay a facility fee on unused available borrowings under the Revolving Credit Facility ranging from 9 to 22.5 basis points, which is established based on the Company's then credit rating.

The Company pays each lender a participation fee with respect to such lender's participations in letters of credit, which fee accrues at the same Applicable Rate (as defined in the Revolving Credit Facility) used to determine the interest rate applicable to Eurodollar Revolving Loans (as defined in the Revolving Credit Facility), plus a fronting fee for each letter of credit issued by the issuing bank in an amount equal to 12.5 basis points per annum on the daily maximum amount then available to be drawn under such letter of credit. The Company also pays each issuing bank such bank's standard fees with respect to issuance, amendment or extensions of letters of credit and other processing fees, and other standard costs and charges relating to such issuing bank's letters of credit from time to time.

There was $180.0 million of outstanding borrowings under the Revolving Credit Facility, plus $10.0 million outstanding letters of credit as of June 30, 2024, leaving us with $560.0 million of available borrowings under the Revolving Credit Facility, net of the outstanding letters of credit. We were in compliance with all Financial Covenants on June 30, 2024; therefore, the entire $560.0 million is available for future borrowings.

Term Loan

On May 5, 2022, we borrowed the $200.0 million Term Loan under the Revolving Credit Facility, and used these proceeds to, among other things, pay down a portion of the Revolving Credit Facility. The Term Loan requires quarterly principal payments of $2.5 million, with any unpaid amounts due upon maturity on May 5, 2027. At the Company's option, principal amounts outstanding under the Term Loan bear interest as set forth in the Revolving Credit Facility (but not, for the avoidance of doubt, at a daily simple SOFR rate unless and until such time as the then-existing Benchmark (as defined in the Revolving Credit Facility) is replaced in accordance with the Revolving Credit Facility).

2.500% Senior Unsecured Notes Due 2031

On July 1, 2021, we issued $750.0 million aggregate principal amount of 2.500% senior notes due July 2031 (the 2.500% Senior Unsecured Notes). The 2.500% Senior Unsecured Notes are senior unsecured obligations of the Company and are not guaranteed by any of our subsidiaries. The 2.500% Senior Unsecured Notes were issued net of original issue discount of $6.3 million and have an effective interest rate of approximately 2.6%. The original

issue discount is being amortized by the effective interest method over the 10-year term of the notes. The 2.500% Senior Unsecured Notes are redeemable prior to April 1, 2031, at a redemption price equal to 100% of the aggregate principal amount of the 2.500% Senior Unsecured Notes being redeemed, plus the present value of remaining scheduled payments of principal and interest from the applicable redemption date to April 1, 2031, discounted to the redemption date on a semi-annual basis at the Treasury rate plus 20 basis points. The 2.500% Senior Unsecured Notes are redeemable on or after April 1, 2031, at a redemption price equal to 100% of the aggregate principal amount of the 2.500% Senior Unsecured Notes being redeemed, plus accrued and unpaid interest to, but excluding, the applicable redemption date. If we experience certain change of control triggering events, we would be required to offer to repurchase the 2.500% Senior Unsecured Notes at a purchase price equal to 101% of the aggregate principal amount of the 2.500% Senior Unsecured Notes being repurchased, plus accrued and unpaid interest to, but excluding, the applicable redemption date. The indenture governing the 2.500% Senior Unsecured Notes contains certain covenants that limit our ability to create or permit to exist certain liens; enter into sale and leaseback transactions; and consolidate, merge, or transfer all or substantially all of our assets, and provides for certain events of default that, if any occurred, would permit or require the principal of and accrued interest on the 2.500% Senior Unsecured Notes to become or be declared due and payable.

(M) SEGMENT INFORMATION

Operating segments are defined as components of an enterprise engaged in business activities that earn revenue, incur expenses, and prepare separate financial information that is evaluated regularly by our chief operating decision maker in order to allocate resources and assess performance.

Our business is organized into two sectors within which there are four reportable business segments. The Heavy Materials sector includes the Cement and Concrete and Aggregates segments. The Light Materials sector includes the Gypsum Wallboard and Recycled Paperboard segments.

Our primary products are commodities that are essential in commercial and residential construction; public construction projects to build, expand, and repair roads and buildings; and all repair and remodel activities. Demand for our products is generally cyclical and seasonal, depending on economic and geographic conditions. We distribute our products across many United States markets, which provides us with regional economic diversification. Our operations are conducted in the U.S. and include the mining of limestone for the manufacture, production, distribution, and sale of portland cement (a basic construction material that is the essential binding ingredient in concrete); the grinding and sale of slag; the mining of gypsum for the manufacture and sale of gypsum wallboard; the manufacture and sale of recycled paperboard to the gypsum wallboard industry and other paperboard converters; the sale of readymix concrete; and the mining and sale of aggregates (crushed stone, sand, and gravel).

We operate eight modern cement plants (one of which is operated through a joint venture located in Buda, Texas), one slag grinding facility, and over 30 cement distribution terminals. Our cement companies focus on the U.S. heartland and operate as an integrated network selling product primarily in California, Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Missouri, Nebraska, Nevada, Ohio, Oklahoma, Tennessee, and Texas. We operate 25 readymix concrete batch plants and five aggregates processing plants in markets that are complementary to our cement network.

We operate five gypsum wallboard plants and a recycled paperboard mill. We distribute gypsum wallboard and recycled paperboard throughout the continental U.S., with the exception of the Northeast.

We account for intersegment sales at market prices. For segment reporting purposes only, we proportionately consolidate our 50% share of the Joint Venture Revenue and Operating Earnings, consistent with the way management reports the segments within the Company for making operating decisions and assessing performance.

The following table sets forth certain financial information relating to our operations by segment. We do not allocate interest or taxes at the segment level; these costs are disclosed at the consolidated company level.

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Revenue		
Cement	$ 339,162	$ 329,032
Concrete and Aggregates	64,815	70,453
Gypsum Wallboard	217,826	219,097
Recycled Paperboard	54,240	45,328
	676,043	663,910
Less: Intersegment Revenue	(38,044)	(35,266)
Less: Joint Venture Revenue	(29,310)	(27,123)
	$ 608,689	**$ 601,521**

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Intersegment Revenue		
Cement	$ 10,280	$ 10,137
Concrete and Aggregates	3,777	3,038
Recycled Paperboard	23,987	22,091
	$ 38,044	**$ 35,266**
Cement Sales Volume (M tons)		
Wholly Owned	1,767	1,848
Joint Venture	180	165
	1,947	**2,013**

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Operating Earnings		
Cement	$ 89,125	$ 74,061
Concrete and Aggregates	2,980	7,034
Gypsum Wallboard	93,976	90,857
Recycled Paperboard	8,503	7,202
Sub-Total	194,584	179,154
Corporate General and Administrative Expense	(15,649)	(11,679)
Other Non-Operating Income (Loss)	2,683	213
Earnings Before Interest and Income Taxes	181,618	167,688
Interest Expense, net	(10,684)	(12,239)
Earnings Before Income Taxes	**$ 170,934**	**$ 155,449**
Cement Operating Earnings		
Wholly Owned	$ 81,409	$ 70,902
Joint Venture	7,716	3,159
	$ 89,125	**$ 74,061**
Capital Expenditures		
Cement	$ 18,794	$ 18,368
Concrete and Aggregates	6,589	3,220
Gypsum Wallboard	3,280	11,028
Recycled Paperboard	3,561	3,268
Corporate and Other	904	115
	$ 33,128	**$ 35,999**
Depreciation, Depletion, and Amortization		
Cement	$ 22,917	$ 21,679
Concrete and Aggregates	4,530	5,031
Gypsum Wallboard	6,473	5,461
Recycled Paperboard	3,690	3,719
Corporate and Other	740	792
	$ 38,350	**$ 36,682**

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
Identifiable Assets		
Cement	$ 2,121,374	$ 2,042,499
Concrete and Aggregates	242,607	225,485
Gypsum Wallboard	429,773	432,122
Recycled Paperboard	167,405	170,832
Other, net	81,708	76,081
	$ 3,042,867	**$ 2,947,019**

Segment Operating Earnings, including the proportionately consolidated 50% interest in the revenue and expenses of the Joint Venture, represent Revenue, less direct operating expenses, segment Depreciation, and segment Selling, General, and Administrative expenses. We account for intersegment sales at market prices. Corporate assets consist mainly of cash and cash equivalents, general office assets, and miscellaneous other assets.

The basis used to disclose Identifiable Assets; Capital Expenditures; and Depreciation, Depletion, and Amortization conforms with the equity method, and is similar to how we disclose these accounts in our Unaudited Consolidated Balance Sheets and Unaudited Consolidated Statements of Earnings.

The segment breakdown of Goodwill is as follows:

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
Cement	$ 227,639	$ 227,639
Concrete and Aggregates	40,774	40,774
Gypsum Wallboard	116,618	116,618
Recycled Paperboard	7,538	7,538
	$ 392,569	**$ 392,569**

Summarized financial information for the Joint Venture that is not consolidated is set out below. This summarized financial information includes the total amount for the Joint Venture and not our 50% interest in those amounts:

	For the Three Months Ended June 30, 2024	2023
	(dollars in thousands)	
Revenue	$ 58,620	$ 54,246
Gross Margin	$ 16,424	$ 8,538
Earnings Before Income Taxes	$ 15,548	$ 6,364

	June 30, 2024	March 31, 2024
	(dollars in thousands)	
Current Assets	$ 123,487	$ 111,164
Noncurrent Assets	$ 172,875	$ 158,618
Current Liabilities	$ 49,102	$ 27,994

(N) INTEREST EXPENSE

The following components are included in Interest Expense, net:

	For the Three Months Ended June 30, 2024	2023
	(dollars in thousands)	
Interest Income	$ (182)	$ (158)
Interest Expense	10,391	11,923
Other Expenses	475	474
Interest Expense, net	**$ 10,684**	**$ 12,239**

Interest Income includes interest earned on investments of excess cash. Components of Interest Expense include interest associated with the Revolving Credit Facility, Term Loan, Senior Unsecured Notes, and commitment fees based on the unused portion of the Revolving Credit Facility. Other Expenses include amortization of debt issuance costs and Revolving Credit Facility costs.

(O) COMMITMENTS AND CONTINGENCIES

We have certain deductible limits under our workers' compensation and liability insurance policies for which reserves are established based on the undiscounted estimated costs of known and anticipated claims. We have entered into standby letter of credit agreements relating to workers' compensation, auto, and general liability self-insurance. At June 30, 2024, we had contingent liabilities under these outstanding letters of credit of approximately $10.0 million.

In the ordinary course of business, we execute contracts involving indemnifications that are both standard in the industry and specific to a transaction, such as the sale of a business. These indemnifications may include claims relating to any of the following: environmental and tax matters; intellectual property rights; governmental regulations and employment-related matters; customer, supplier, and other commercial contractual relationships; and construction contracts and financial matters. While the maximum amount to which the Company may be exposed under such agreements cannot be estimated, management believes these indemnifications will not have a material adverse effect on our consolidated financial position, results of operations, or cash flows. We currently have no outstanding guarantees.

We are currently contingently liable for performance under $30.1 million in performance bonds required by certain states and municipalities, and their related agencies. The bonds are principally for certain reclamation obligations and mining permits. We have indemnified the underwriting insurance company against any exposure under the performance bonds. In our past experience, no material claims have been made against these financial instruments.

(P) FAIR VALUE OF FINANCIAL INSTRUMENTS

The fair value of our long-term debt has been estimated based upon our current incremental borrowing rates for similar types of borrowing arrangements. The fair value of our 2.500% Senior Unsecured Notes at June 30, 2024, is as follows:

		Fair Value (dollars in thousands)
2.500% Senior Unsecured Notes Due 2031	$	634,000

The estimated fair value of our long-term debt was based on quoted prices of similar debt instruments with similar terms that are publicly traded (Level 1 input). The carrying values of Cash and Cash Equivalents, Accounts Receivable, Accounts Payable, and Accrued Liabilities approximate their fair values at June 30, 2024, due to the short-term maturities of these assets and liabilities. The fair value of our Revolving Credit Facility and Term Loan also approximates the carrying value at June 30, 2024.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

EXECUTIVE SUMMARY

We are a leading manufacturer of heavy construction materials and light building materials in the United States. Our primary products, Portland Cement and Gypsum Wallboard, are commodities that are essential in commercial and residential construction; public construction projects; and projects to build, expand, and repair roads and highways. Demand for our products is generally cyclical and seasonal, depending on economic and geographic conditions. We distribute our products throughout most of the United States, except the Northeast, which provides us with regional economic diversification. However, general economic downturns or localized downturns in the regions where we have operations may have a material adverse effect on our business, financial condition, and results of operations.

Our business is organized into two sectors: Heavy Materials, which includes the Cement and Concrete and Aggregates segments; and Light Materials, which includes the Gypsum Wallboard and Recycled Paperboard segments. Financial results and other information for the three months ended June 30, 2024, and 2023, are presented on a consolidated basis and by these business segments – Cement, Concrete and Aggregates, Gypsum Wallboard, and Recycled Paperboard.

We conduct one of our cement operations through a joint venture, Texas Lehigh Cement Company LP, which is located in Buda, Texas (the Joint Venture). We own a 50% interest in the Joint Venture and account for our interest under the equity method of accounting. We proportionately consolidate our 50% share of the Joint Venture's Revenue and Operating Earnings in the presentation of our Cement segment, which is the way management organizes the segments within the Company for making operating decisions and assessing performance.

All our business activities are conducted in the United States. These activities include the mining of limestone for the manufacture, production, distribution, and sale of portland cement, including portland limestone cement (a basic construction material that is the essential binding ingredient in concrete); the grinding and sale of slag; the mining of gypsum for the manufacture and sale of gypsum wallboard; the manufacture and sale of recycled paperboard to the gypsum wallboard industry and other paperboard converters; the sale of readymix concrete; and the mining and sale of aggregates (crushed stone, sand, and gravel).

MARKET CONDITIONS AND OUTLOOK

Our end markets remained steady despite continued restrictive monetary policy from the U.S. Federal Reserve. Although Sales Volume for both Cement and Gypsum Wallboard declined in the first quarter of fiscal 2025, the decline was relatively low, and both pricing and demand remained relatively strong.

Demand Outlook

The macroeconomic environment continues to be constructive for our products. We expect demand for cement to remain steady given increased federal funding from the *Infrastructure Investment and Jobs Act* for public construction and repair projects; continued high allocations from state budgets for additional infrastructure projects; and growth in heavy industrial projects. The chronic housing shortage driven by more than a decade of underproduction supports solid levels of housing construction activity, and at this time, most consumers are employed and confident they will remain employed. These conditions support the housing market; however, persistent inflation and the impact of interest rates on affordability have moderated housing market strength. Nonetheless, we also believe our geographical footprint across the U.S. heartland and fast-growing Sun Belt region positions us to capitalize on these favorable market dynamics.

Cost Outlook

We believe we are well-positioned to manage our cost structure and meet our customers' needs during this fiscal year. Our substantial raw material reserves for our Cement, Aggregates, and Gypsum Wallboard businesses, and their proximity to our respective manufacturing facilities, support our low-cost producer position across all our business segments.

Energy costs, primarily solid fuel, decreased slightly in all our businesses, but primarily Cement, during the first quarter of fiscal 2025 compared with fiscal 2024. We anticipate fuel costs will be lower in fiscal 2025 but will remain higher than they have been historically. We are expecting increases in freight and delivery costs in fiscal 2025 compared with fiscal 2024.

The primary raw material used to produce paperboard is OCC. Prices for OCC increased during the three months ended June 30, 2024 as compared to fiscal 2024. Fiber prices are subject to change upon short notice due to several factors, including supply of OCC and demand for OCC from both domestic and international companies. Our current customer contracts for gypsum liner include price adjustments that partially compensate for changes in raw material fiber prices. However, because these price adjustments are not realized until future quarters, material costs in our Gypsum Wallboard segment are likely to fluctuate until the effects of these price adjustments are realized.

Maintenance costs increased in fiscal 2024, and we expect continued inflation for maintenance in fiscal 2025 as equipment and contractor costs remain high.

RESULTS OF OPERATIONS

THREE MONTHS ENDED JUNE 30, 2024, COMPARED WITH THREE MONTHS ENDED JUNE 30, 2023

	For the Three Months Ended June 30,		
	2024	2023	Change
	(dollars in thousands, except per share)		
Revenue	$ 608,689	$ 601,521	1 %
Cost of Goods Sold	(421,821)	(425,526)	(1)%
Gross Profit	186,868	175,995	6 %
Equity in Earnings of Unconsolidated Joint Venture	7,716	3,159	144 %
Corporate General and Administrative	(15,649)	(11,679)	34 %
Other Non-Operating Income	2,683	213	1160 %
Interest Expense, net	(10,684)	(12,239)	(13)%
Earnings Before Income Taxes	170,934	155,449	10 %
Income Tax Expense	(37,092)	(34,600)	7 %
Net Earnings	**$ 133,842**	**$ 120,849**	**11 %**
Diluted Earnings per Share	**$ 3.94**	**$ 3.40**	**16 %**

REVENUE

Revenue increased by $7.2 million, or 1%, to $608.7 million for the three months ended June 30, 2024. Higher gross sales prices positively affected Revenue by $26.8 million, and were partially offset by lower Sales Volume, which adversely affected Revenue by approximately $19.6 million.

COST OF GOODS SOLD

Cost of Goods Sold decreased by $3.7 million, or 1%, to $421.8 million for the three months ended June 30, 2024. The decrease was due to lower Sales Volume of 15.4 million, partially offset by higher operating costs of $11.7 million. Higher operating costs were primarily related to our Concrete and Aggregates and Recycled Paperboard businesses and are discussed further in the segment analysis.

GROSS PROFIT

Gross Profit increased 6% to $186.7 million during the three months ended June 30, 2024. The increase was primarily related to higher gross sales prices, partially offset by lower Sales Volume and increased operating costs. The gross margin expanded to 31%, with higher gross sales prices being partially offset by a rise in operating costs.

EQUITY IN EARNINGS OF UNCONSOLIDATED JOINT VENTURE

Equity in Earnings of our Unconsolidated Joint Venture increased by $4.5 million, or 144%, for the three months ended June 30, 2024. The increase was primarily due to higher Sales Volume and lower operating costs, which positively affected earnings by approximately $0.3 million and $4.5 million, respectively. This was partially offset by lower gross sales prices of $0.3 million. Decreased operating costs were primarily related to lower maintenance and energy costs, which increased operating earnings by $3.5 million and $0.5 million respectively. Lower maintenance costs in the current fiscal quarter were partly due to maintenance costs in the prior year being approximately $2.8 million higher than normal given an extended outage that required additional maintenance spending as well as reduced production.

CORPORATE GENERAL AND ADMINISTRATIVE

Corporate General and Administrative expenses increased by approximately $3.9 million, or 34%, for the three months ended June 30, 2024. The increase was due primarily to higher salary and incentive compensation, insurance, and information technology costs of $1.2 million, $1.0 million, and $1.6 million, respectively.

OTHER NON-OPERATING INCOME

Other Non-Operating Income consists of a variety of items that are unrelated to segment operations and include non-inventoried Aggregates income, asset sales, and other miscellaneous income and cost items.

INTEREST EXPENSE, NET

Interest Expense, net decreased by approximately $1.5 million, or 13%, during the three months ended June 30, 2024. This decrease was primarily due to lower interest on our revolving credit facility, which was related to lower average outstanding borrowings in the first quarter of fiscal 2025 compared with the prior-year period.

EARNINGS BEFORE INCOME TAXES

Earnings Before Income Taxes increased to $170.9 million during the three months ended June 30, 2024, primarily as a result of higher Gross Profit and Equity in Earnings of Unconsolidated Joint Venture, and lower Interest expense, which was partially offset by higher Corporate General and Administrative expense.

INCOME TAX EXPENSE

Income Tax Expense was $37.1 million for the three months ended June 30, 2024, compared with $34.6 million for the three months ended June 30, 2023. The effective tax rate remained consistent at 22% with the prior-year period.

NET EARNINGS

Net Earnings increased 11% to $133.8 million for the three months ended June 30, 2024, as discussed above.

THREE MONTHS ENDED JUNE 30, 2024 vs. THREE MONTHS ENDED JUNE 30, 2023 BY SEGMENT

The following presents results within our two business sectors for the three months ended June 30, 2024, and 2023. Revenue and operating results are organized by sector and discussed by individual business segments.

Heavy Materials

CEMENT [1]

	For the Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in thousands, except per ton information)		
Revenue, including Intersegment and Joint Venture	$ 339,162	$ 329,032	3 %
Less Intersegment Revenue	(10,280)	(10,137)	1 %
Less Joint Venture Revenue	(29,310)	(27,123)	8 %
Revenue	$ 299,572	$ 291,772	3 %
Sales Volume (M Tons)	1,947	2,013	(3)%
Freight and Delivery Costs billed to Customers	$ (20,372)	$ (17,528)	16 %
Average Net Sales Price, per ton [2]	$ 156.10	$ 147.27	6 %
Operating Margin, per ton	$ 45.78	$ 36.79	24 %
Operating Earnings	$ 89,125	$ 74,061	20 %

(1) Total of wholly owned subsidiaries and proportionately consolidated 50% interest of the Joint Venture's results.

(2) Net of freight per ton, including Joint Venture.

Cement Revenue was $339.2 million, a 3% increase, for the three months ended June 30, 2024. Higher gross sales prices increased Cement Revenue by approximately $20.3 million, and were partially offset by lower Sales Volume of $10.2 million.

Cement Operating Earnings increased by $15.0 million to $89.1 million for the three months ended June 30, 2024. The increase was due to higher gross sales prices of $20.3 million which were partially offset by lower Sales Volume and higher operating costs of $2.9 million and $2.4 million, respectively. The increase in operating costs was primarily due to higher freight, labor, depreciation, and purchased raw materials costs of approximately $3.4 million, $1.1 million, $1.2 million, and $2.6 million, respectively. These were partially offset by lower maintenance and fuel costs of $1.8 million and $0.9 million, and the impact of recording acquired inventories at fair value in the first quarter of fiscal 2024 of $2.8 million. The Operating Margin increased to 26% from 23% as a result of higher gross sales prices, partially offset by the increase in operating expenses.

CONCRETE AND AGGREGATES

	For the Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in thousands, except net sales prices)		
Revenue, including Intersegment	$ 64,815	$ 70,453	(8)%
Less Intersegment Revenue	$ (3,777)	$ (3,038)	24 %
Revenue	$ 61,038	$ 67,415	(9)%
Sales Volume			
M Cubic Yards of Concrete	343	385	(11)%
M Tons of Aggregate	799	1,157	(31)%
Average Net Sales Price			
Concrete - Per Cubic Yard	$ 148.56	$ 141.80	5 %
Aggregates - Per Ton	$ 12.61	$ 11.30	12 %
Operating Earnings	$ 2,980	$ 7,034	(58)%

Concrete and Aggregates Revenue declined 8% to $64.8 million for the three months ended June 30, 2024. The decrease was due to lower Sales Volume, which reduced Revenue by $9.3 million, partially offset by higher gross sales prices of $3.6 million.

Operating Earnings were approximately $3.0 million, a 58% decline. Lower Sales Volume of $2.8 million and higher operating costs of $4.9 million contributed to the decrease, and were partially offset by higher gross sales prices of $3.6 million. The increase in operating costs was primarily due to higher materials, maintenance, and delivery expenses of approximately $2.3 million, $1.3 million, and $1.3 million, respectively.

Light Materials

GYPSUM WALLBOARD

	For the Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in thousands, except per MSF information)		
Revenue	$ 217,826	$ 219,097	(1)%
Sales Volume (MMSF)	757	763	(1)%
Freight and Delivery Costs billed to Customers	$ (36,485)	$ (38,608)	(5)%
Average Net Sales Price, per MSF [1]	$ 239.43	$ 236.66	1%
Freight, per MSF	$ 48.20	$ 50.60	(5)%
Operating Margin, per MSF	$ 124.14	$ 119.08	4%
Operating Earnings	$ 93,976	$ 90,857	3%

(1) Net of freight per MSF.

Gypsum Wallboard Revenue was $217.8 million, a 1% decrease for the three months ended June 30, 2024. Lower Sales Volume reduced Revenue by approximately $1.7 million, partially offset by higher gross sales prices of $0.4 million. Our market share remained relatively consistent during the three months ended June 30, 2024.

Operating Earnings increased 3% to $94.0 million, primarily because of higher gross sales prices of $0.4 million and lower operating costs of $3.4 million. The higher gross sales prices were partially offset by lower Sales Volume of $0.7 million. The lower operating costs were primarily related to freight and energy, which positively affected Operating Earnings by approximately $1.9 million and $1.1 million, respectively. Operating Margin increased to 43% for the three months ended June 30, 2024, primarily because of higher gross sales prices and lower operating costs. Fixed costs are not a significant portion of the overall cost of wallboard; therefore, changes in utilization have a relatively minor impact on our operating cost per unit.

RECYCLED PAPERBOARD

	For the Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in thousands, except per ton information)		
Revenue, including Intersegment	$ 54,240	$ 45,328	20 %
Less Intersegment Revenue	(23,987)	(22,091)	9 %
Revenue	$ 30,253	$ 23,237	30 %
Sales Volume (M Tons)	91	83	10 %
Average Net Sales Price, per ton [(1)]	$ 597.41	$ 536.56	11 %
Operating Margin, per ton	$ 93.44	$ 86.77	8 %
Operating Earnings	$ 8,503	$ 7,202	18 %

(1) Net of freight per ton.

Recycled Paperboard Revenue increased 20% to $54.2 million during the three months ended June 30, 2024. Higher gross sales prices and Sales Volume increased Revenue by $4.9 million and $4.0 million, respectively. Higher gross sales prices were related to the pricing provisions in our long-term sales agreements.

Operating Earnings increased 18% to $8.5 million, primarily because of higher gross sales prices and Sales Volume, which increased Operating Earnings by $4.9 million and $0.6 million, respectively. This was partially offset by higher operating costs, which reduced Operating Earnings by approximately $4.2 million. The increase in operating costs was primarily related to higher input costs, namely fiber,of approximately $6.6 million which were partially offset by lower energy, chemical, and freight costs of $1.0 million, $0.7 million, and $0.5 million, respectively. The Operating Margin remained consistent at 16%, with the increase in operating costs offsetting the higher gross sales prices. Although the Company has certain pricing provisions in its long-term sales agreements, prices are only adjusted at certain times throughout the year, so price adjustments are not always reflected in the same period as the change in costs.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires management to adopt accounting policies and make significant judgments and estimates to develop amounts disclosed in the financial statements. In many cases, alternative policies or estimation techniques could be used. We maintain a thorough process to review the application of our accounting policies and to evaluate the appropriateness of the many estimates that are required to prepare our financial statements. However, even under optimal circumstances, estimates routinely require adjustment based on changing circumstances and the receipt of new or better information.

Information regarding our Critical Accounting Policies can be found in our Annual Report. The three Critical Accounting Policies that we believe are material to our financial statements, and either require the most judgment, or the selection or application of alternative accounting policies, are those related to long-lived assets, goodwill, and business combinations. Management has discussed the development and selection of these Critical Accounting Policies and estimates with the Audit Committee of our Board of Directors and with our independent registered public accounting firm. In addition, Note (A) to the financial statements in our Annual Report contains a summary of our significant accounting policies.

Recent Accounting Pronouncements

Refer to Footnote (A) in the Notes to Unaudited Consolidated Financial Statements of this Form 10-Q for information regarding recently issued accounting pronouncements that may affect our financial statements.

LIQUIDITY AND CAPITAL RESOURCES

We believe at this time we have access to sufficient financial resources from our liquidity sources to fund our business and operations, including contractual obligations, capital expenditures, and debt service obligations for at least the next twelve months. We regularly monitor any potential disruptions to the economy, and to our operations, particularly changing fiscal policy or economic conditions affecting our industries. Please see the Debt Financing Activities section below for a discussion of our revolving credit facility and the amount of borrowings available to us in the next twelve-month period.

Cash Flow

The following table provides a summary of our Cash Flows:

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Net Cash Provided by Operating Activities	**$ 132,636**	**$ 140,487**
Investing Activities		
Additions to Property, Plant, and Equipment	(33,128)	(35,999)
Acquisition Spending	—	(55,053)
Net Cash Used in Investing Activities	**(33,128)**	**(91,052)**
Financing Activities		
Increase in Credit Facility	10,000	65,000
Repayment of Term Loan	(2,500)	(2,500)
Dividends Paid to Stockholders	(8,538)	(8,995)
Purchase and Retirement of Common Stock	(85,490)	(74,058)
Proceeds from Stock Option Exercises	56	10,385
Shares Redeemed to Settle Employee Taxes on Stock Compensation	(1,421)	(1,360)
Net Cash Used in Financing Activities	**(87,893)**	**(11,528)**
Net Increase in Cash and Cash Equivalents	**$ 11,615**	**$ 37,907**

Net Cash Provided by Operating Activities decreased by $7.9 million to $132.6 million during the three months ended June 30, 2024. This decrease was primarily attributable to lower cash flows from changes in Working

Capital and dividends from our Unconsolidated Joint Venture of $8.9 million and $2.5 million, respectively. This was partially offset by higher Net Earnings, adjusted for approximately $3.7 million of non-cash expenses.

Working Capital increased by $34.1 million to $422.4 million at June 30, 2024, compared with March 31, 2024. The increase was primarily due to higher Cash, Accounts and Notes Receivable, net, and Prepaid and Other Assets of $11.6 million, $75.4 million, and $7.9 million, respectively. This was partially offset by $7.3 million of lower Income Tax Receivable, $21.0 million of higher Accounts Payable, and $35.7 million of higher Income Tax Payable.

The increase in Accounts Receivable at June 30, 2024, was primarily related to higher Revenue during the three months ended June 30, 2024, particularly in the month of June, compared with the three months ended March 31, 2024. As a percentage of quarterly sales generated for the respective quarter, Accounts Receivable was approximately 46% and 33% at June 30, 2024 and March 31, 2024, respectively. Management measures the change in Accounts Receivable by monitoring the days sales outstanding on a monthly basis to determine if any deterioration has occurred in the collectability of the Accounts Receivable. No significant deterioration in the collectability of our Accounts Receivable was identified at June 30, 2024.

Our Inventory balance at June 30, 2024, decreased by approximately $2.3 million from our balance at March 31, 2024. Within Inventory, Recycled Paperboard and Repair Parts inventory declined $4.3 million and $5.3 million, respectively. This was partially offset by increased Raw Materials and Materials-in-Progress, Aggregates and Gypsum Wallboard inventory of approximately $3.6 million, $1.9 million, and $1.7 million, respectively. The relatively flat balance in Raw Materials and Materials-in-Progress is consistent with our business cycle; we generally build up clinker inventory over the winter months to meet the demand for cement in the spring and summer. The decrease in Repair Parts inventory was primarily due to the completion of most of our scheduled outages during the quarter. The largest individual balance in our Inventory is our Repair Parts. These parts are necessary given the size and complexity of our manufacturing plants, as well as the age of certain of our plants, which creates the need to stock a high level of Repair Parts inventory. We believe all of these repair parts are necessary, and we perform semi-annual analyses to identify obsolete parts. We have less than one year's sales of all product inventories, and our inventories have a low risk of obsolescence because our products are basic construction materials.

Net Cash Used in Investing Activities during the three months ended June 30, 2024, was approximately $33.1 million, compared with $91.1 million during the same period in 2023. The $58.0 million decrease was primarily related to the $55.1 million purchase of the Stockton Terminal in May 2023.

Net Cash Used in Financing Activities was $87.9 million during the three months ended June 30, 2024 compared with $11.5 million during the same period in 2023. The $76.4 million increase was primarily related to lower borrowings and Proceeds from Stock Option Exercises of $55.0 million and $10.3 million, respectively, as well as higher Purchase and Retirement of Common Stock of $11.4 million.

Our debt-to-capitalization ratio and net-debt-to-capitalization ratio were 45.1% and 44.0%, respectively, at June 30, 2024, compared with 45.7% and 44.9%, respectively, at March 31, 2024.

Debt Financing Activities

Below is a summary of the Company's outstanding debt facilities at June 30, 2024:

	Maturity
Revolving Credit Facility	May 2027
Term Loan	May 2027
2.500% Senior Unsecured Notes	July 2031

See Footnote (M) to the Unaudited Consolidated Financial Statements for further details on the Company's debt facilities, including interest rate, and financial and other covenants and restrictions.

The revolving borrowing capacity of our Revolving Credit Facility is $750.0 million (any revolving loans borrowed under the Revolving Credit Facility, as applicable, the Revolving Loans). The Revolving Credit Facility also includes a swingline loan sublimit of $25.0 million, and a $40.0 million letter of credit facility. At June 30, 2024 we had $180.0 million outstanding of Revolving Loans under the Revolving Credit Facility and $10.0 million of outstanding letters of credit, leaving us with $560.0 million of available borrowings under the Revolving Credit Facility, net of the outstanding letters of credit. We are contingently liable for performance under $30.1 million in performance bonds relating primarily to our mining operations. We do not have any off-balance sheet debt, or any outstanding debt guarantees.

Other than the Revolving Credit Facility, we have no additional source of committed external financing in place. Should the Revolving Credit Facility be terminated, no assurance can be given as to our ability to secure a new source of financing. Consequently, if any balance were outstanding on the Revolving Credit Facility at the time of termination, and an alternative source of financing could not be secured, it would have a material adverse impact on our business.

We believe that our cash flow from operations and available borrowings under our Revolving Credit Facility, as well as cash on hand, should be sufficient to meet our currently anticipated operating needs, capital expenditures, and dividend and debt service requirements for at least the next 12 months. However, our future liquidity and capital requirements may vary depending on a number of factors, including market conditions in the construction industry, our ability to maintain compliance with covenants in our Revolving Credit Facility, the level of competition, and general and economic factors beyond our control, such as supply chain constraints and inflation. These and other developments could reduce our cash flow or require that we seek additional sources of funding. We cannot predict what effect these factors will have on our future liquidity. See Market Conditions and Outlook section above for further discussion of the possible effects on our business.

As market conditions warrant, the Company may from time to time seek to purchase or repay its outstanding debt securities or loans, including the 2.500% Senior Unsecured Notes, Term Loan, and borrowings under the Revolving Credit Facility, in privately negotiated or open market transactions, by tender offer or otherwise. Subject to any applicable limitations contained in the agreements governing our indebtedness, any purchases made by us may be funded by the use of cash on our balance sheet or the incurrence of new debt. The amounts involved in any such purchase transactions, individually or in aggregate, may be material.

We have approximately $24.9 million of lease liabilities at June 30, 2024, that have an average remaining life of approximately 9.9 years.

Dividends

Dividends paid were $8.5 million and $9.0 million for the three months ended June 30, 2024, and 2023, respectively. Each quarterly dividend payment is subject to review and approval by our Board of Directors, who will continue to evaluate our dividend payment amount on a quarterly basis.

Share Repurchases

During the three months ended June 30, 2024, our share repurchases were as follows:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet be Purchased Under the Plans or Programs
April 1 through April 30, 2024	129,067	$ 256.53	129,067	
May 1 through May 31, 2024	118,618	253.81	118,618	
June 1 through June 30, 2024	100,048	222.63	100,048	
Quarter 1 Totals	**347,733**	**$ 245.85**	**347,733**	
Year-to-Date Totals	**347,733**	**$ 245.85**	**347,733**	**5,535,937**

On May 17, 2022, the Board of Directors authorized us to repurchase an additional 7.5 million shares. This authorization brought the cumulative total of Common Stock our Board has approved for repurchase in the open market to 55.9 million shares since we became publicly held in April 1994. Through June 30, 2024, we have repurchased approximately 50.4 million shares.

Share repurchases may be made from time to time in the open market or in privately negotiated transactions. The timing and amount of any share repurchases are determined by management, based on its evaluation of market and economic conditions and other factors. In some cases, repurchases may be made pursuant to plans, programs, or directions established from time to time by the Company's management, including plans intended to comply with the safe-harbor provided by Rule 10b5-1.

During the three months ended June 30, 2024, the Company withheld from employees 5,493 shares of stock upon the vesting of Restricted Shares that were granted under the Plan. We withheld these shares to satisfy the employees' statutory tax withholding requirements, which is necessary once the Restricted Shares or Restricted Share Units are vested.

Capital Expenditures

The following table details capital expenditures by category:

	For the Three Months Ended June 30,	
	2024	2023
	(dollars in thousands)	
Land and Quarries	$ 2,344	$ 548
Plants	13,591	16,272
Buildings, Machinery, and Equipment	17,193	19,179
Total Capital Expenditures	**$ 33,128**	**$ 35,999**

Capital expenditures for fiscal 2025 are expected to range from $310.0 million to $340.0 million and will be allocated across both Heavy Materials and Light Materials sectors. These estimated capital expenditures will include maintenance capital expenditures and improvements, as well as other safety and regulatory projects.

FORWARD LOOKING STATEMENTS

Certain matters discussed in this report contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the context of the statement and generally arise when the Company is discussing its beliefs, estimates or expectations. These statements are not historical facts or guarantees of future performance but instead represent only the Company's belief at the time the statements were made regarding future events which are subject to certain risks, uncertainties and other factors, many of which are outside the Company's control. Actual results and outcomes may differ materially from what is expressed or forecast in such forward-looking statements. The principal risks and uncertainties that may affect the Company's actual performance include the following: the cyclical and seasonal nature of the Company's businesses; fluctuations in public infrastructure expenditures; adverse weather conditions and their effects on infrastructure and other construction projects; the fact that our products are commodities and that prices for our products are subject to material fluctuation due to market conditions and other factors beyond our control; the availability and fluctuations in the cost of raw materials; changes in the costs of energy, including, without limitation, natural gas, coal and oil (including diesel), and the nature of our obligations to counterparties under energy supply contracts, such as those related to market conditions (for example, spot market prices), governmental orders and other matters; changes in the cost and availability of transportation; unexpected operational difficulties, including unexpected maintenance costs, equipment downtime and interruption of production; material nonpayment or non-performance by any of our key customers; consolidation of our customers; inability to timely execute announced capacity expansions; difficulties and delays in the development of new business lines; governmental regulation and changes in governmental and public policy (including, without limitation, climate change and other environmental regulation); possible outcomes of pending or future litigation or arbitration proceedings; changes in economic conditions or the nature or level of activity in any one or more of the markets or industries in which the Company or its customers are engaged; severe weather conditions (such as winter storms, tornados and hurricanes) and their effects on our facilities, operations and contractual arrangements with third parties; competition; cyber-attacks or data security breaches; increases in capacity in the gypsum wallboard and cement industries; changes in the demand for residential housing construction or commercial construction or construction projects undertaken by state or local governments; the availability of acquisition or other growth opportunities that meet our financial return standards and fit our strategic focus; risks related to pursuit of acquisitions, joint ventures and other transactions or the execution or implementation of such transactions, including the integration of operations acquired by the Company; general economic conditions including inflation and recessionary conditions; and changes in interest rates and the resulting effects on the Company and demand for our products. For example, increases in interest rates, decreases in demand for construction materials or increases in the cost of energy (including, without limitation, natural gas, coal and oil) and the cost of our raw materials can expected to adversely affect the revenue and operating earnings of our operations. In addition, changes in national or regional economic conditions and levels of infrastructure and construction spending could also adversely affect the Company's result of operations. Finally, any forward-looking statements made by the Company are subject to the risks and impacts associated with natural disasters, the outbreak, escalation, or resurgence of health emergencies, pandemics or other unforeseen events, including, without limitation, the COVID-19 pandemic and responses thereto designed to contain its spread and mitigate its public health effects, as well as their impact on our operations or on economic conditions, capital and financial markets. These and other factors are described in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2024. All forward-looking statements made herein are made as of the date hereof, and the risk that actual results will differ materially from expectations expressed herein will increase with the passage of time. The Company undertakes no duty to update any forward-looking statement to reflect future events or changes in the Company's expectations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks related to fluctuations in interest rates on our Revolving Credit Facility. We have occasionally utilized derivative instruments, including interest rate swaps, in conjunction with our overall strategy to manage the debt outstanding that is subject to changes in interest rates. We had a $750.0 million Revolving Credit Facility at June 30, 2024, under which borrowings bear interest at a variable rate. A hypothetical 100 basis point increase in interest rates on the $180.0 million of borrowings under the Revolving Credit Facility and the $180.0 million of borrowings under the Term Loan at June 30, 2024, would increase interest expense by approximately $3.6 million on an annual basis. At present, we do not utilize derivative financial instruments.

We are subject to commodity risk with respect to price changes principally in coal, coke, natural gas, and power. We attempt to limit our exposure to changes in commodity prices by entering into contracts or increasing our use of alternative fuels.

Item 4. Controls and Procedures

We have established a system of disclosure controls and procedures that are designed to ensure that information relating to the Company, which is required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 (Exchange Act), is recorded, processed, summarized, and reported within the time periods specified by the SEC's rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), in a timely fashion. An evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) was performed as of the end of the period covered by this quarterly report. This evaluation was performed under the supervision and with the participation of management, including our CEO and CFO. Based upon that evaluation, our CEO and CFO have concluded that these disclosure controls and procedures were effective.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

In February 2023, the EPA published a final rule disapproving the State Implementation Plans (SIPs) for twenty-one states, which addressed each state's obligations to eliminate significant contributions to nonattainment, or interference with maintenance, of the 2015 ozone NAAQS in other states (interstate transport requirements). States subject to a SIP Disapproval under this final action relevant to our cement operations include Illinois, Kentucky, Missouri, Nevada, Ohio, Oklahoma, and Texas.

In March 2023, the EPA finalized a proposed Federal Implementation Plan (FIP), also known as the "Good Neighbor Plan," which addresses interstate transport obligations for the twenty-one states with disapproved SIPs as well as two additional states that had not submitted any revisions for their SIPs. In January 2024, the EPA added five more states to the FIP. The FIP establishes nitrogen oxide (NOx) emissions limitations beginning in 2026 during the ozone season for kilns used in cement and cement product manufacturing in 20 states, including all the above-listed states. The FIP went into effect on August 4, 2023, but has not been implemented in 12 of the states with disapproved SIPs due to legal challenges.

States subject to the FIP relevant to our cement operations include Illinois, Kentucky, Missouri, Nevada, Ohio, Oklahoma, and Texas. Our facilities most directly affected by the disapproval by the EPA of the SIPs and the FIP finalized in March 2023 are our cement plants located in Nevada, Oklahoma and Texas. Various legal challenges have been filed against the EPA's disapproval of the SIPs for such states, including Nevada, Oklahoma and Texas, which stayed the implementation of the EPA's FIP in those states. We also filed our own challenges to the disapproval of the SIPs in these three states. In each of these actions, the petitioners have challenged the failure on the part of the EPA to appropriately defer to the applicable state's analysis and determinations regarding interstate transport obligations.

An adverse outcome in these actions could require us to incur significant capital expenditures related to the installation of additional controls and additional operating costs at the affected facilities or, if the installation of controls proves impracticable, to modify or curtail our operations at such facilities, which could have a material adverse effect on their profitability. Multiple parties have filed lawsuits challenging the EPA's disapproval of the states' plans as well as the Good Neighbor Plan, but no court has issued a final ruling on the validity of the disapprovals or the FIP.

Although we are unable to predict the likely outcome of the multiple legal challenges to both the state disapprovals and the Good Neighbor Plan at this time, on July 12, 2024, we entered into a settlement agreement with the EPA related to our cement operations in Nevada, which agreement provides (i) for the installation of additional emissions controls referred to as "low NOx burners" and (ii) that we perform a test-and-set process to determine an appropriate NOx emission limit by March 27, 2026. Assuming such emission limit is finalized and approved by EPA, our Nevada cement operations would no longer be subject to the emissions limit in the Good Neighbor Plan. We estimate the cost of installing the low NOx burners to be approximately $2.5 million.

In addition to the Good Neighbor Plan legal challenges described above, we have been and may in the future become involved in litigation or other legal proceedings in the ordinary course of our business activities or in connection with transactions or activities undertaken by us, including claims related to worker safety, worker health, environmental matters, commercial contracts, land use rights, taxes, and permits. While the outcome of these proceedings cannot be predicted with certainty, in the opinion of management (based on currently available facts), we do not believe that the ultimate outcome of any currently pending legal proceeding will have a material effect on our consolidated financial condition, results of operations, or liquidity.

For additional information regarding claims and other contingent liabilities to which we may be subject, see Footnote (O) in the Unaudited Consolidated Financial Statements.

Item 1A. Risk Factors

For information regarding factors that could affect our results of operations, financial condition, and liquidity, see Part 1. Item 1A. Risk Factors in our Form 10-K for the fiscal year ended March 31, 2024, filed with the Securities and Exchange Commission on May 22, 2024.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The disclosure required under this Item is included in “Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Quarterly Report on Form 10-Q under the heading “Share Repurchases” and is incorporated herein by reference.

Item 4. Mine Safety Disclosures

The information concerning mine safety violations or other regulatory matters required by Section 1503 (a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95 to this Form 10-Q.

Item 5. Other Information

None of the Company's directors or officers adopted, modified, or terminated a Rule 10b5-1 trading arrangement, or a non-Rule 10b5-1 trading arrangement during the Company's fiscal quarter ended June 30, 2024.

Item 6. Exhibits

10.1*	Form of Management Restricted Stock Unit Agreement (Time). [(1)]
10.2*	Form of Management Restricted Stock Unit Agreement (Performance). [(1)]
10.3*	American Gypsum Company Salaried Incentive Compensation Program for Fiscal Year 2025. [(1)]
10.4*	Cement Companies Salaried Incentive Compensation Program for Fiscal Year 2025. [(1)]
10.5*	Put Option Agreement by and among Eagle Materials Inc., TLCC GP LLC, TLCC LP LLC, Heidelberg Materials US Inc., and HM Southeast Cement LLC, dated May 1, 2024.
10.6	Eagle Materials Inc. Salaried Incentive Compensation Program for Fiscal 2025 (filed as Exhibit 10.1 to the Current Report on Form 8-K filed with the Commission on May 22, 2024, and incorporated herein by reference). [(1)]
10.7	Eagle Materials Inc. Special Situation Program for Fiscal 2025 (filed as Exhibit 10.2 to the Current Report on Form 8-K filed with the Commission on May 22, 2024, and incorporated herein by reference). [(1)]
31.1*	Certification of the Chief Executive Officer of Eagle Materials Inc. pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934, as amended.
31.2*	Certification of the Chief Financial Officer of Eagle Materials Inc. pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934, as amended.
32.1*	Certification of the Chief Executive Officer of Eagle Materials Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of the Chief Financial Officer of Eagle Materials Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
95*	Mine Safety Disclosure.
101.INS*	Inline XBRL Instance Document – The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document with Embedded Linkbase Documents.
104.1*	Cover Page Interactive Data File – (formatted as Inline XBRL and Contained in Exhibit 101).

* Filed herewith.
(1) Management contract, compensatory plan, or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

EAGLE MATERIALS INC.
Registrant

July 30, 2024

/s/ MICHAEL R. HAACK
Michael R. Haack
President and Chief Executive Officer
(principal executive officer)

July 30, 2024

/s/ D. CRAIG KESLER
D. Craig Kesler
Executive Vice President – Finance and Administration and Chief Financial Officer
(principal financial officer)

July 30, 2024

/s/ WILLIAM R. DEVLIN
William R. Devlin
Senior Vice President – Controller and Chief Accounting Officer
(principal accounting officer)

EXHIBIT 10.1

EAGLE MATERIALS INC.

2023 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT
(Time Vesting)

Eagle Materials Inc., a Delaware corporation (the "Company"), and _____ (the "Grantee") hereby enter into this Restricted Stock Unit Award Agreement (this "Agreement") in order to set forth the terms and conditions of the Company's award to the Grantee on May 24, 2024 (the "Award Date").

1. Award. The Company hereby awards to the Grantee _____ Restricted Stock Units (this "Award") on the terms and subject to the conditions contained in this Agreement. The term "RSUs" as used in this Agreement refers only to the Restricted Stock Units awarded to the Grantee under this Agreement.

2. Relationship to the Plan. This Award shall be subject to the terms and conditions of the Eagle Materials Inc. 2023 Equity Incentive Plan (as may be amended from time to time, the "Plan"), this Agreement and such administrative interpretations of the Plan, if any, as may be in effect on the date of this Agreement or thereafter. Except as defined herein, capitalized terms shall have the meanings ascribed to them under the Plan. For purposes of this Agreement:

(a) "Disability" shall mean a disability of the Grantee as determined by the Board.

(b) "Retirement" shall mean the retirement of the Grantee as approved by the Board.

(c) "Vesting Period" shall mean the period commencing on the Award Date and ending on March 31, 2027.

3. Vesting.

(a) Vesting Criteria. The Grantee's interest in the RSUs shall vest on the dates designated (each, a "Vesting Date") in accordance with the following vesting schedule:

Vesting Date	**RSUs**
May 24, 2025	
March 31, 2026	
March 31, 2027	
Total	

(b) Shares Payable. On a Vesting Date, the number of RSUs indicated in the table above will vest and be converted into shares of Common Stock on a one-for-one basis. The resulting shares of Common Stock will be issued to the Grantee promptly, and in any event within 60 days, following the Vesting Date.

Notwithstanding the foregoing, the Committee may, in its sole discretion, settle this Award or portion thereof in the form of a cash payment equal in the value of the shares of Common Stock that would otherwise be payable hereunder.

(c) Forfeiture. Subject to Section 4, the Grantee must be in continuous service as an Employee or, if applicable, as a Non-Employee Director for purposes of Section 1.4 of the Plan ("Continuous Service") from the Award Date through the applicable Vesting Date for the applicable unvested RSUs to become vested. Subject to Section 4, the termination of such Continuous Service prior to a Vesting Date shall cause all unvested RSUs to be automatically forfeited as of the date of such termination of Continuous Service.

4. Change in Control; Death, Disability or Retirement.

(a) Change in Control. Notwithstanding Section 3, if the Grantee has been in Continuous Service from the Award Date through the occurrence of a Change in Control, then, in the event of the occurrence of such a Change in Control, any vesting of the RSUs will remain subject to the applicable provisions of the Plan, including, but not limited to, Sections 1.3 and 5.8 thereof.

(b) Death, Disability or Retirement. Notwithstanding Section 3(c), in the event the Grantee's Continuous Service terminates by reason of death, Disability or Retirement, then subject to the restrictive covenants in Section 11, as applicable, any then-unvested RSUs (and any related dividend equivalents described in Section 5) not previously forfeited shall remain eligible to vest pursuant to Section 3 on the applicable Vesting Date as if the Grantee had remained in such Continuous Service following such termination.

5. Dividend Equivalents. Subject to the vesting of the Restricted Stock Units in accordance with this Agreement, the Grantee shall be entitled to earn dividend equivalent Restricted Stock Units as follows and pursuant to this Section 5. As and when a dividend payment is made with respect to a share of Common Stock, such dividend payment shall be multiplied by, as applicable, the number of the (a) then-outstanding Restricted Sock Units awarded under this Agreement, or (b) Deemed RSUs (as defined below) that are then in effect under this Section 5 (i.e., immediately prior to such dividend payment); provided that the record date for such dividend payment occurs on or after the Award Date. Immediately thereafter, (i) the resulting amount that is determined pursuant to the preceding sentence shall be credited to a book entry account on behalf of the Grantee, and (ii) the amount of such book entry account shall be deemed to be reinvested in shares of Common Stock based on the then-Fair Market Value of such Common Stock ("Reinvested Shares"). At such time, (x) the number of such Reinvested Shares shall be deemed to be held by the Grantee in the form of additional Restricted Stock Units under this Agreement (i.e., as dividend equivalent Restricted Stock Units), and (y) the then-outstanding number of Restricted Stock Units under this Agreement shall be deemed to be increased by the number of such additional Restricted Stock Units (as increased, the "Deemed RSUs"). For purposes of the preceding sentence, the number of such additional Restricted Stock Units shall be equal to the number of Reinvested Shares on a one-for-one basis. For the avoidance of doubt, any such dividend equivalent Restricted Stock Units shall be subject to the same vesting and forfeiture conditions that apply to then-outstanding Restricted Stock Units originally awarded under this Agreement. The number of dividend equivalent Restricted Stock Units that become vested in accordance with this Agreement shall be converted into shares of Common Stock on a one-for-one basis and issued to the Grantee at the time shares of Common Stock are issued to the Grantee in accordance with, and subject to, Section 3(b).

6. Corporate Events. If, from time to time prior to the issuance of shares of Common Stock under Section 3(b), there is any equity restructuring affecting the outstanding Common Stock that causes the per share value of Common Stock to change, the RSUs and other applicable terms of this Award shall be adjusted in accordance with the provisions of Section 5.7 of the Plan. Any and all new, substituted or additional securities to which the Grantee may be entitled by reason of this Award because of an equity restructuring shall be immediately subject to the restrictions set forth herein (as may be modified pursuant to this Agreement) and included thereafter as RSUs for purposes of this Agreement.

7. Issuance of Shares. The Company shall not be obligated to issue any shares of Common Stock if counsel to the Company determines that such issuance would violate any applicable law or any rule or regulations of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the issuance of shares of Common Stock to comply with any such law, rule, regulations or agreement.

8. Shareholder Rights. The Grantee shall have no rights of a shareholder with respect to shares of Common Stock subject to this Award unless and until such time as this Award has been paid pursuant to Section 3 and shares of Common Stock have been issued to the Grantee.

9. Stock Certificates. Certificates or other evidences of or representing the Common Stock issued pursuant to this Award will bear all legends required by law and necessary or advisable to effectuate the provisions of the Plan and this Award. The Company may place a "stop transfer" order against shares of the Common Stock issued or issuable pursuant to this Award until all restrictions and conditions set forth in the Plan or this Agreement and in the legends referred to in this Section 9 have been complied with.

10. Tax Consequences; Withholding of Taxes. The Grantee acknowledges that the Grantee has reviewed, or has had the opportunity to review, with the Grantee's own tax advisors the federal, state, and local tax consequences of this investment and the transactions contemplated by this Agreement. The Grantee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's own tax liability that may arise as a result of the transactions contemplated by this Agreement. No shares of Common Stock that may be acquired hereunder shall be issued in respect of the Grantee unless the withholding obligation under applicable tax laws or regulations imposed upon the Company with respect to the issuance of such shares of Common Stock has been remitted to the Company or unless provisions to pay such withholding requirements have been made to the satisfaction of the Committee. The Committee may make such provisions as it may deem appropriate for the withholding of any taxes which it determines is required in connection with this Award; provided that the Grantee, in his or her sole discretion, may elect to surrender, or direct the Company to withhold from the vested RSUs and dividend equivalent Restricted Stock Units, shares of Common Stock in such number as necessary to satisfy the tax withholding obligation. In addition, the Grantee may pay all or any portion of the taxes required to be withheld by the Company or paid by the Grantee in connection with the settlement of the RSUs hereunder by delivering cash, check or cash equivalents. The Grantee must make the foregoing election on or before the date that the amount of tax to be withheld is determined.

11. Restrictive Covenants. The Grantee acknowledges and agrees that the restrictions in this Section 11 are necessary to protect the goodwill of the Company and the Confidential Information (as defined below) provided by the Company to the Grantee pursuant to this Agreement or otherwise.

(a) Confidential Information. The Grantee acknowledges that, by virtue of his or her service to the Company and any of its affiliates either as an Employee or if applicable, as a Non-Employee Director, the Company has provided and promises to provide the Grantee with Confidential Information (as defined below). The Grantee shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliates, and their respective businesses, which shall have been obtained by the Grantee during the Grantee's service to the Company or any of its affiliates either as an Employee or if applicable, as a Non-Employee Director, and which shall not be or become public knowledge (other than by acts by the Grantee or representatives of the Grantee in violation of this Agreement) ("Confidential Information"). After termination of the Grantee's employment with the Company, the Grantee shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those persons designated by it. In accordance with the Defend Trade Secrets Act of 2016, the Grantee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (x) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, nothing in this Agreement shall limit the Grantee's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information. Nothing in this Agreement shall be construed to prohibit Employee from engaging in protected concerted activity under the National Labor Relations Act for the purpose of collective bargaining or other mutual aid or protection, including, without limitation, (A) making disclosures concerning this Agreement in aid of such concerted activities; (B) filing unfair labor practice charges; (C) assisting others who are filing such charges; and (D) cooperating with the investigative process of the National Labor Relations Board or other government agencies.

(b) Non-Competition. During the Vesting Period, in order to protect all Confidential Information, the Grantee agrees that to the fullest extent permitted by law, the Grantee shall not engage or be engaged in any aspect whatsoever of any of the following lines of business: (i) the production (including any associated mining), distribution, marketing or sale of cement (including Portland cement, oil well cement and blended cements), slag, slag cement, masonry cement, fly-ash, pozzolan or clinker; (ii) the production, distribution or marketing of readymix concrete; (iii) the mining, extraction, production or marketing of crushed stone, sand, gravel and aggregates; (iv) the production (including any associated mining), distribution, marketing or sale of gypsum wallboard; (v) the production, distribution, marketing or sale of recycled paperboard; or (vi) any other line of business engaged in by the Company or any of its affiliates (each a "Line of Business"), either directly or indirectly as an individual, or as an employee, associate, partner, stockholder, consultant, owner, manager, agent or otherwise or by means of any corporate or other device, either on his or her own behalf in the

Restricted Areas (as defined below) or on behalf of others who are engaged in any Line of Business (either directly or through an affiliate (including by virtue of having an affiliate in the Restricted Areas)) in the Restricted Areas; provided, that, notwithstanding the foregoing, the Grantee may invest in securities of any entity, solely for investment purposes and without participating in the business thereof, if (A) such securities are traded on any national securities exchange or the National Association of Securities Dealers, Inc. Automated Quotation System, (B) the Grantee is not a controlling person of, or a member of a group which controls, such entity, and (C) the Grantee does not, directly or indirectly, own 1% or more of any class of securities of such entity. The "Restricted Areas" are, specific to each Line of Business, the geographic areas in which the Company or any of its affiliates engages in the following activities for such Line of Business: (x) operates a manufacturing facility or other facility engaged in business operations; (y) engages in the distribution or sale of its products; or (z) is actively pursuing a strategic initiative (including a merger, acquisition or business expansion) that would reasonably be expected to result in the Company or any of its affiliates engaging in the activities described in clause (x) or (y) above, of which (in the case of this clause (z)) the Company has informed the Grantee or in respect of which the Grantee has performed any services.

(c) Non-Solicitation. During the Vesting Period, the Grantee will not, directly or indirectly, in any manner (i) (x) solicit or attempt to solicit any individual that is an employee of the Company or its affiliates ("Employee"), (y) encourage any person (other than the Company) to solicit any Employee, or (z) otherwise encourage any Employee to discontinue his or her employment with the Company or one of its affiliates; provided, that this Agreement shall not prohibit any advertisement or general solicitation (or hiring as a result thereof) that is not specifically targeted at such persons; (ii) solicit any customer who currently is a customer of the Company or its affiliates for the purpose of providing, distributing or selling products or services similar to those sold or provided by the Company; or (iii) persuade or attempt to persuade any customer or supplier of the Company (or any of its affiliates) to terminate or modify such customer's or supplier's relationship with the Company (or any of its affiliates).

(d) Remedies. In the event of the Grantee's breach or threatened breach of this Section 11, in addition to any other remedies, the Company shall be entitled to specific performance and/or a temporary or permanent injunction prohibiting and enjoining the Grantee from violating the covenants set forth in this Section 11. For purposes of obtaining equitable relief, such as specific performance, a temporary restraining order, or an injunction (but not any relief to the extent it would involve the payment by the Grantee of monetary damages or the loss of a benefit under this Agreement), the Company need not prove, and the Grantee acknowledges and agrees that irreparable harm or injury will have occurred as a result of any breach of the covenants set forth in this Section 11, and the Company need not provide notice or pay bond to the maximum extent permitted by law. In the event of the Grantee's breach or threatened breach of the restrictive covenants contained in this Section 11, in addition to any other remedies available hereunder, at law or in equity, the Company shall also be entitled to recover the value of all remaining unvested RSUs, which shall be immediately forfeited by

the Grantee. The Vesting Period solely for purposes of this Section 11 shall be tolled for any period of time during which the Grantee is in violation of the restrictions in Sections 11(b) and 11(c) (e.g., in no event shall this sentence otherwise cause the Vesting Date to be delayed or the Vesting Period to be extended for purposes of Section 3).

(e) Reformation. In the event that any covenant contained in this Section 11 should ever be adjudicated to exceed the time, geographic or other limitations permitted by applicable law, then such covenant shall be reformed to the maximum time, geographic or other limitations to the maximum extent permitted by law. The covenants contained in this Section 11 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

(f) State-Specific Requirements. The effectiveness of Sections 11(b) and 11(c) shall be subject to applicable state law, such that, Sections 11(b) and/or and 11(c) shall only apply to the extent permitted under applicable federal or state law (e.g., the state law, if applicable, that may apply on a mandatory basis based on where the Grantee resides).

12.Entire Agreement; Governing Law; Venue. The Plan and this Agreement constitute the entire agreement of the Company and the Grantee (collectively, the "Parties") with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified in a manner that adversely affects the Grantee's interest hereunder except by means of a writing signed by the Parties or as otherwise permitted under the Plan or this Agreement. Nothing in the Plan and this Agreement (except as expressly provided therein or herein) is intended to confer any rights or remedies on any person other than the Parties. The Plan and this Agreement are to be construed in accordance with and governed by the internal laws of the State of Texas, without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the Parties. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts in Dallas County, Texas. Each Party irrevocably waives, to the fullest extent permitted by law, any objection which either party may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Should any provision of the Plan or this Agreement be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

13.**Jury Trial Waiver. THE GRANTEE HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM AGAINST THE COMPANY FOR BREACH OR ENFORCEMENT OF THE PLAN OR THIS AGREEMENT.**

14.Interpretive Matters. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The term "include" or "including" does not denote or imply any limitation. The

term “business day” means any Monday through Friday other than such a day on which banks are authorized to be closed in the State of Texas. The captions and headings used in this Agreement are inserted for convenience and shall not be deemed a part of this Award or this Agreement for construction or interpretation.

15.Notice. Any notice or other communication required or permitted hereunder shall be given in writing or by such electronic means, as permitted by the Committee, and shall be deemed effectively delivered or given upon receipt or, in the case of notices delivered by mail by the Company to the Grantee, on the third business day after deposit in the United States mail, postage prepaid, addressed to the Grantee at the address specified at the end of this Agreement or at such other address as the Grantee hereafter designates by written notice to the Company. By accepting this Award, the Grantee consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

16.Recoupment. This Award (and amounts paid in respect thereof) shall be subject to the terms of any recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries, including pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; provided, however, unless prohibited by applicable law, any Company recoupment (clawback) policy shall have no application to this Award (or amounts paid in respect thereof) following a Change in Control.

17.Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the Grantee, the Company and their respective permitted successors and assigns (including personal representatives, heirs and legatees), except that the Grantee may not assign any rights or obligations under this Agreement except to the extent and in the manner expressly permitted herein or pursuant to the Plan.

18.No Employment Guaranteed. No provision of this Agreement shall confer any right upon the Grantee to continued employment or service with the Company or any subsidiary.

[Signature page follows]

EAGLE MATERIALS INC.

By: _____

Name: Michael R. Haack

Its: President and CEO

Address: 5960 Berkshire Ln., Suite 900
Dallas, Texas 75225

The Grantee acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement and the Plan. The Grantee further agrees to notify the Company upon any change in the address for notice indicated in this Agreement.

GRANTEE:

Signed: _____

Name:

Mailing Address: 5960 Berkshire Ln., Suite 900
Dallas, Texas 75225

Email Address(es):

EXHIBIT 10.2

EAGLE MATERIALS INC.

2023 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT
(Performance Vesting)

Eagle Materials Inc., a Delaware corporation (the "Company"), and _____ (the "Grantee") hereby enter into this Restricted Stock Unit Award Agreement (this "Agreement") in order to set forth the terms and conditions of the Company's award to the Grantee on May 24, 2024 (the "Award Date").

1. Award. The Company hereby awards to the Grantee _____ Restricted Stock Units (this "Award") as the target amount of a performance-based Restricted Stock Unit award on the terms and subject to the conditions contained in this Agreement. Depending on the Company's performance as set forth in Section 3, the Grantee may earn 0% to 200% of the target number of Performance Share Units awarded. The term "Performance Share Units" or "PSUs" as used in this Agreement refers only to the performance-based Restricted Stock Units awarded to the Grantee under this Agreement.

2. Relationship to the Plan. This Award shall be subject to the terms and conditions of the Eagle Materials Inc. 2023 Equity Incentive Plan (as may be amended from time to time, the "Plan"), this Agreement and such administrative interpretations of the Plan, if any, as may be in effect on the date of this Agreement or thereafter. Except as defined herein, capitalized terms shall have the meanings ascribed to them under the Plan. For purposes of this Agreement:

(a) "Average Absolute TSR" shall be calculated based on the following formula:

Avg. A-TSR = [((Ending Price + Reinvested Dividends)/Beginning Price)^(1/3)] – 1

(b) "Average Return on Equity" shall mean: (i) the sum of the Return on Equity for each of the 3 fiscal years contained within the Performance Period; divided by (ii) 3.

(c) "Average Stockholders' Equity" for a fiscal year shall mean: (i) the Company's total stockholders' equity as of the beginning of such fiscal year plus the Company's total stockholders' equity at the end of such fiscal year; divided by (ii) 2.

(d) "Beginning Price" shall mean the average per share closing price of a share or share equivalent of Common Stock on the applicable stock exchange for the period of 20 trading days immediately preceding the first day of the Performance Period.

(e) "Disability" shall mean a disability of the Grantee as determined by the Board.

(f) "Ending Price" shall mean the average per share closing price of a share or share equivalent of Common Stock on the applicable stock exchange for the period of

20 trading days immediately preceding and including the last day of the Performance Period.

(g) "Performance Period" shall mean the period commencing on April 1, 2024 and ending on March 31, 2027.

(h) "Reinvested Dividends" shall be calculated by multiplying (i) the aggregate number of shares (including fractional shares) that could have been purchased during the Performance Period had each cash dividend paid on a single share of Common Stock during that period been immediately reinvested in additional shares (or fractional shares) of Common Stock at the closing selling price per share on the applicable ex-dividend date, using the closing price on such date, by (ii) the Ending Price. Each of the foregoing amounts will be equitably adjusted for stock splits, stock dividends, recapitalizations and other similar events affecting the shares.

(i) "Retirement" shall mean the retirement of the Grantee as approved by the Board.

(j) "Return on Equity" for a fiscal year shall mean the following calculation (as determined by the Committee): (i) the net earnings of the Company for such fiscal year; divided by (ii) the Company's Average Stockholders' Equity for such fiscal year.

(k) "Vesting Date" shall mean, with respect to the Performance Period, the fifth business day following the Certification Date (as defined below).

(l) "Vesting Period" shall mean the period commencing on the Award Date and ending on the Vesting Date.

3. Vesting.

(a) Performance Criteria. The number of PSUs that may be earned hereunder shall be based on the achievement of the performance criteria set forth below, and the percentage of such PSUs that may vest (the "Vesting Percentage") will be equal to the percentage of target PSUs earned, as modified by the TSR modifier and further qualified below.

Performance Level	Average Return on Equity	Percentage of Target PSUs Earned	Average Absolute TSR	TSR Modifier to Percentage of Target PSUs Earned	Vesting Percentage of Target PSUs
Maximum	≥ 20.0%	150.00%	≥ 12.0%	1.33x	200.00%
Target	15.0%	100.00%	8.0%	1.00x	100.00%
Threshold	10.0%	50.00%	0.0%	1.00x	50.00%

; provided, that (i) the percentage of the target PSUs earned and the TSR Modifier, respectively, shall be calculated based on straight-line interpolation between the points shown above with fractional points rounded up to the nearest hundredth of a percent; (ii) if Average Absolute TSR is less than threshold, then the Vesting Percentage is capped at 100.0%, even if Average Return on Equity is greater than target; and (iii) if Average Absolute TSR is greater than 20.0%, then

the Vesting Percentage shall be no less than 100.0%, even if Average Return on Equity is less than target or threshold.

After the end of the Performance Period, the Committee shall certify the Vesting Percentage ("Certification Date"), with such Certification Date occurring no later than 90 days from the end of the Performance Period, and the PSUs, if earned, shall vest and be payable in Common Stock as set forth in Section 3(b) below. Upon the Certification Date, any portion of the PSUs that are not earned in accordance with the provisions above shall be immediately and automatically forfeited.

(b) Shares Payable. On the Vesting Date, a number of PSUs equal to the target number of PSUs awarded in this Agreement multiplied by the Vesting Percentage will vest and be converted into shares of Common Stock on a one-for-one basis, rounding up to the next whole share. The resulting shares of Common Stock will be issued to the Grantee promptly, and in any event within 60 days, following the Vesting Date. Notwithstanding the foregoing, the Committee may, in its sole discretion, settle this Award or portion thereof in the form of a cash payment equal in the value of the shares of Common Stock that would otherwise be payable hereunder.

(c) Forfeiture. Subject to Section 4, the Grantee must be in continuous service as an Employee or, if applicable, as a Non-Employee Director for purposes of Section 1.4 of the Plan ("Continuous Service") from the Award Date through the Vesting Date for any unvested PSUs, if earned, to become vested. Subject to Section 4, the termination of such Continuous Service prior to the Vesting Date shall cause all unvested PSUs to be automatically forfeited as of the date of such termination of Continuous Service.

(d) Calculations and Adjustments. The Committee shall have the authority to approve the calculations involving Average Return on Equity and Average Absolute TSR for purposes of vesting, and its approval of such calculations shall be final, conclusive and binding on all parties; provided, that Average Return on Equity and Average Absolute TSR and calculation of actual results, in each case, shall be equitably adjusted as determined by the Committee in its discretion, including, without limitation, to account for (i) any business acquisition or disposition (including spin-offs) that occurs after the Award Date, including any related impairments, write-downs, gains or losses; (ii) the impact of litigation matters (including legal fees, settlements and adjustments) in the event that the amount exceeds $5 million in the aggregate; and (iii) the impact of extraordinary items not related to the Company's current or ongoing business operations, including impairments, write-downs or other significant non-operational charges. Without limiting the generality of the foregoing, in the event the Company determines to effect a spin-off that will occur prior to the end of the Performance Period, the Committee shall have the discretion to determine the extent to which Average Return on Equity and Average Absolute TSR shall be deemed to have been satisfied through the effective date of such spin-off or earlier, as determined by the Committee and such determination date shall constitute the Certification Date hereunder.

4. Change in Control; Death, Disability or Retirement.

(a) Change in Control. Notwithstanding Section 3, if the Grantee has been in Continuous Service from the Award Date through the occurrence of a Change in Control, then, in the event of the occurrence of such a Change in Control, any vesting of the PSUs will remain subject to the applicable provisions of the Plan, including, but not limited to, Sections 1.3 and 5.8 thereof.

(b) Death, Disability or Retirement. Notwithstanding Section 3(c), in the event the Grantee's Continuous Service terminates by reason of death, Disability or Retirement, and in each case, such termination occurs on or after the first anniversary of the commencement of the Performance Period and prior to the Vesting Date, then subject to the restrictive covenants in Section 11, as applicable, any then-unvested PSUs (and any related dividend equivalents described in Section 5) not previously forfeited shall remain eligible to vest pursuant to Section 3 on the Vesting Date as if the Grantee had remained in such Continuous Service following such termination, it being understood that any PSUs (and any related dividend equivalents described in Section 5) that are not earned with respect to the Performance Period shall be forfeited.

(c) Other Termination. Notwithstanding Section 3(c) above, in the event the Grantee's Continuous Service terminates (other than a termination by reason of death, Disability or Retirement pursuant to Section 4(b) or termination for "cause") after the end of the Performance Period but before the Vesting Date, then subject to the restrictive covenants below in Section 11, as applicable, the then-unvested PSUs (and any related dividend equivalents described in Section 5 below) not previously forfeited shall remain eligible to vest pursuant to Section 3 above on the Vesting Date as if the Grantee had remained in such Continuous Service following such termination until such Vesting Date, it being understood that (i) in the event such termination occurs before the end of the Performance Period the PSUs (and any related dividend equivalents described in Section 5 below) shall be automatically forfeited, and (ii) any PSUs (and any related dividend equivalents described in Section 5) that are not earned with respect to the Performance Period shall be forfeited.

5. Dividend Equivalents. Subject to the vesting of the PSUs in accordance with this Agreement, the Grantee shall be entitled to earn dividend equivalent Restricted Stock Units as follows and pursuant to this Section 5. As and when a dividend payment is made with respect to a share of Common Stock, such dividend payment shall be multiplied by, as applicable, (a) the original target amount of PSUs awarded under this Agreement, or (b) the number of the Deemed Target PSUs (as defined below) that are then in effect under this Section 5 (i.e., immediately prior to such dividend payment); provided that the record date for such dividend payment occurs on or after the Award Date. Immediately thereafter, (i) the resulting amount that is determined pursuant to the preceding sentence shall be credited to a book entry account on behalf of the Grantee, and (ii) the amount of such book entry account shall be deemed to be reinvested in shares of Common Stock based on the then-Fair Market Value of such Common Stock ("Reinvested Shares"). At such time, (x) the number of such Reinvested Shares shall be deemed to be held by the Grantee in the form of additional Restricted Stock Units under this Agreement (i.e., as dividend equivalent Restricted Stock Units), and (y) the target amount of PSUs under this Agreement shall be deemed to be increased by the number of such additional

Restricted Stock Units (as increased, the "Deemed Target PSUs"). For purposes of the preceding sentence, the number of such additional Restricted Stock Units shall be equal to the number of Reinvested Shares on a one-for-one basis. For the avoidance of doubt, any such dividend equivalent Restricted Stock Units shall be subject to the same vesting and forfeiture conditions that apply to the PSUs originally awarded under this Agreement. The number of dividend equivalent Restricted Stock Units that become vested in accordance with this Agreement shall be converted into shares of Common Stock on a one-for-one basis and issued to the Grantee at the time shares of Common Stock are issued to the Grantee in accordance with, and subject to, Section 3(b).

6. Corporate Events. If, from time to time prior to the issuance of shares of Common Stock under Section 3(b), there is any equity restructuring affecting the outstanding Common Stock that causes the per share value of Common Stock to change, the PSUs and other applicable terms of this Award shall be adjusted in accordance with the provisions of Section 5.7 of the Plan. Any and all new, substituted or additional securities to which the Grantee may be entitled by reason of this Award because of an equity restructuring shall be immediately subject to the restrictions set forth herein (as may be modified pursuant to this Agreement) and included thereafter as PSUs for purposes of this Agreement.

7. Issuance of Shares. The Company shall not be obligated to issue any shares of Common Stock if counsel to the Company determines that such issuance would violate any applicable law or any rule or regulations of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the issuance of shares of Common Stock to comply with any such law, rule, regulations or agreement.

8. Shareholder Rights. The Grantee shall have no rights of a shareholder with respect to shares of Common Stock subject to this Award unless and until such time as this Award has been paid pursuant to Section 3 and shares of Common Stock have been issued to the Grantee.

9. Stock Certificates. Certificates or other evidences of or representing the Common Stock issued pursuant to this Award will bear all legends required by law and necessary or advisable to effectuate the provisions of the Plan and this Award. The Company may place a "stop transfer" order against shares of the Common Stock issued or issuable pursuant to this Award until all restrictions and conditions set forth in the Plan or this Agreement and in the legends referred to in this Section 9 have been complied with.

10.Tax Consequences; Withholding of Taxes. The Grantee acknowledges that the Grantee has reviewed, or has had the opportunity to review, with the Grantee's own tax advisors the federal, state, and local tax consequences of this investment and the transactions contemplated by this Agreement. The Grantee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's own tax liability that may arise as a result of the transactions contemplated by this Agreement. No shares of Common Stock that may be acquired hereunder shall be issued in respect of the Grantee unless the withholding obligation under applicable tax laws or regulations imposed upon the Company with respect to the issuance of such shares of Common Stock has been remitted to the Company or unless provisions to pay such withholding requirements have been made to the satisfaction of the Committee. The Committee may make such provisions as it may deem appropriate for the withholding of any taxes which it determines is required in connection with this Award; provided that the Grantee, in his or her sole discretion, may elect to surrender, or direct the Company to withhold from the vested PSUs and dividend equivalent Restricted Stock Units, shares of

Common Stock in such number as necessary to satisfy the tax withholding obligation. In addition, the Grantee may pay all or any portion of the taxes required to be withheld by the Company or paid by the Grantee in connection with the settlement of the PSUs hereunder by delivering cash, check or cash equivalents. The Grantee must make the foregoing election on or before the date that the amount of tax to be withheld is determined.

11.Restrictive Covenants. The Grantee acknowledges and agrees that the restrictions in this Section 11 are necessary to protect the goodwill of the Company and the Confidential Information (as defined below) provided by the Company to the Grantee pursuant to this Agreement or otherwise.

(a) Confidential Information. The Grantee acknowledges that, by virtue of his or her service to the Company and any of its affiliates either as an Employee or if applicable, as a Non-Employee Director, the Company has provided and promises to provide the Grantee with Confidential Information (as defined below). The Grantee shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliates, and their respective businesses, which shall have been obtained by the Grantee during the Grantee's service to the Company or any of its affiliates either as an Employee or if applicable, as a Non-Employee Director, and which shall not be or become public knowledge (other than by acts by the Grantee or representatives of the Grantee in violation of this Agreement) ("Confidential Information"). After termination of the Grantee's employment with the Company, the Grantee shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those persons designated by it. In accordance with the Defend Trade Secrets Act of 2016, the Grantee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (x) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, nothing in this Agreement shall limit the Grantee's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information. Nothing in this Agreement shall be construed to prohibit Employee from engaging in protected concerted activity under the National Labor Relations Act for the purpose of collective bargaining or other mutual aid or protection, including, without limitation, (A) making disclosures concerning this Agreement in aid of such concerted activities; (B) filing unfair labor practice charges; (C) assisting others who are filing such charges; and (D) cooperating with the investigative process of the National Labor Relations Board or other government agencies.

(b) Non-Competition. During the Vesting Period, in order to protect all Confidential Information, the Grantee agrees that to the fullest extent permitted by law, the Grantee shall not engage or be engaged in any aspect whatsoever of any of the following lines of business: (i) the production (including any associated mining), distribution, marketing or sale of cement (including Portland cement, oil well

cement and blended cements), slag, slag cement, masonry cement, fly-ash, pozzolan or clinker; (ii) the production, distribution or marketing of readymix concrete; (iii) the mining, extraction, production or marketing of crushed stone, sand, gravel and aggregates; (iv) the production (including any associated mining), distribution, marketing or sale of gypsum wallboard; (v) the production, distribution, marketing or sale of recycled paperboard; or (vi) any other line of business engaged in by the Company or any of its affiliates (each a "Line of Business"), either directly or indirectly as an individual, or as an employee, associate, partner, stockholder, consultant, owner, manager, agent or otherwise or by means of any corporate or other device, either on his or her own behalf in the Restricted Areas (as defined below) or on behalf of others who are engaged in any Line of Business (either directly or through an affiliate (including by virtue of having an affiliate in the Restricted Areas)) in the Restricted Areas; provided, that, notwithstanding the foregoing, the Grantee may invest in securities of any entity, solely for investment purposes and without participating in the business thereof, if (A) such securities are traded on any national securities exchange or the National Association of Securities Dealers, Inc. Automated Quotation System, (B) the Grantee is not a controlling person of, or a member of a group which controls, such entity, and (C) the Grantee does not, directly or indirectly, own 1% or more of any class of securities of such entity. The "Restricted Areas" are, specific to each Line of Business, the geographic areas in which the Company or any of its affiliates engages in the following activities for such Line of Business: (x) operates a manufacturing facility or other facility engaged in business operations; (y) engages in the distribution or sale of its products; or (z) is actively pursuing a strategic initiative (including a merger, acquisition or business expansion) that would reasonably be expected to result in the Company or any of its affiliates engaging in the activities described in clause (x) or (y) above, of which (in the case of this clause (z)) the Company has informed the Grantee or in respect of which the Grantee has performed any services.

(c) Non-Solicitation. During the Vesting Period, the Grantee will not, directly or indirectly, in any manner (i) (x) solicit or attempt to solicit any individual that is an employee of the Company or its affiliates ("Employee"), (y) encourage any person (other than the Company) to solicit any Employee, or (z) otherwise encourage any Employee to discontinue his or her employment with the Company or one of its affiliates; provided, that this Agreement shall not prohibit any advertisement or general solicitation (or hiring as a result thereof) that is not specifically targeted at such persons; (ii) solicit any customer who currently is a customer of the Company or its affiliates for the purpose of providing, distributing or selling products or services similar to those sold or provided by the Company; or (iii) persuade or attempt to persuade any customer or supplier of the Company (or any of its affiliates) to terminate or modify such customer's or supplier's relationship with the Company (or any of its affiliates).

(d) Remedies. In the event of the Grantee's breach or threatened breach of this Section 11, in addition to any other remedies, the Company shall be entitled to specific performance and/or a temporary or permanent injunction prohibiting and enjoining the Grantee from violating the covenants set forth in this Section 11. For purposes of obtaining equitable relief, such as specific performance, a

temporary restraining order, or an injunction (but not any relief to the extent it would involve the payment by the Grantee of monetary damages or the loss of a benefit under this Agreement), the Company need not prove, and the Grantee acknowledges and agrees that irreparable harm or injury will have occurred as a result of any breach of the covenants set forth in this Section 11, and the Company need not provide notice or pay bond to the maximum extent permitted by law. In the event of the Grantee's breach or threatened breach of the restrictive covenants contained in this Section 11, in addition to any other remedies available hereunder, at law or in equity, the Company shall also be entitled to recover the value of all remaining unvested PSUs, which shall be immediately forfeited by the Grantee. The Vesting Period solely for purposes of this Section 11 shall be tolled for any period of time during which the Grantee is in violation of the restrictions in Sections 11(b) and 11(c) (e.g., in no event shall this sentence otherwise cause the Vesting Date to be delayed or the Vesting Period to be extended for purposes of Section 3).

(e) Reformation. In the event that any covenant contained in this Section 11 should ever be adjudicated to exceed the time, geographic or other limitations permitted by applicable law, then such covenant shall be reformed to the maximum time, geographic or other limitations to the maximum extent permitted by law. The covenants contained in this Section 11 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

(f) State-Specific Requirements. The effectiveness of Sections 11(b) and 11(c) shall be subject to applicable state law, such that, Sections 11(b) and/or and 11(c) shall only apply to the extent permitted under applicable federal or state law (e.g., the state law, if applicable, that may apply on a mandatory basis based on where the Grantee resides).

12.Entire Agreement; Governing Law; Venue. The Plan and this Agreement constitute the entire agreement of the Company and the Grantee (collectively, the "Parties") with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified in a manner that adversely affects the Grantee's interest hereunder except by means of a writing signed by the Parties or as otherwise permitted under the Plan or this Agreement. Nothing in the Plan and this Agreement (except as expressly provided therein or herein) is intended to confer any rights or remedies on any person other than the Parties. The Plan and this Agreement are to be construed in accordance with and governed by the internal laws of the State of Texas, without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the Parties. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts in Dallas County, Texas. Each Party irrevocably waives, to the fullest extent permitted by law, any objection which either party may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Should any provision of the Plan or this Agreement be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the

fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

13.Jury Trial Waiver. **THE GRANTEE HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM AGAINST THE COMPANY FOR BREACH OR ENFORCEMENT OF THE PLAN OR THIS AGREEMENT.**

14.Interpretive Matters. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The term "include" or "including" does not denote or imply any limitation. The term "business day" means any Monday through Friday other than such a day on which banks are authorized to be closed in the State of Texas. The captions and headings used in this Agreement are inserted for convenience and shall not be deemed a part of this Award or this Agreement for construction or interpretation.

15.Notice. Any notice or other communication required or permitted hereunder shall be given in writing or by such electronic means, as permitted by the Committee, and shall be deemed effectively delivered or given upon receipt or, in the case of notices delivered by mail by the Company to the Grantee, on the third business day after deposit in the United States mail, postage prepaid, addressed to the Grantee at the address specified at the end of this Agreement or at such other address as the Grantee hereafter designates by written notice to the Company. By accepting this Award, the Grantee consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

16.Recoupment. This Award (and amounts paid in respect thereof) shall be subject to the terms of any recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries, including pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; provided, however, unless prohibited by applicable law, any Company recoupment (clawback) policy shall have no application to this Award (or amounts paid in respect thereof) following a Change in Control.

17.Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the Grantee, the Company and their respective permitted successors and assigns (including personal representatives, heirs and legatees), except that the Grantee may not assign any rights or obligations under this Agreement except to the extent and in the manner expressly permitted herein or pursuant to the Plan.

18.No Employment Guaranteed. No provision of this Agreement shall confer any right upon the Grantee to continued employment or service with the Company or any subsidiary.

[Signature page follows]

EAGLE MATERIALS INC.

By: _____

Name: Michael R. Haack

Its: President and CEO

Address: 5960 Berkshire Ln., Suite 900
Dallas, Texas 75225

The Grantee acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of this Agreement and the Plan. The Grantee further agrees to notify the Company upon any change in the address for notice indicated in this Agreement.

GRANTEE:

Signed: _____

Name:

Mailing Address: 5960 Berkshire Ln., Suite 900
Dallas, Texas 75225

Email Address(es):

EXHIBIT 10.3

EAGLE MATERIALS INC.

AMERICAN GYPSUM COMPANY
SALARIED INCENTIVE COMPENSATION PROGRAM
FOR FISCAL YEAR 2025*

(as adopted by the Board of Directors on May 16, 2024)

1. Purpose

The purpose of the American Gypsum Company Salaried Incentive Compensation Program for Fiscal Year 2025 (the "Program") is to establish an incentive bonus program which: (i) focuses on the performance of American Gypsum Company LLC ("American") as well as individual performance; and (ii) aligns the interest of participants with those of the stockholders of Eagle Materials Inc. ("Eagle"). The Program is adopted by the Board of Directors. The Program shall be in effect for the fiscal year ending March 31, 2025.

2. Administration

The Program shall be administered by the Compensation Committee of the Board (the "Committee") and, to the extent specified herein, Eagle's Chief Executive Officer (the "Administrator"), it being understood that the Committee shall retain all authority with respect to awards to any senior executive officers who are required to make disclosures under Section 16 of the Securities Exchange Act of 1934, as amended. The Committee and, to the extent specified herein, the Administrator shall have complete discretion and authority to administer the Program (which may include the delegation of any ministerial administrative duties hereunder to Eagle or American employees, as appropriate, the adoption of rules, regulations and guidelines for carrying out the Program, etc.) and to interpret the provisions of the Program. Any determination, decision, or action of the Committee or, to the extent specified herein, the Administrator in connection with the construction, interpretation, administration or application of the Program shall be binding and conclusive upon all persons, and shall be given the maximum deference permitted by law; provided that the Committee shall have the authority to override any determination, decision or action of the Administrator. The Committee may amend or terminate the Program by adoption of a written instrument at any time without the consent of any participant.

None of the Administrator, nor any member of the Committee, nor any of their delegees pursuant to this Section 2, shall be liable for anything done or omitted to be done by such individual or by any other member of the Committee in connection with the performance of any duties under the Program, except for such individual's own willful misconduct or as expressly provided by statute.

3. Eligibility

Senior management within American will be eligible to participate in the Program. Additional participants who have management responsibilities or are in a professional capacity that can measurably impact earnings may be recommended by such senior management, subject to the approval of the Administrator. The addition of new Program participants will not affect the total pool available but will in effect dilute the potential bonuses of the original participants.

A participant must be an exempt salaried manager or professional. No hourly or non-exempt employee may participate.

4. Bonus Pool

To insure reasonableness and affordability the available funds for bonus payments are determined as a percent of the EBITDA of American. The actual percentage may vary from year to year. For Fiscal Year 2025, the bonus pool will be equal to **2.0%** of American's EBITDA.

5. Vesting; Payment

Notwithstanding anything to the contrary in the Program:

(a) if American's EBITDA for Fiscal Year 2025 (as determined by the Committee) is less than 50% of budget, then no funds shall be available for the bonus pool;

(b) a participant may not receive a bonus payment under the Program in excess of the lesser of (i) two times (2X) such participant's annual base salary and (ii) a maximum dollar amount established by the Administrator or the Committee;

(c) the Program shall not constitute a promise by Eagle to make any payment to a participant or to continue such participant's participation in the Program for any future fiscal year;

(d) no participant shall become vested in or entitled to any bonus payment hereunder (to the extent such bonus payment is earned) in advance of such participant's receipt of the bonus payment (the "Payment Effective Time"), unless otherwise determined by the Administrator or Committee in its sole discretion, it being understood that the Payment Effective Time shall occur as soon as practicable, and in any event within 60 days, following the completion of Fiscal Year 2025—accordingly, unless otherwise determined in the sole discretion of the Administrator or Committee, a participant's termination of employment for any reason prior to the Payment Effective Time shall result in the forfeiture of his or her bonus award; and

(e) for the avoidance of doubt, bonus payments may be adjusted by the Administrator or Committee for partial-year participation for participants who are not otherwise eligible employees as of the commencement of Fiscal Year 2025.

Any portion of the bonus pool not paid out (unearned) or forfeited will be added to the Special Situation Program (the "SSP").

6. Allocation of Pool

Participants that are Section 16 officers will be eligible for a percentage of the consolidated cement pool, which percentage shall be recommended by the Administrator and shall be approved by the Committee. The American President will recommend the distribution of the remainder of

the bonus pool, subject to the approval of the Administrator. For each participant in the Program, the maximum annual bonus award opportunity is represented by the percentage of the pool assigned to such participant, subject to the limitations set forth in Section 5 above.

7. Goals and Objectives

At the beginning of the fiscal year goals and objectives shall be established for each participant. The American President's bonus opportunity shall be 50% goal-based, 10% budget-based and 40% discretionary taking into consideration overall job performance and compliance with Eagle Policies and Code of Ethics. All participants in the Program must have the ability to significantly affect the performance of the subsidiary company by achieving measurable, quantifiable objectives. The American President will determine the objective and discretionary balance of bonus opportunities for the other participants in the Program, subject to approval by the Administrator.

The actual bonus award paid at the end of the fiscal year shall be based on the individual participant's performance relative to the previously established goals and objectives and the participant's individual performance during the fiscal year. The goals and objectives to be used for participants in the Program may be comprised of objective and subjective criteria. Objectives should be measurable and focus on areas that have meaningful impact on our operational performance.

8. No Employment Guaranteed

No provision of the Program shall confer any right upon any participant to continued employment.

9. Governing Law

The Program and all determinations made and actions taken pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction.

10. Recoupment

The Program (and amounts paid in respect hereof) shall be subject to the terms of any clawback or recoupment policy of Eagle as in effect from time to time, as well as any recoupment/forfeiture provisions that are otherwise required by law.

11. Tax Withholding

Eagle shall withhold all applicable taxes and other amounts required by law to be withheld from any payment hereunder, including any non-U.S., federal, state, and local taxes.

12. Section 409A Matters

For the avoidance of doubt, payments under the Program are intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), to the maximum extent possible as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4) and, if not exempt, are intended to comply with Section 409A of the Code. The Program shall be interpreted and construed consistent with such intent. In the event the terms of the Program would subject a

participant to taxes, penalties or interest under Section 409A of the Code ("409A Penalties"), the Committee may (in its discretion but without an obligation to do so) amend the terms of the Program to avoid such 409A Penalties, which such amendments will, to the extent possible, be effected in a manner that does not adversely affect the rights of any participant; provided that in no event shall Eagle be responsible for any 409A Penalties that arise in connection with the Program or any amounts payable under the Program. If a participant is a "specified employee" (within the meaning of Section 409A of the Code), then any payment that is payable on account of the participant's "separation from service", as that term is defined for purposes of Section 409A of the Code, shall be made on the first business day following the six-month anniversary of such participant's "separation from service" (or, if earlier, the date of such participant's death) if and to the extent that such payment constitutes non-qualified deferred compensation under Section 409A of the Code and such deferral is required to comply with the requirements of Section 409A of the Code. To the extent any amounts payable under the Program constitute non-qualified deferred compensation under Section 409A of the Code and are payable by reference to a participant's "termination of employment" or "termination of service," such term and similar terms shall be deemed to refer to such participant's "separation from service" within the meaning of Section 409A of the Code.

*Note: On May 16, 2024, the Compensation Committee approved this program. The Compensation Committee also determined the percentage of the pool available for payment of the annual incentive bonus to the following named executive officer participating in the program: Eric Cribbs, 6.5% (subject to a Committee-imposed cap of $450,000).

EXHIBIT 10.4

EAGLE MATERIALS INC.

CEMENT COMPANIES
SALARIED INCENTIVE COMPENSATION PROGRAM
FOR FISCAL YEAR 2025*

(as adopted by the Board of Directors on May 16, 2024)

1. Purpose

The purpose of the Eagle Materials Inc. Cement Companies Salaried Incentive Compensation Program for Fiscal Year 2025 (the "Program") is to establish an incentive bonus program which: (i) focuses on the performance of each subsidiary Cement company as well as individual performance; and (ii) aligns the interest of participants with those of the stockholders of Eagle Materials Inc. ("Eagle"). The Program is adopted by the Board of Directors. The Program shall be in effect for the fiscal year ending March 31, 2025.

2. Administration

The Program shall be administered by the Compensation Committee of the Board (the "Committee") and, to the extent specified herein, Eagle's Chief Executive Officer (the "Administrator"), it being understood that the Committee shall retain all authority with respect to awards to any senior executive officers who are required to make disclosures under Section 16 of the Securities Exchange Act of 1934, as amended ("Section 16 officers"). The Committee and, to the extent specified herein, the Administrator shall have complete discretion and authority to administer the Program (which may include the delegation of any ministerial administrative duties hereunder to Eagle or American employees, as appropriate, the adoption of rules, regulations and guidelines for carrying out the Program, etc.) and to interpret the provisions of the Program. Any determination, decision, or action of the Committee or, to the extent specified herein, the Administrator in connection with the construction, interpretation, administration or application of the Program shall be binding and conclusive upon all persons, and shall be given the maximum deference permitted by law; provided that the Committee shall have the authority to override any determination, decision or action of the Administrator. The Committee may amend or terminate the Program by adoption of a written instrument at any time without the consent of any participant.

None of the Administrator, nor any member of the Committee, nor any of their delegees pursuant to this Section 2, shall be liable for anything done or omitted to be done by such individual or by any other member of the Committee in connection with the performance of any duties under the Program, except for such individual's own willful misconduct or as expressly provided by statute.

3. Eligibility

Senior management within Eagle's Cement division will be eligible to be participants in the Program. Additional participants who have management responsibilities or are in a professional capacity that can measurably impact earnings may be recommended by such senior management, subject to the approval of the Administrator. The addition of new participants will

not affect the total pool available but will in effect dilute the potential bonuses of the original participants.

A participant must be an exempt salaried manager or professional. No hourly or non-exempt employee may participate.

4. Bonus Pool

To insure reasonableness and affordability the available funds for bonus payments are determined as a percent of the EBITDA of each of the Cement companies of Eagle. The actual percentage may vary from year to year. For Fiscal Year 2025, each subsidiary Cement company will contribute **1.9%** of its EBITDA to a consolidated bonus pool.

5. Vesting; Payment

Notwithstanding anything to the contrary in the Program:

(a) if the consolidated Cement EBITDA for Fiscal Year 2025 (as determined by the Committee) is less than 50% of budget, then no funds shall be available for the bonus pool;

(b) a participant may not receive a bonus payment under the Program in excess of the lesser of (i) two times (2X) such participant's annual base salary and (ii) a maximum dollar amount established by the Administrator or the Committee;

(c) the Program shall not constitute a promise by Eagle to make any payment to a participant or to continue such participant's participation in the Program for any future fiscal year;

(d) no participant shall become vested in or entitled to any bonus payment hereunder (to the extent such bonus payment is earned) in advance of such participant's receipt of the bonus payment (the "Payment Effective Time"), unless otherwise determined by the Administrator or Committee in its sole discretion, it being understood that the Payment Effective Time shall occur as soon as practicable, and in any event within 60 days, following the completion of Fiscal Year 2025—accordingly, unless otherwise determined in the sole discretion of the Administrator or Committee, a participant's termination of employment for any reason prior to the Payment Effective Time shall result in the forfeiture of his or her bonus award; and

(e) for the avoidance of doubt, bonus payments may be adjusted by the Administrator or Committee for partial-year participation for participants who are not otherwise eligible employees as of the commencement of Fiscal Year 2025.

Any portion of the bonus pool not paid out (unearned) or forfeited will be added to the Special Situation Program (the "SSP").

6. Allocation of Pool

Participants that are Section 16 officers will be eligible for a percentage of the consolidated cement pool, which percentage shall be recommended by the Administrator and shall be approved by the Committee. Senior management within Eagle's Cement division will recommend the distribution of the remainder of the bonus pool, subject to the approval of the Administrator. For each participant in the Program, the maximum annual bonus award opportunity is represented by the percentage of the consolidated cement bonus pool assigned to such participant, subject to the limitations set forth in Section 5 above.

7. Goals and Objectives

At the beginning of the fiscal year goals and objectives shall be established for each participant. Each senior manager's bonus opportunity shall be 50% goal-based, 10% budget-based and 40% discretionary taking into consideration overall job performance and compliance with Eagle Policies and Code of Ethics. All participants in the Program must have the ability to significantly affect the performance of the subsidiary company by achieving measurable, quantifiable objectives. The senior managers will determine the objective and discretionary balance of bonus opportunities for the other participants in the Program, subject to approval by the Administrator.

The actual bonus award paid at the end of the fiscal year shall be based on the individual participant's performance relative to the previously established goals and objectives and the participant's individual performance during the fiscal year. The goals and objectives to be used for participants in the Program may be comprised of objective and subjective criteria. Objectives should be measurable and focus on areas that have meaningful impact on our operational performance.

8. No Employment Guaranteed

No provision of the Program shall confer any right upon any participant to continued employment.

9. Governing Law

The Program and all determinations made and actions taken pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction.

10. Recoupment

The Program (and amounts paid in respect hereof) shall be subject to the terms of any clawback or recoupment policy of Eagle as in effect from time to time, as well as any recoupment/forfeiture provisions that are otherwise required by law.

11. Tax Withholding

Eagle shall withhold all applicable taxes and other amounts required by law to be withheld from any payment hereunder, including any non-U.S., federal, state, and local taxes.

12. Section 409A Matters

For the avoidance of doubt, payments under the Program are intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), to the maximum extent possible as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4) and, if not exempt, are intended to comply with Section 409A of the Code. The Program shall be interpreted and construed consistent with such intent. In the event the terms of the Program would subject a participant to taxes, penalties or interest under Section 409A of the Code ("409A Penalties"), the Committee may (in its discretion but without an obligation to do so) amend the terms of the Program to avoid such 409A Penalties, which such amendments will, to the extent possible, be effected in a manner that does not adversely affect the rights of any participant; provided that in no event shall Eagle be responsible for any 409A Penalties that arise in connection with the Program or any amounts payable under the Program. If a participant is a "specified employee" (within the meaning of Section 409A of the Code), then any payment that is payable on account of the participant's "separation from service", as that term is defined for purposes of Section 409A of the Code, shall be made on the first business day following the six-month anniversary of such participant's "separation from service" (or, if earlier, the date of such participant's death) if and to the extent that such payment constitutes non-qualified deferred compensation under Section 409A of the Code and such deferral is required to comply with the requirements of Section 409A of the Code. To the extent any amounts payable under the Program constitute non-qualified deferred compensation under Section 409A of the Code and are payable by reference to a participant's "termination of employment" or "termination of service," such term and similar terms shall be deemed to refer to such participant's "separation from service" within the meaning of Section 409A of the Code.

*Note: On May 16, 2024, the Compensation Committee approved this program. The Compensation Committee also determined the percentage of the pool available for payment of the annual incentive bonus to the following named executive officer participating in the program: Tony Thompson, 5.0% (subject to a Committee-imposed cap of $400,000).

EXHIBIT 10.5

Execution Version

PUT OPTION AGREEMENT

by and among

EAGLE MATERIALS INC.,
TLCC GP LLC,
TLCC LP LLC,
HEIDELBERG MATERIALS US, INC.

and

HM SOUTHEAST CEMENT LLC

Dated as of May 1, 2024

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PUT OPTION AGREEMENT

This PUT OPTION AGREEMENT (the "Agreement") is entered into as of May 1, 2024, by and among (a) Eagle Materials Inc., a Delaware corporation ("Eagle"), TLCC GP LLC, a Delaware limited liability company ("TLCC GP"), TLCC LP LLC, a Delaware limited liability company ("TLCC LP" and, together with Eagle and TLCC LP, the "Eagle Parties") and (b) Heidelberg Materials US, Inc., a Delaware corporation ("HM"), and HM Southeast Cement LLC, a Delaware limited liability company ("HMSC" and, together with HM, the "HM Parties").

W I T N E S S E T H:

WHEREAS, TLCC LP, TLCC GP and HMSC are parties (in their capacity as successors to the original parties) to that certain Limited Partnership Agreement of Texas Lehigh Cement Company LP, dated October 1, 2000, as amended by (i) Amendment No. 1 to Agreement of Limited Partnership, dated as of October 2, 2000, (ii) Amendment No. 2 to Agreement of Limited Partnership, dated as of January 1, 2019 and (iii) Amendment No. 3 to Agreement of Limited Partnership, dated as of September 30, 2019 (as so amended, the "Partnership Agreement"), which is the governing partnership agreement of Texas Lehigh Cement Company LP, a Texas limited partnership (the "Partnership");

WHEREAS, as of the date hereof, the Partnership Percentage Interests held by the partners of the Partnership as reflected in the Partnership Agreement are as follows:

Partner	Partnership Percentage Interest held as a General Partner	Partnership Percentage Interest held as a Limited Partner
TLCC GP	0.1%	0.0%
TLCC LP	0.0%	49.9%
HMSC	0.1%	49.9%

WHEREAS, (a) TLCC GP and TLCC LP (the "TLCC Partners") are willing to grant a put option to HMSC (the "HMSC Put Option") that will entitle HMSC to require the TLCC Partners to purchase all of the Partnership Percentage Interests held by HMSC in exchange for the payment of an amount equal to 50% of $1,100,000,000.00, subject to certain adjustments (the "Purchase Price"), and (b) HMSC is willing to grant a put option to the TLCC Partners (the "TLCC Put Option" and, together with the HMSC Put Option, the "Put Options") that will entitle the TLCC Partners to require HMSC and an Affiliate designated by it (the "Additional HM Purchaser") to purchase all of the Partnership Percentage Interests held by the TLCC Partners in exchange for the payment of the Purchase Price, in each case upon the terms and conditions set forth herein;

WHEREAS, if a Put Option is exercised in accordance with the terms of this Agreement, the parties hereto will (and, if the TLCC Put Option is exercised, HM will cause the Additional HM Purchaser to) enter into an Interest Purchase Agreement, in substantially the form attached as Exhibit A hereto (with such changes therein as shall be mutually agreed upon by the parties thereto) (the "Interest Purchase Agreement"), setting forth the terms and conditions governing (i) in the case of the exercise of the HMSC Put Option, the purchase by the TLCC Partners of all of the Partnership Percentage Interests held by HMSC and (ii) in the

case of the exercise of the TLCC Put Option, the purchase by HMSC and the Additional HM Purchaser of all of the Partnership Percentage Interests held by the TLCC Partners; and

WHEREAS, capitalized terms used herein without definition have the respective meanings set forth in Section 9.

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein, the mutual benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Grant of Put Options*.

(a) Upon the terms and subject to the conditions set forth herein, the TLCC Partners hereby grant the HMSC Put Option to HMSC.

(b) Upon the terms and subject to the conditions set forth herein, HMSC hereby grants the TLCC Put Option to the TLCC Partners.

SECTION 2. *Exercise of Put Options*.

(a) The Put Options shall (subject to the applicable proviso contained in Section 2(b) or (c)) be exercisable at any time during the period commencing on the date hereof and ending 15 months after the date hereof (the "Exercise Period"). A Put Option shall terminate and be of no further effect if it has not been exercised prior to the expiration of the Exercise Period.

(b) The HMSC Put Option may be exercised by HMSC at any time during the Exercise Period if HM or any of its subsidiaries has entered into an Outside Purchase Agreement that has become legally binding prior to or at the time such option is exercised in accordance with the last sentence of this Section 2(b); provided, however, that the HMSC Put Option may not be exercised if the TLCC Put Option has been validly exercised in accordance with Section 2(c) hereof prior to the time of exercise of the HMSC Put Option and the exercise thereof has not been subsequently revoked (it being understood that the TLCC Put Option may only be revoked upon the termination of the Outside Purchase Agreement, and in such event, the exercise of the TLCC Put Option will be deemed to have been automatically revoked and be null and void). In order to exercise the HMSC Put Option, HMSC must deliver a written notice to the TLCC Partners during the Exercise Period (i) stating that HMSC irrevocably (subject only to the proviso in the immediately preceding sentence) elects to exercise the HMSC Put Option, (ii) confirming that HM or any of its subsidiaries has entered into an Outside Purchase Agreement and representing that such agreement represents a legally binding obligation of the parties thereto and (iii) enclosing a copy of the Outside Purchase Agreement in the form executed by the parties thereto and any other information reasonably required by the Eagle Parties to confirm that HMSC has the right to exercise the HMSC Put Option.

(c) The TLCC Put Option may be exercised by the TLCC Partners at any time during the Exercise Period if Eagle or any of its subsidiaries has entered into an Outside Purchase Agreement that has become legally binding prior to or at the time such option is

exercised in accordance with the last sentence of this Section 2(c); provided, however, that the TLCC Put Option may not be exercised if the HMSC Put Option has been validly exercised in accordance with Section 2(b) hereof prior to the time of exercise of the TLCC Put Option and the exercise thereof has not been subsequently revoked (it being understood that the HMSC Put Option may only be revoked upon the termination of the Outside Purchase Agreement, and in such event, the exercise of the HMSC Put Option will be deemed to have been automatically revoked and be null and void). In order to exercise the TLCC Put Option, the TLCC Partners must deliver a written notice to HMSC during the Exercise Period (i) stating that the TLCC Partners irrevocably (subject only to the proviso in the immediately preceding sentence) elect to exercise the TLCC Put Option, (ii) confirming that Eagle or any of its subsidiaries has entered into an Outside Purchase Agreement and representing that such agreement represents a legally binding obligation of the parties thereto and (iii) enclosing a copy of the Outside Purchase Agreement in the form executed by the parties thereto and any other information reasonably required by the HM Parties to confirm that the TLCC Partners have the right to exercise the TLCC Put Option.

(d) The exercise of a Put Option may not be revoked in any manner other than as provided in Section 2(b) or (c) hereof. If a Put Option is exercised during the Exercise Period and then subsequently revoked in the manner provided in Section 2(b) or (c) hereof, the revocation thereof shall not cause the Exercise Period to terminate and does not affect the ability of HMSC or the TLCC Partners to exercise their Put Option during the remainder of the Exercise Period.

(e) The parties expressly agree that in no event shall negotiation, execution or delivery of an Outside Purchase Agreement by HM or Eagle (or any subsidiary of either such party) during the Exercise Period constitute a breach of the Partnership Agreement (it being understood that any provision of the Partnership Agreement that may prohibit or restrict a party from negotiating, executing or delivering an Outside Purchase Agreement during the Exercise Period is hereby waived).

(f) During the Exercise Period, and, if a Put Option is exercised, through the closing of the Interest Purchase Agreement, the Eagle Parties expressly agree that the TLCC Partners shall, and the HM Parties expressly agree that HMSC shall, in the ordinary course, consistent with past practices: (i) continue to perform, each of their respective obligations under the Partnership Agreement, including, but not limited to, any obligation relating to a Budget (as defined in the Partnership Agreement), any other capital spending plan or any commitment to make future contributions, in each case, that has been duly approved in accordance with the Partnership Agreement; and (ii) continue to support the Partnership's strategic projects set forth on Exhibit B.

SECTION 3. *Interest Purchase Agreement; Closing*.

(a) As promptly as practicable after the exercise of a Put Option in accordance with either Section 2(b) or (c) hereof (but in no event later than 15 days after the exercise thereof), subject only to the condition set forth in Section 3(b), the Eagle Parties and the HM Parties (and, if such Put Option was exercised by HMSC, the Additional HM Purchaser) shall execute and deliver the Interest Purchase Agreement. In the case of the exercise of the HMSC Put Option, the Purchasers under the Interest Purchase Agreement shall be the TLCC Partners and the Seller shall be HMSC. In the case of the exercise of the

TLCC Put Option, the Purchasers under the Interest Purchase Agreement shall be HMSC and the Additional HM Purchaser and the Sellers shall be the TLCC Partners. This Agreement shall survive the execution of the Interest Purchase Agreement but shall terminate upon the consummation of the purchase and sale of the Partnership Percentage Interest to be purchased and sold thereunder.

(b) Notwithstanding the other provisions of this Section 3, after the exercise of a Put Option, neither the Eagle Parties nor the HM Parties (or, if such HMSC Put Option was exercised, the Additional HM Purchaser) shall be required to execute and deliver the Interest Purchase Agreement if there has occurred after the date of this Agreement a Material Adverse Effect.

(c) The parties hereto expressly agree that the form of the Interest Purchase Agreement attached as Exhibit A hereto specifies all of the material and essential terms required to effectuate the purchase and sale of the Partnership Percentage Interests to be purchased and sold upon the exercise of the applicable Put Option (the "Subject Partnership Interests"), including the payment of the Purchase Price. Accordingly, each party agrees that the agreement on the part of the Eagle Parties and the HM Parties to enter into the Interest Purchase Agreement shall be a binding agreement on the part of such parties under the laws of the State of Delaware and may be enforced in accordance with the terms of this Agreement, including Section 13 hereof.

(d) After the Interest Purchase Agreement has been entered into in accordance with this Section 3, the closing of the purchase and sale of the Subject Partnership Interests shall be held at such time and such place as is specified in the Interest Purchase Agreement, subject to the conditions to closing set forth in such agreement.

SECTION 4. *Commercially Reasonable Efforts*.

(a) Upon the exercise of a Put Option, upon the terms and subject to the conditions of this Agreement, each of the parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including the execution and delivery of the Interest Purchase Agreement) as promptly as practicable. In addition, no party shall take any action (other than any action required to be taken under this Agreement or to which the other parties shall have granted their consent) that could reasonably be expected to materially delay the consummation of the transactions contemplated by this Agreement.

(b) Without limiting the generality of Section 4(a), after a Put Option has been exercised pursuant to this Agreement and unless the exercise thereof has been revoked (in the manner specified in Section 2(b) or (c)), no party shall seek to sell, transfer, assign or convey (collectively, "Transfer") all or any portion of its Partnership Percentage Interest, including in a transaction that would trigger the right of sale and first purchase provision contained in Section 9 of the Partnership Agreement, until the purchase and sale of the Partnership Percentage Interests resulting from the exercise of such Put Option has been consummated pursuant to the Interest Purchase Agreement entered into in accordance with Section 3(a).

(c) Prior to a Put Option being exercised pursuant to this Agreement, each of TLCC GP, TLCC LP or HMSC may, without the consent of the other parties to this Agreement, Transfer all or any portion of its respective Partnership Percentage Interest to an Affiliate of such Transferring party pursuant to Section 9.3 of the Partnership Agreement, so long as contemporaneously with the Transfer of such Partnership Percentage Interest, the Affiliate to whom such interest is Transferred joins in and executes with the other parties hereto a written amendment to this Agreement pursuant to which such Affiliate agrees to be bound by all the terms and provisions of this Agreement and to perform and discharge the obligations and liabilities which are attributable to the Partnership Percentage Interest acquired by such Affiliate.

SECTION 5. *Representations and Warranties of the Eagle Parties*. Each of the Eagle Parties hereby jointly and severally represents and warrants to the HM Parties, as of the date hereof, as follows:

(a) *Organization*. Such Eagle Party is a corporation or limited liability company (as applicable) duly incorporated or formed, validly existing and in good standing under the Laws of its state or jurisdiction of incorporation or formation.

(b) *Authorizations; Execution and Validity*. Such Eagle Party has all requisite power and authority as a corporation or limited liability company (as applicable) to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such Eagle Party of this Agreement, the performance by such Eagle Party of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of or with respect to such Eagle Party. This Agreement has been duly and validly executed and delivered by such Eagle Party and constitutes a valid and binding obligation of such Eagle Party, enforceable against such Eagle Party in accordance with its terms, subject to the Enforceability Exceptions.

(c) *No Conflict; Consents*. None of the execution and delivery by such Eagle Party of this Agreement, the performance by such Eagle Party of its obligations hereunder or the consummation by such Eagle Party of the transactions contemplated hereby will (i) violate any Law applicable to such Eagle Party, (ii) violate the Organizational Documents of such Eagle Party, (iii) violate any Order to which such Eagle Party is a party or by which it is bound, (iv) breach, result in a default under or require any consent of any other Person under the terms of any Contract to which such Eagle Party is a party or by which it is bound or (v) require any approval or consent from or filing with any Governmental Authority (except to the extent that the Interest Purchase Agreement provides that any approval or consent from or filing with any Governmental Authority is required for the consummation of the transactions contemplated thereby).

(d) *Title to Interests*. Such Eagle Party owns of record and beneficially all the Partnership Percentage Interests shown as owned by it in the recitals to this Agreement, free and clear of all Liens and other Adverse Claims, other than the restrictions on the transfer of such Partnership Percentage Interests under applicable securities laws and the terms of the Partnership Agreement.

(e) *Litigation*. There are no Legal Proceedings pending or, to such Eagle Party's knowledge, threatened against such Eagle Party that question the validity of this Agreement or any action taken or to be taken by such Eagle Party in connection with, or which seek to enjoin or to obtain monetary damages in respect of, this Agreement or the consummation by such Eagle Party of the transactions contemplated hereby.

(f) *Interest Purchase Agreement*. There is no reason known to such Eagle Party why such Eagle Party would not be able to enter into the Interest Purchase Agreement, make the representations and warranties required to be made by it thereunder or comply with its obligations thereunder.

(g) *Fees*. No Eagle Party has paid or become obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement for which the HM Parties or the Partnership or any of their respective Affiliates will have any liability or responsibility whatsoever.

Each Eagle Party hereby expressly acknowledges and agrees that the HM Parties and their respective Affiliates and Representatives have not made and shall not be deemed to have made to the Eagle Parties or their Affiliates and Representatives any representation or warranty of any kind or character in connection with the transactions contemplated by this Agreement, other than the representations of each HM Party contained in Section 6.

SECTION 6. *Representations and Warranties of the HM Parties.* Each of the HM Parties hereby jointly and severally represents and warrants to the Eagle Parties, as of the date hereof, as follows:

(a) *Organization*. Such HM Party is a corporation or limited liability company (as applicable) duly incorporated or formed, validly existing and in good standing under the Laws of its state or jurisdiction of incorporation or formation.

(b) *Authorizations; Execution and Validity*. Such HM Party has all requisite power and authority as a corporation or limited liability company (as applicable) to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such HM Party of this Agreement, the performance by such HM Party of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of or with respect to such HM Party. This Agreement has been duly and validly executed and delivered by such HM Party and constitutes a valid and binding obligation of such HM Party, enforceable against such HM Party in accordance with its terms, subject to the Enforceability Exceptions.

(c) *No Conflict; Consents.* None of the execution and delivery by such HM Party of this Agreement, the performance by such HM Party of its obligations hereunder or the consummation by such HM Party of the transactions contemplated hereby will (i) violate any Law applicable to such HM Party, (ii) violate the Organizational Documents of such HM Party, (iii) violate any Order to which such HM Party is a party or by which it is bound, (iv) breach, result in a default under or require any consent of any other Person under the terms of any Contract to which such HM Party is a party or by which it is bound or (v)

require any approval or consent from or filing with any Governmental Authority (except to the extent that the Interest Purchase Agreement provides that any approval or consent from or filing with any Governmental Authority is required for the consummation of the transactions contemplated thereby).

(d) *Title to Interests*. Such HM Party owns of record and beneficially all the Partnership Percentage Interests shown as owned by it in the recitals to this Agreement, free and clear of all Liens and other Adverse Claims, other than the restrictions on the transfer of such Partnership Percentage Interests under applicable securities laws and the terms of the Partnership Agreement.

(e) *Litigation*. There are no Legal Proceedings pending or, to such HM Party's knowledge, threatened against such HM Party that question the validity of this Agreement or any action taken or to be taken by such HM Party in connection with, or which seek to enjoin or to obtain monetary damages in respect of, this Agreement or the consummation by such HM Party of the transactions contemplated hereby.

(f) *Interest Purchase Agreement.* There is no reason known to such HM Party why such HM Party would not be able to enter into the Interest Purchase Agreement, make the representations and warranties required to be made by it thereunder or comply with its obligations thereunder.

(g) *Fees*. No HM Party has paid or become obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement for which the Eagle Parties or the Partnership or any of their respective Affiliates will have any liability or responsibility whatsoever.

Each HM Party hereby expressly acknowledges and agrees that the Eagle Parties and their respective Affiliates and Representatives have not made and shall not be deemed to have made to the HM Parties or their Affiliates and Representatives any representation or warranty of any kind or character in connection with the transactions contemplated by this Agreement, other than the representations of each Eagle Party contained in Section 5.

SECTION 7. *Further Assurances; Certain Actions; Non-Solicitation*.

(a) At any time after the exercise of a Put Option, each of the parties shall execute and deliver, or cause to be executed and delivered, such further assignments, certificates, instruments and other documents and take, or cause to be taken, such other actions as the other parties may reasonably request in order to consummate, implement, complete or perfect the transactions contemplated by this Agreement or otherwise to carry out the intent of this Agreement.

(b) From and after the date hereof, (i) Eagle shall take all actions on its part (and shall cause its subsidiaries to take all actions on their part) that are required to cause the TLCC Partners to comply with their obligations under this Agreement and (ii) HM shall take all actions on its part (and shall cause its subsidiaries to take all actions on their part) that are required to cause HMSC to comply with its obligations under this Agreement.

(c) From and after the date hereof and continuing until the termination of this Agreement, neither HMSC, on the one hand, or TLCC GP or TLCC LP, on the other hand, will provide a notice to the other pursuant to Article IV of the Partnership Agreement.

(d) Except with the prior written consent of Eagle (on behalf of the Eagle Parties) or HM (on behalf of the HM Parties), from and after the date a Put Option is exercised in accordance with this Agreement and continuing until the termination of this Agreement, each of the Eagle Parties, on the one hand, and the HM Parties, on the other hand, agrees that it shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any individual who has been employed by the Partnership within one (1) year prior to the date of such hiring or solicitation; provided, however, this Section 7(d) shall not prevent the Eagle Parties, the HM Parties or their respective Affiliates from hiring or soliciting any employee or former employee of the Partnership who (i) responds, whether directly or through a third party recruiter, to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Partnership employees or (ii) was terminated by the Partnership, without influence by such party hiring or soliciting such former employee, prior to any such hiring or solicitation.

SECTION 8. *Expenses*. Except as expressly provided in this Agreement, each of the parties shall bear its own expenses (including fees and disbursements of its counsel, accountants and other experts) incurred by it in connection with the preparation, negotiation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 9. *Definitions*.

(a) As used in this Agreement, the terms set forth below shall have the following respective meanings.

"Adverse Claim" means, with respect to any security or other financial instrument, an "adverse claim" as defined in Section 8.102(a)(1) of the Uniform Commercial Code as in effect in the State of Texas.

"Affiliate" means a Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person in question. The term "control," as used in the immediately preceding sentence, means, with respect to an entity that is a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the capital shares of such corporation and, with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"Claim" means any claim, demand or cause of action or any request for any remedy or relief of any kind, including any of the foregoing that may be asserted or may arise in a Legal Proceeding.

"Contract" means any written contract, agreement, indenture, note, bond, loan, lease, conditional sale contract, mortgage or insurance policy.

"Electronic Transmission" means any form of electronic communication (such as facsimile transmission or email) that is generally accepted as a means of communication in business matters and transactions and that creates a record that may be retained, retrieved, reviewed and directly reproduced in paper by the recipient.

"Enforceability Exceptions" means, with reference to the enforcement of the terms and provisions of this Agreement, that the enforcement thereof is or may be subject to the effect of (i) applicable bankruptcy, receivership, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and other similar Laws relating to or affecting the enforcement of the rights and remedies of creditors or parties to executory contracts generally; and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at Law or in equity) and the exercise of equitable powers by a court of competent jurisdiction.

"Entity" means any corporation, partnership, limited liability company, trust, unincorporated organization or other entity.

"Equity Securities" means (i) with respect to any corporation, all shares, interests, participations or other equivalents of capital stock of such corporation, however designated, and any warrants, options or other rights to purchase or acquire any such capital stock and any securities convertible into or exchangeable or exercisable for any such capital stock, (ii) with respect to any partnership, all partnership interests (including interests of general and limited partners), units, participations or other equivalents of partnership interests of such partnership, however designated, and any warrants, options or other rights to purchase or acquire any such partnership interests and any securities convertible into or exchangeable or exercisable for any such partnership interests, and (iii) with respect to any limited liability company, all limited liability company or members interests, units, participations or other equivalents of limited liability company or membership interests of such limited liability company, however designated, and any warrants, options or other rights to purchase or acquire any such limited liability company or membership interests and any securities convertible into or exchangeable or exercisable for any such limited liability company or membership interests.

"Governmental Authority" means any nation or government, any state, city, municipality or political subdivision thereof, any federal or state court and any other agency, body, authority or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Law" means any applicable law, statute, ordinance, rule, code or regulation of any Governmental Authority.

"Legal Proceeding" means any judicial, administrative or arbitral action, suit or proceeding (public or private) by or before any court or Governmental Authority or arbitration tribunal.

"Lien" means any lien, pledge, mortgage, deed of trust, security interest, attachment or levy of any kind.

"Market Area" has the meaning set forth in the Partnership Agreement.

"Material Adverse Effect" means any event, circumstance, development, occurrence, effect or change that (i) is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to the business, operations, assets, liabilities, financial condition or results of operations of the Partnership, taken as a whole, and (ii) threatens, or would reasonably be expected to threaten, the viability of the Partnership as a going concern or affects, or would reasonably be expected to affect, in a material and adverse manner the earnings potential of the Partnership over the long-term (consisting of not less than five years), in each case excluding any event, circumstance, development, occurrence, effect or change to the extent arising or resulting from (a) changes, developments or conditions in general economic or political conditions in the United States or the Market Area, including in the financial, debt, credit, capital or securities markets, including changes in interest rates, (b) changes generally affecting the industries in which the Partnership operates or business conditions generally in the United States or the Market Area, (c) changes or proposed changes in a laws, rules or regulations or interpretations thereof or regulatory conditions or any changes in the enforcement thereof, including changes in tax law, interpretations and regulations after the date hereof, (d) changes or proposed changes in accounting standards or interpretations thereof, (e) acts of war (whether or not declared), hostilities, military actions or acts of terrorism, or any escalation or worsening of the foregoing, (f) weather conditions or acts of God (including storms, earthquakes, tsunamis, tornados, hurricanes, floods or other natural disasters or other comparable events), (g) pandemics or public health emergencies (including the COVID-19 pandemic), (h) the negotiation, execution, announcement or performance of this Agreement or the consummation of the transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, with employees, labor unions, financing sources, customers, suppliers, distributors, regulators, partners or other Persons, (i) any failure of the Partnership to meet, with respect to any period or periods, any internal or published projections, forecasts, estimates of earnings or revenues or business plans (but not the underlying facts or basis for such failure to meet projections, forecasts, estimates of earnings or revenues or business plans, which may be taken into account in determining whether there has been a Material Adverse Effect to the extent not otherwise falling within any of the other exceptions set forth in clauses (a) through (h) hereof) or (j) any action taken by the parties with respect to the Partnership that is expressly required by this Agreement or any action taken or omitted to be taken by the Partnership at the written request of the Purchasers under the Interest Purchase Agreement; *provided*, *however*, that if any event, circumstance, development, occurrence, fact, condition, effect or change described in any of clauses (a) through (g) has a disproportionate effect on the Partnership relative to other participants in the industries in which the Partnership operates, the incremental disproportionate effect (*i.e.*, the incremental portion thereof that exceeds the effect generally experienced by such other participants) shall be taken into account in determining whether there has been Material Adverse Effect.

"Order" means any order, judgment, injunction, ruling or decree of any Court or Governmental Authority.

"Organizational Documents" means (i) in the case of any Person organized as a corporation, the certificate or articles of incorporation of such corporation (or, if applicable, the memorandum and articles of association of such corporation), (ii) in the case of any Person organized as a limited liability company, the certificate of formation or organization and the limited liability company agreement, operating agreement or regulations of such

limited liability company, (iii) in the case of any Person organized as a limited partnership, the certificate of limited partnership and partnership agreement of such limited partnership, (iv) in the case of any Person that is a trustee of a trust, the trust agreement, declaration of trust or articles of trust of such trust and (v) in the case of any other Person, all constitutive or organizational documents of such Person which address matters relating to the business and affairs of such Person similar to the matters addressed by the documents referred to in clauses (i) through (iv) above in the case of Persons organized as corporations, limited liability companies or limited partnerships or trusts.

"Outside Purchase Agreement" means a definitive agreement providing for the purchase by either HM or one or more of its subsidiaries or Eagle or one or more of its subsidiaries, as the case may be (the "Purchasing Entity"), for its own account of assets or operations (either directly or through the purchase of Equity Securities in an Entity that holds such assets or conducts such operations) to be used by the Purchasing Entity (or one or more of its subsidiaries) in the production or sale of grey cement products or slag in the Market Area in exchange for total consideration in an amount or with a value equal to or greater than One Billion dollars ($1,000,000,000) (which transaction may be in the form of an asset purchase, stock purchase or merger or in any other form). For purposes of clarification, if the transaction that is the subject of the Outside Purchase Agreement provides for the purchase of assets or operations that are both within and outside of the Market Area, only the consideration payable in such transaction in respect of the assets and operations within the Market Area (as set forth in the Outside Purchase Agreement or as reasonably determined by the parties to such Outside Purchase Agreement) shall be considered for purposes of determining whether the forgoing threshold of $1,000,000,000 has been satisfied.

"Partnership Percentage Interests" has the meaning set forth in the Partnership Agreement.

"Person" means any natural person or Entity.

"Purchasers" has the meaning set forth in the form of Interest Purchase Agreement attached as Exhibit A hereto.

"Representatives" means, with respect to any party, the directors, officers, managers, members, shareholders, advisors, independent accountants and other agents and representatives of such party and its Affiliates.

"Seller" has the meaning given to the term "Seller[s]" set forth in the form of Interest Purchase Agreement attached as Exhibit A hereto.

SECTION 10. *Amendments; Waivers*.

(a) This Agreement may only be amended by an instrument in writing executed by each of the parties hereto.

(b) Compliance with or observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but such waiver shall be effective only if it is in a writing signed by the party entitled to enforce such term and against which

such waiver is to be asserted. Unless otherwise expressly provided in this Agreement, no delay or omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

SECTION 11. *Parties in Interest; Assignment.* This Agreement shall be binding upon and shall inure solely to the benefit of the parties, their respective successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, and no Person shall be deemed a third party beneficiary under or by reason of this Agreement. Subject to Section 4(c), neither this Agreement nor any rights or obligations hereunder may be assigned without the written consent of the other parties.

SECTION 12. *Governing Law*. This Agreement (together with Claims arising with respect to the transactions contemplated hereby) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, without regard to the principles of conflicts of Law that would result in the application of the Laws of any other jurisdiction.

SECTION 13. *Remedies*. Each of the parties acknowledges and agrees that (i) the provisions of this Agreement are reasonable and necessary to protect the proper and legitimate interests of the other parties and (ii) the other parties would be irreparably damaged if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek preliminary and permanent injunctive relief to prevent or remedy breaches, or seek appropriate relief in the event of a threatened breach, of and to enforce specifically the terms and provisions of this Agreement by other parties without the necessity of proving actual damages or of posting any bond, which rights shall be cumulative and in addition to any other remedy to which the parties may be entitled hereunder or at law or equity.

SECTION 14. *Choice of Forum; Submission to Jurisdiction*. Each of the parties hereby irrevocably agrees that any Legal Proceeding with respect to this Agreement and the rights and obligations of the parties arising hereunder or in connection with the transactions contemplated hereby shall be brought and determined exclusively in the Delaware Chancery Court or, if such court lacks jurisdiction, in any other federal or state courts located in the State of Delaware and in any federal or state appellate court therefrom. Each of the parties hereby irrevocably submits with regard to any such Legal 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 Legal Proceeding relating to this Agreement or any of the transactions contemplated hereby 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 Legal Proceeding with respect to this Agreement, (a) any Claim that it is not personally subject to the jurisdiction of the above named courts, (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 any such court

(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 applicable Law, any Claim that (i) a Legal Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such Legal Proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereby consents to service being made through the notice procedures set forth in Section 16 and agrees that service of any process, summons, notice or document by registered mail (return receipt requested and first-class postage prepaid) to the respective addresses set forth in Section 16 shall be effective service of process for any Legal Proceeding in connection with this Agreement or the transactions contemplated hereby.

SECTION 15. *Waiver of Jury Trial*. **Each of the parties knowingly, intentionally and voluntarily with and upon the advice of competent counsel irrevocably waives any and all right to trial by jury in any Legal Proceeding arising out of or relating to this Agreement and the rights and obligations of the parties arising hereunder or in connection with the transactions contemplated hereby.**

SECTION 16. *Notices.* Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given (and shall be deemed to have been duly given upon receipt) if sent by overnight mail, registered mail or certified mail, postage prepaid, by hand or by Electronic Transmission, to the parties at the following addresses (or at such other address for a party as shall be specified in a notice delivered by such party pursuant to this Section 16).

If to the Eagle Parties, to:

c/o Eagle Materials Inc.
5960 Berkshire Lane
Suite 900
Dallas, Texas 75225
Attention: General Counsel
Email: mnewby@eaglematerials.com

With a copy (which shall not constitute
effective notice) to:

Baker Botts L.L.P.
2001 Ross Avenue
Suite 900
Dallas, Texas 75201
Attention: Geoffrey L. Newton
Email: geoffrey.newton@bakerbotts.com

If to the HM Parties, to:

c/o Heidelberg Materials US, Inc.
300 East John Carpenter Freeway
Suite 1800
Irving, Texas 75062

Attention: General Counsel
Email: carol.lowry@heidelbergmaterials.com

With a copy (which shall not constitute
effective notice) to:

c/o Heidelberg Materials US, Inc.
300 East John Carpenter Freeway
Suite 1800
Irving, Texas 75062
Attention: Vice President – Strategy & Development
Email: francois.perrin@heidelbergmaterials.com

SECTION 17. *Severability*. If any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provisions hereof, all of which shall remain in full force and effect.

SECTION 18. *Rules of Construction.* The Section headings in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not limit, extend or otherwise affect the meaning or interpretation of the terms and provisions of this Agreement. In this Agreement, unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number, as the context may require. When a reference is made in this Agreement to a party or to a Section or Exhibit, such reference shall be to a party to or a Section of or an Exhibit to this Agreement, unless otherwise indicated. All references herein to dollar amounts are in United States dollars. The terms "herein," "hereunder," "hereto" and similar terms refer to this Agreement generally and not to any one Section of this Agreement, unless the context otherwise requires. Each party has participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto shall be deemed the work product of both parties and may not be construed against any party by reason of the role a party played in its preparation. Any law that would require interpretation of any ambiguities in this Agreement against any party that drafted it is of no application and is hereby expressly waived. If the Interest Purchase Agreement is entered into as contemplated by this Agreement and a conflict arises between the terms and provisions of this Agreement and the terms and provisions of the Interest Purchase Agreement, then the terms and provisions of the Interest Purchase Agreement shall control.

SECTION 19. *Entire Agreement*. This Agreement (including the Exhibits hereto), together with the other agreements referred to herein, constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated hereby and cancels, merges and supersedes all prior and contemporaneous oral or written agreements, representations and warranties, arrangements and understandings relating to the subject matter hereof. The parties hereto expressly represent that in entering this Agreement: (a) they are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this document; (b) they have been represented and advised by counsel in connection with this Agreement, which they make voluntarily and of their own choice, and not under coercion or duress; (c) they are relying upon their own knowledge and the advice of counsel; (d) they

knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure which could have been or was discovered before signing this Agreement; and (e) they knowingly waive any right to rescind or avoid this settlement based upon presently existing facts, known or unknown.

SECTION 20. *Release of Information*. The parties shall cooperate with each other in releasing information concerning this Agreement and the transactions contemplated hereby. No press releases, public announcements or responses to any request for information from the press or any trade publication concerning the transactions contemplated by this Agreement shall be made or given by any party without prior consultation with, and agreement of, the other parties, except that any party shall be allowed to disclose information concerning this Agreement and the transactions contemplated hereby to the extent required pursuant to the disclosure obligations of a party or its Affiliates under the U.S. Securities Exchange Act of 1934, as amended, or any other applicable securities laws or the rules promulgated thereunder.

SECTION 21. *Counterparts; Effectiveness*. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement as of the date first above written.

EAGLE PARTIES:

EAGLE MATERIALS INC.

By: /s/ D. Craig Kesler
Name: D. Craig Kesler
Title: Executive Vice President – Finance And Administration and Chief Financial Officer

TLCC GP LLC

By: /s/ D. Craig Kesler
Name: D. Craig Kesler
Title: Senior Vice President

TLCC LP LLC

By: /s/ D. Craig Kesler
Name: D. Craig Kesler
Title: Senior Vice President

HM PARTIES:

HEIDELBERG MATERIALS US, INC.

By: /s/ Chris Ward
Name: Chris Ward
Title: President & Chief Executive Officer

HM SOUTHEAST CEMENT LLC

By: /s/ Benedikt Zinn
Name: Benedikt Zinn
Title: Vice President & Chief Financial Officer

Exhibit A

INTEREST PURCHASE AGREEMENT

among

[●] and [●]

as the Seller[s],

[●] and [●],

as the Purchasers

and

Eagle Materials Inc. and Heidelberg Materials US, Inc.,

as the Parent Companies

Dated as of [●] [●], 202[●]

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Exhibits

INTEREST PURCHASE AGREEMENT

This INTEREST PURCHASE AGREEMENT, entered into as of [●][●], 202[●] (this "Agreement"), by and among (a) [●], a [●] and [●], a [●] (the "Seller[s]"), (b) [●], a [●] and [●], a [●] (the "Purchasers"), and (c) Eagle Materials Inc., a Delaware corporation ("Eagle"), and Heidelberg Materials US, Inc., a Delaware corporation ("HM" and, together with Eagle, the "Parent Companies"). Eagle and the [Seller[s]/Purchasers] are collectively referred to herein as the "Eagle Parties." HM and the [Seller[s]/Purchasers] are collectively referred to herein as the "HM Parties." All of the foregoing parties are collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, TLCC LP, TLCC GP and HMSC are parties (in their capacity as successors to the original parties) to that certain Limited Partnership Agreement of Texas Lehigh Cement Company LP, dated October 1, 2000, as amended by (i) Amendment No. 1 to Agreement of Limited Partnership, dated as of October 2, 2000, (ii) Amendment No. 2 to Agreement of Limited Partnership, dated as of January 1, 2019 and (iii) Amendment No. 3 to Agreement of Limited Partnership, dated as of September 30, 2019 (as so amended, the "Partnership Agreement"), which is the governing partnership agreement of Texas Lehigh Cement Company LP, a Texas limited partnership (the "Partnership");

WHEREAS, as of the date hereof, the Partnership Percentage Interests held by the partners of the Partnership as reflected in the Partnership Agreement are as follows:

Partner	Partnership Percentage Interest held as a General Partner	Partnership Percentage Interest held as a Limited Partner
TLCC GP	0.1%	0.0%
TLCC LP	0.0%	49.9%
HMSC	0.1%	49.9%

WHEREAS, as of May 1, 2024, Eagle, TLCC GP, TLCC LP, HM and HMSC entered into the Put Option Agreement (the "Put Option Agreement") pursuant to which (a) TLCC GP and TLCC LP (the "TLCC Partners") granted a put option to HMSC (the "HMSC Put Option") that entitled HMSC to require the TLCC Partners to purchase all of the Partnership Percentage Interests held by HMSC and (b) HMSC granted a put option to the TLCC Partners (the "TLCC Put Option") that entitled the TLCC Partners to require HMSC to purchase all of the Partnership Percentage Interests held by the TLCC Partners, in each case upon the terms and conditions set forth therein;

WHEREAS, as of [●][●], 202[●], [HMSC/the TLCC Partners] exercised the [HMSC Put Option/TLCC Put Option] in accordance with the term of the Put Option Agreement and, accordingly, the Parties became obligated to enter into this Agreement in order to set forth the terms and conditions governing the purchase by [the TLCC Partners/HMSC and an Affiliate designated by it (the "Additional HM Purchaser")] of the

Partnership Percentage Interests held by [HMSC/the TLCC Partners] (the "Subject Partnership Interests"); and

WHEREAS, capitalized terms used herein without definition have the respective meanings set forth in Article XI;

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein, the mutual benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
SALE AND PURCHASE

SECTION 1.1. *Sale and Purchase*. Upon the terms and subject to the conditions contained in this Agreement, at the Closing, the Seller[s] shall sell, assign and transfer the Subject Partnership Interests to the Purchasers, and the Purchasers shall acquire and accept the Subject Partnership Interests from the Seller[s]. In particular, the Subject Partnership Interests to be (a) sold by the Seller[s] to the Purchasers and (b) purchased by the Purchasers from the Seller[s] shall be as follows:

(a) [The Subject Partnership Interests to be sold by the Seller[s] to the Purchasers shall be as follows:

Seller	Subject Partnership Interest held as a General Partner	Subject Partnership Interest held as a Limited Partner
HMSC	0.1%	49.9%

[or]

Sellers	Subject Partnership Interest held as a General Partner	Subject Partnership Interest held as a Limited Partner
TLCC GP	0.1%	0.0%
TLCC LP	0.0%	49.9%]

(b) [The Subject Partnership Interests to be purchased by the Purchasers shall be as follows:

Purchasers	Subject Partnership Interest to be held as a General Partner	Subject Partnership Interest to be held as a Limited Partner
TLCC GP	0.1%	0.0%
TLCC LP	0.0%	49.9%

[or]

Purchasers	Subject Partnership Interest to be held as a General Partner	Subject Partnership Interest to be held as a Limited Partner
[●]	0.1%	0.0%
HMSC	0.0%	49.9%]

SECTION 1.2. *Purchase Price*.

(a) At least three business days prior to the Closing Date, the Seller[s] shall deliver to the Purchasers each of the following:

(i) A statement prepared in good faith by the Seller[s] (the "Initial Adjustment Statement") in accordance with the Accounting Principles setting forth each of the following amounts:

(A) The amount of Partnership Cash the Partnership estimates will be held by the Partnership as of the Effective Time (the "Estimated Partnership Cash");

(B) The amount of the Closing Debt to be owed by the Partnership outstanding as of the Closing Date (the "Closing Debt Amount"), including the Closing Credit Agreement Amount; and

(C) The amount of Net Working Capital that the Partnership estimates will exist as of the Effective Time (the "Estimated Working Capital").

(ii) Written confirmations from the lenders (or their administrative agent) to whom the Closing Debt is owing, which will set forth the Closing Debt Amount.

The Purchasers and any advisors engaged by them shall be entitled to review, and the Parties shall cause the Partnership to make available for review and copying, the Partnership's and its auditors' working papers, trial balances and similar materials used in or relevant to the calculation of the amounts set forth in the Initial Adjustment Statement. Without limiting the generality of the foregoing, the Parties shall cause the Partnership to provide the Seller[s] and the advisors engaged by [it/them] with (i) reasonable assistance from the personnel and other representatives of the Partnership and (ii) timely and reasonable access to the books and records of the Partnership in connection with its review of the Initial Adjustment Statement.

(b) The aggregate purchase amount to be paid by the Purchasers to the Seller[s] at the Closing (the "Initial Purchase Price") shall equal (i) fifty percent (50%) of $1,100,000,000.00, which represents the enterprise value of the Partnership agreed upon by the Parties (and which is not subject to adjustment or modification), *plus* (ii) the Initial Adjustment Amount (which may be a positive or a negative number). As used herein, the term "Initial Adjustment Amount" means an amount equal to fifty percent (50%) of (1) the

Estimated Partnership Cash, *minus* (2) the Closing Debt Amount, *plus or minus* (as the case may be) (3) the amount by which the Estimated Working Capital exceeds the Target Net Working Capital (such amount to be added) or by which the Target Net Working Capital exceeds the Estimated Working Capital (such amount to be subtracted). [The portion of the Initial Purchase Price to be paid by the Purchasers to each Seller shall be apportioned between the Sellers based on the percentages for Subject Partnership Interests sold by each Seller as set forth in Section 1.1(a).]

(c) Additionally, the Initial Purchase Price shall be reduced by fifty percent (50%) of the real estate and personal property Taxes and assessments relating to the Partnership's assets which are attributable to the portion of the Straddle Period ending on the Closing Date, which amount shall equal the amount of such property Taxes for the entire Straddle Period, multiplied by a fraction the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date, and the denominator of which is the number of days in the entire Straddle Period. To the extent the actual amount of such property Taxes for the entire Straddle Period is not finally determinable as of the Closing Date, the proration described in the preceding sentence will be made at the Closing on the basis of the best evidence then available; thereafter, when actual figures are received, re-prorations will be made on the basis of the actual figures, and a final cash settlement in respect of such property Taxes will be made between Seller[s] and Purchaser.

(d) It is the intent of the Parties that if any particular amount has been taken into consideration in determining any component of the Purchase Price or any adjustment thereto under one provision of this Agreement, such amount will no longer be deemed to give rise to a right to an adjustment under any other provision hereof to the extent doing so would result in an unintended "double" counting of such amount.

SECTION 1.3. *Post-Closing Adjustment*.

(a) As promptly as reasonably practicable after the Closing Date (but in no event later than 90 days thereafter), the Purchasers shall prepare and deliver to the Seller[s] a certificate (the "Final CFO Certificate") of the Chief Financial Officer of the Parent Company that is a Purchaser Party, prepared in accordance with the Accounting Principles, which shall set forth the calculation by the Purchasers of (i) the Final Adjustment Amount and (ii) the resulting Final Payment to be made by the Purchasers to the Seller[s] or by the Seller[s] to the Purchasers (as the case may be) pursuant to Section 1.3(e) hereof. As used herein, the term "Final Adjustment Amount" means an amount equal to 50% of (1) the Final Partnership Cash, *minus* (2) the Closing Debt Amount, *plus or minus* (as the case may be) (3) the amount by which the Final Working Capital exceeds the Estimated Net Working Capital (such amount to be added) or by which the Estimated Net Working Capital exceeds the Final Working Capital (such amount to be subtracted). The Seller[s] and any advisors engaged by [it/them] shall be entitled to review, and the Purchasers shall cause the Partnership to make available for review and copying, the Partnership's and its auditors' working papers, trial balances and similar materials used in or relevant to the calculation of the amounts set forth in the Final CFO Certificate. Without limiting the generality of the foregoing, the Purchasers shall cause the Partnership to provide the Seller[s] and the advisors engaged by [it/them] with (i) reasonable assistance from the personnel and other representatives of the Partnership and (ii) timely and

reasonable access to the books and records of the Partnership in connection with its review of the Final CFO Certificate.

(b) The Seller[s] shall be entitled to dispute the calculation of any amount set forth in the Final CFO Certificate if [it/they] deliver[s] a written notice (an "Objection Notice") to the Purchasers within 45 days after receipt of the Final CFO Certificate in which [it/they] object[s] to the calculation by the Purchasers of such amount and provide[s] a description of each item in dispute (each, a "Disputed Item", and the date upon which the Seller[s] deliver[s] the Objection Notice to the Purchaser[s] being hereinafter referred to as the "Objection Date"). If no Objection Notice is delivered by the Seller[s] to the Purchasers within such 45-day period, then the determination of each amount set forth in the Final CFO Certificate shall be deemed to have been accepted by the Seller[s] and the calculation of the Partnership Cash and Final Working Capital contained therein, together with the resulting calculation of the Final Adjustment Amount, shall be final and binding on the parties hereto, absent fraud or manifest error.

(c) If the Seller[s] deliver[s] an Objection Notice to the Purchasers within the 45-day period specified in paragraph (b) above, the Purchasers and the Seller[s] shall attempt in good faith to agree upon the Disputed Items and the resulting Final Adjustment Amount during the period commencing on the Objection Date and ending 30 days thereafter (the "Negotiation Period"). If the Purchasers and the Seller[s] agree in writing prior to the expiration of the Negotiation Period upon a Final Adjustment Amount that is the same as or different from the amount calculated based upon the Final CFO Certificate, the Final Adjustment Amount shall be the amount so agreed upon by them.

(d) If the Purchasers and the Seller[s] do not agree in writing prior to the expiration of the Negotiation Period upon a Final Adjustment Amount, the Disputed Items that have not been previously resolved by written agreement (but no other matters) shall be submitted to Deloitte LLP, or, if such firm declines to serve as accounting arbiter, such other firm of independent public accountants as is mutually agreed upon by the Purchasers and the Seller[s] (in either case, the "Accounting Firm"), which Accounting Firm shall make a determination as to the unresolved Disputed Items. The Parties acknowledge and agree that all discussions related to the Objection Notice or any Disputed Items are communications made in confidence with the intent of attempting to settle a dispute, will not be disclosed to the Accounting Firm and are subject to settlement privilege. The Purchasers and the Seller[s] shall direct the Accounting Firm to render a written determination as to the unresolved Disputed Items (acting as an expert and not as an arbitrator) within 45 days following its engagement, which determination shall be in writing and shall set forth, in reasonable detail, the basis therefor and shall be based solely on (i) the definitions and other applicable provisions of this Agreement, (ii) the Accounting Principles and (iii) a single presentation (which shall be limited to the unresolved Disputed Items) submitted by each of the Purchasers and the Seller[s] to the Accounting Firm within 20 days after its engagement (which the Accounting Firm shall forward to the other party within two business days after receipt thereof). The Purchasers and the Seller[s] shall instruct the Accounting Firm not to, and the Accounting Firm will not, assign a value to any Disputed Item greater than the greatest value assigned to such item by the Purchasers or the Seller[s] or less than the lowest value assigned to such item by the Purchasers or the Seller[s]. The Accounting Firm will send its written determinations regarding the

unresolved Disputed Items (including its determination of the Partnership Cash and Final Working Capital, in each case, to the extent the determination of such amount requires the resolution of a Disputed Item) to the Purchasers and the Seller[s], together with the resulting calculation of the Final Adjustment Amount, and each such determination and calculation of the Accounting Firm shall be final and binding on the Parties, absent fraud or manifest error. The terms of engagement of the Accounting Firm shall be as reasonably agreed upon between the Purchasers and the Seller[s], and any associated engagement fees shall initially be allocated 50% to the Purchasers and 50% to the Seller[s]; *provided,* that, upon the determination by the Accounting Firm of the Final Adjustment Amount, such fees, costs and expenses of the Accounting Firm shall be allocated (or, if necessary, reallocated) between the Purchasers, on the one hand, and the Seller[s], on the other hand, in such proportions as reflect the ratio of (i) the amount of Disputed Items as to which each such party was unsuccessful in maintaining its position (as finally determined by the Accounting Firm) to (ii) the total amount of Disputed Items submitted to the Accounting Firm. (For example, if the Seller[s] submit[s] proposed aggregate adjustments of $1,000,000 for Disputed Items in the Objection Notice, and the Purchasers agree in writing to $500,000 of such adjustments but contests the remainder, and if the Accounting Firm ultimately resolves the dispute by finding in favor of the Seller[s] as to $300,000 of the $500,000 in unresolved Disputed Items and finding against the Seller[s] as to the remainder of such items, then the fees, costs and expenses of the Accounting Firm will be allocated 60% (*i.e.*, 300,000/500,000) to the Purchaser[s] and 40% (*i.e.*, 200,000/500,000) to the Seller[s].) Except as provided in this paragraph (d), all other costs and expenses incurred by the Parties in connection with resolving any dispute described in this paragraph (d) shall be borne by the Party incurring such costs and expenses.

(e) No later than five days after a binding determination of the Final Adjustment Amount has been made in accordance with Section 1.3(b), (c) or (d), as applicable, a final payment shall be made pursuant to this Section 1.3(e) (the "Final Payment"). If the Final Adjustment Amount is greater than the Initial Adjustment Amount, then an amount equal to the excess of the Final Adjustment Amount over the Initial Adjustment Amount shall be paid by the Purchasers to the Seller[s], to such account or accounts as have been designated in writing by the Seller[s]. If the Final Adjustment Amount is less than the Initial Adjustment Amount, then an amount equal to the excess of the Initial Adjustment Amount over the Final Adjustment Amount shall be paid by the Seller[s] to the Purchasers, to such account or accounts as have been designated in writing by the Purchasers. If the Final Adjustment Amount is equal to the Initial Adjustment Amount, there shall be no Final Payment to be made by either the Purchasers or the Seller[s].

(f) The process set forth in this Section 1.3 shall be the exclusive remedy of the Parties for any disputes related to the determination of Estimated Partnership Cash and Final Working Capital and the resulting Final Adjustment Amount, whether or not the underlying facts and circumstances of a Disputed Item constitute a breach of any representations or warranties of the Parties contained in this Agreement.

(g) The final purchase price payable by the Purchasers to the Seller[s] pursuant to this Agreement shall be equal to the Initial Purchase Price, as adjusted by the provisions of this Section 1.3 and any other applicable provisions of this Agreement that

expressly state that specific amounts or payments will be treated as purchase price adjustments (as so adjusted, the "Purchase Price").

SECTION 1.4. *Transfer Taxes*. The Seller[s] and the Purchasers shall cooperate with each other and take any reasonable actions to minimize any documentary, stamp, sales and excise or other similar taxes payable in respect of the sale, assignment and transfer of the Subject Partnership Interests. To the extent that, notwithstanding the immediately preceding sentence, any documentary, stamp, sales and excise or other similar Taxes are required to be paid in respect of the sale, assignment and transfer of the Subject Partnership Interests, such Taxes shall be borne 50% by the Purchasers on the one hand and 50% by the Seller[s] on the one hand.

ARTICLE II
THE CLOSING

SECTION 2.1. *Closing*. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Baker Botts L.L.P., 2001 Ross Avenue, Suite 900, Dallas, Texas 75201 at (a) 9:00 a.m., Dallas, Texas time, on the second business day following the satisfaction or waiver of the conditions to Closing set forth in Article VI and VII (other than those conditions that by their nature can only be satisfied at the time of Closing, but subject to the satisfaction of such conditions) or (b) such other time or date as the Purchasers and the Seller[s] may agree in writing; *provided, however*, that (i) if the date of the Closing specified in the foregoing clause (a) above would be a date that is within ten business days of the end of a calendar month, the date of Closing shall instead be the first business day of the following calendar month, and (ii) if requested or required by any Governmental Authority that has jurisdiction over the transactions contemplated by the Outside Purchase Agreement, the Closing shall occur substantially concurrently with the closing of the transactions contemplated by the Outside Purchase Agreement (it being understood that, if clause (i) and (ii) of this proviso are both applicable, clause (ii) shall govern) (the "Closing Date"). Notwithstanding the foregoing, the Parties or their Representatives may, but shall not be required to be, physically present at the Closing, it being understood that, to the maximum extent practicable, all steps required to be taken at the Closing may be taken through the delivery of documents by Electronic Transmission or by any other reasonable means.

SECTION 2.2. *Closing Deliveries by the Seller[s]*. At the Closing, the Seller[s] shall deliver, or shall cause to be delivered, to the Purchasers the following:

(a) if the Closing Intercompany Amount is a negative number, a wire transfer from the Seller[s] to the Partnership of immediately available funds (to such account as the Partnership shall have specified in a notice delivered to the Seller[s] at least 24 hours prior to the time of the Closing) in an amount equal to the absolute value of the Closing Intercompany Amount;

(b) an Assignment, in the form attached as Exhibit A hereto, duly executed by [the/each] Seller, pursuant to which [the/such] Seller will sell, assign and transfer the Subject Partnership Interests to be sold by [the/such] Seller in accordance with the terms of this Agreement and withdraw as a Partner of the Partnership;

(c) a release, in the form attached as Exhibit B hereto, duly executed by each Seller Party, pursuant to which each Seller Party shall release certain Claims against the Purchasers, the Partnership and their respective Affiliates (the "Seller Party Release");

(d) should Purchasers so elect pursuant to Section 6.13, the Transition Services Agreement (as defined below), duly executed by the Parent Company of [the/each] Seller;

(e) an instrument pursuant to which each individual designated by the Seller[s] to serve on the Management Committee and each officer or employee of the Seller[s] or [its/their] Affiliates who serves as an officer of the Partnership resigns as a member of the Management Committee or an officer of the Partnership, in each case effective as of the Closing Date; and

(f) such other documents and instruments as are to be delivered by the Seller[s] pursuant to Article VI in order to satisfy the conditions to the obligations of the Purchasers to consummate the purchase of the Subject Partnership Interests.

SECTION 2.3. *Closing Deliveries by the Purchasers*. At the Closing, the Purchasers shall deliver, or cause to be delivered, to the Seller[s] the following:

(a) a wire transfer from the Purchasers to the Seller[s] of immediately available funds (to such account as the Seller[s] shall have specified in a notice delivered to the Purchasers at least 24 hours prior to the time of the Closing) in the amount of the Initial Purchase Price;

(b) a wire transfer from the Partnership to J.P. Morgan, as lender, in an amount equal to the Closing Credit Agreement Amount;

(c) if the Closing Intercompany Amount is a positive number, a wire transfer from the Partnership to the Seller[s] of immediately available funds (to such account as the Seller[s] shall have specified in a notice delivered to the Partnership at least 24 hours prior to the time of the Closing) in an amount equal to the Closing Intercompany Amount;

(d) a release, in the form attached as Exhibit D hereto, duly executed by each Purchaser Party and the Partnership, pursuant to which each Purchaser Party and the Partnership shall release certain Claims against the Seller[s] and [its/their] Affiliates (the "Purchaser Party Release");

(e) should Purchasers so elect pursuant to Section 6.13, the Transition Services Agreement, duly executed by the Partnership;

(f) evidence of termination of the Credit Facility upon the receipt by JPMorgan of the Closing Credit Agreement Amount; and

(g) such other documents and instruments as are to be delivered by the Purchasers pursuant to Article VII in order to satisfy the conditions to the obligations of the Seller[s] to consummate the sale of the Subject Partnership Interests.

SECTION 2.4. *Proceedings at Closing*. All proceedings to be taken and all documents to be executed and delivered by all Parties at the Closing shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

SECTION 2.5. *Effective Time.* From and after the Closing, the Purchasers and the Seller[s] shall take all lawful actions that are necessary or appropriate so that the transactions contemplated by this Agreement are treated by the Parties as if they had been consummated as of 11:59 p.m. on the Closing Date (the "Effective Time"). Without limiting the generality of the foregoing, the Parties shall, to the fullest extent permitted by Law, report in any financial statements, tax returns or other documents prepared or filed by them that such transactions were consummated as of the Effective Time.

ARTICLE III
REPRESENTATIONS AND WARRANTIES
OF THE SELLER[S]

The Seller[s] hereby [jointly and severally] represent[s] and warrant[s] to the Purchaser Parties as follows:

SECTION 3.1. *Organization; Power and Authority*. [The/Each] Seller is a limited liability company that is duly formed, validly existing and in good standing under the Laws of the State of Delaware.

SECTION 3.2. *Authorizations; Execution and Validity*. [The/Each] Seller has all requisite power and authority as a limited liability company to execute and deliver this Agreement and each of the Additional Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by [the/each] Seller of this Agreement and the Additional Transaction Documents, the performance by [the/each] Seller of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of or with respect to [the/each] Seller. This Agreement has been, and at the Closing each of the Additional Transaction Documents will be, duly and validly executed and delivered by [the/each] Seller and constitutes or will constitute a valid and binding obligation of [the/each] Seller, enforceable against [the/each] Seller in accordance with its terms, subject to the Enforceability Exceptions.

SECTION 3.3. *No Conflict; Consents*. None of the execution and delivery by [the/each] Seller of this Agreement or any of the Additional Transaction Documents, the performance by [the/each] Seller of its obligations hereunder or thereunder or the consummation by [the/each] Seller of the transactions contemplated hereby or thereby will (i) violate any Law applicable to [the/each] Seller, (ii) violate the Organizational Documents of [the/each] Seller, (iii) violate any Order to which [the/each] Seller is a party

or by which it is bound, (iv) breach, result in a default under or require any consent of any other Person under the terms of any Contract to which [the/each] Seller is a party or by which it is bound (except that, at the time of the execution of this Agreement but not at Closing, the consummation of the transactions contemplated hereby may be subject to obtaining any consent or waiver under a credit agreement to which any of the Seller Parties is a party if the Seller[s] [has/have] so notified the Purchasers in writing prior to the date hereof) or (v) require any approval or consent from or filing with any Governmental Authority.

SECTION 3.4. *Title to Securities*. [The/Each] Seller owns of record and beneficially all the Subject Partnership Interests shown as owned by it in the recitals to this Agreement, free and clear of all Liens and other Adverse Claims, other than the restrictions on transfer applicable to the Subject Partnership Interests under applicable securities laws and the terms of the Partnership Agreement. The sale, transfer and delivery by [the/each] Seller at the Closing of the Subject Partnership Interests in accordance with the terms of this Agreement will vest the Purchasers with good and valid title to all of the Subject Partnership Interests, free and clear of all Liens and other Adverse Claims. After giving effect to the sale, transfer and delivery of the Subject Partnership Interests pursuant to this Agreement, neither [the/each] Seller nor any of its Affiliates will own or hold or have any right or entitlement to or beneficial interest in any Equity Securities of the Partnership.

SECTION 3.5. *Litigation*. As of the date hereof, there are no Legal Proceedings pending or, to [the/each] Seller's knowledge, threatened against [the/each] Seller that question the validity of this Agreement or any action taken or to be taken by [the/each] Seller in connection with, or which seek to enjoin or to obtain monetary damages in respect of, this Agreement or the consummation by [the/each] Seller of the transactions contemplated hereby.

SECTION 3.6. *Fees*. [The/such] Seller has not paid or become obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement for which the Purchasers or the Partnership or any of their respective Affiliates will have any liability or responsibility whatsoever.

SECTION 3.7. *No Reliance*. In making its decision to enter into this Agreement and sell the Subject Partnership Interests to the Purchasers, [the/each] Seller is relying solely on its own knowledge and experience and the representations and warranties of the Purchaser Parties set forth in Articles IV and Article V, together with the other terms and provisions set forth in this Agreement.

SECTION 3.8. *Tax*. Except as otherwise disclosed in Section 3.8 of the Disclosure Schedule:

(a) to Seller[s]' Knowledge, no Tax claims have been asserted in writing and no proposals or deficiencies for any Taxes of the Partnership are being asserted, proposed or threatened;

(b) Seller[s] have executed no outstanding waivers of statutes of limitations or agreements by or on behalf of the Partnership for the extension of time for the assessment of any Taxes or any deficiency thereof;

(c) to Seller[s]' Knowledge, no written claim has been received by Seller[s] (on its own behalf or on behalf of the Partnership) from any Governmental Authority in a jurisdiction where the Partnership does not file Tax Returns or pay Taxes asserting that the Partnership is subject to any taxation by that jurisdiction; and

(d) to Seller[s]' Knowledge, the Partnership has not elected to have the revised partnership tax audit procedures set forth in Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof, the "Revised Partnership Tax Audit Procedures") apply to the Partnership, including by way of an election under Treasury Regulation Section 301.9100-22T.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF THE PURCHASERS

The Purchasers hereby jointly and severally represent and warrant to the Seller Parties as follows:

SECTION 4.1. *Organization; Power and Authority*. Each Purchaser is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware.

SECTION 4.2. *Authorizations; Execution and Validity*. Each Purchaser has all requisite power and authority as a [limited liability company or corporation] to execute and deliver this Agreement and each of the Additional Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Purchaser of this Agreement and the Additional Transaction Documents, the performance by each Purchaser of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of each Purchaser. This Agreement has been, and at the Closing each of the Additional Transaction Documents will be, duly and validly executed and delivered by each Purchaser and constitutes or will constitute a valid and binding obligation of each Purchaser, enforceable against each Purchaser in accordance with its terms, subject to the Enforceability Exceptions.

SECTION 4.3. *No Conflicts; Consents*. None of the execution and delivery by each Purchaser of this Agreement or any of the Additional Transaction Documents, the performance by each Purchaser of its obligations hereunder or thereunder or the consummation by each Purchaser of the transactions contemplated hereby or thereby will (i) violate any Law applicable to each Purchaser, (ii) violate the Organizational Documents of each Purchaser, (iii) violate any Order to which each Purchaser is a party or by which it is

bound, (iv) violate, breach, result in a default under or require any consent of any other Person under the terms of any Contract to which each Purchaser is a party or by which it is bound (except that, at the time of the execution of this Agreement but not at the Closing, the consummation of the transactions contemplated hereby may be subject to obtaining any consent or waiver under a credit agreement to which any of the Purchaser Parties is a party if the Purchaser has so notified the Seller[s] in writing prior to the date hereof) or (v) require any approval or consent from or filing with any Governmental Authority.

SECTION 4.4. *Litigation*. As of the date hereof, there are no Legal Proceedings pending or, to each Purchaser's knowledge, threatened against each Purchaser that question the validity of this Agreement or any action taken or to be taken by each Purchaser in connection with, or that seek to enjoin or obtain monetary damages in respect of, this Agreement or the consummation by each Purchaser of the transactions contemplated hereby.

SECTION 4.5. *Sophisticated Purchaser; Purchase for Investment; Access to Information*. Each Purchaser is (a) an informed and sophisticated investor with sufficient knowledge and experience in the cement industry and in investment and financial matters generally to be capable of evaluating the risks and merits of its investment in the Subject Partnership Interests and (b) an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. Each Purchaser is purchasing the Subject Partnership Interests for its own account for the purpose of investment and not with a view to or for sale in connection with any distribution thereof. Each Purchaser has not agreed to sell, transfer or assign the Subject Partnership Interests to any other Person or to grant any rights in such interests to any other Person. Each Purchaser understands that the Subject Partnership Interests have not been registered under the Securities Act or any applicable state securities Laws and, accordingly, must be held indefinitely unless a subsequent sale or other transfer or assignment is registered under the Securities Act and such state securities Laws or an exemption from registration is available thereunder. Each Purchaser has adequate information concerning the business, operations, assets, affairs, financial condition and results of operations of the Partnership to make an informed decision regarding the purchase of the Subject Partnership Interest and has had the opportunity to ask questions and discuss the affairs of the Partnership with the members of the Management Committee and other Representatives of the Partnership and has independently and without reliance upon the Seller[s] (other than in respect of [its/their] representations and warranties contained in this Agreement), and based on such information and the advice of such advisors as each Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement. Each Purchaser acknowledges that in some cases the Seller[s] and [its/their] Representatives may have greater understanding, familiarity and/or experience with regard to the business and operations of the Partnership than does each Purchaser, and each Purchaser nonetheless is making its own analysis and decision to enter into this Agreement, despite a potential imbalance in information.

SECTION 4.6. *No Reliance*. Each Purchaser acknowledges and agrees that neither the Seller[s] nor any of [its/their] Affiliates nor any of their Representatives have (a) acted as an agent, finder or broker for any Purchaser or its agents with respect to the offer, or sale of the Subject Partnership Interests, (b) acted as a fiduciary or financial or investment adviser to any Purchaser, or given any Purchaser any investment advice, opinion

or other information on whether the sale of the Subject Partnership Interests is prudent, (c) made any representations or warranties of any kind, express or implied, to any Purchaser in connection with the sale of the Subject Partnership Interests (other than as set forth in this Agreement) or (d) at any time had any duty to any Purchaser or its agents to disclose any information relating to the Partnership or its business, operations, assets, affairs, financial condition or results of operations, other than such duties provided by Law or pursuant to the Partnership Agreement. In making its decision to enter into this Agreement and purchase the Subject Partnership Interests, each Purchaser is relying solely on its own knowledge and experience and the representations and warranties of the Seller Parties set forth in Article III and Article V, together with the other terms and provisions set forth in this Agreement.

SECTION 4.7. *Sufficiency of Funds*. At the Closing, each Purchaser will have all funds necessary to pay the Initial Purchase Price, make the other payments to be made at Closing under this Agreement and all related fees and expenses, and consummate the transactions contemplated by this Agreement.

SECTION 4.8. *Fees*. Each Purchaser has not paid or become obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement for which the Seller[s] or any of [its/their] respective Affiliates will have any liability or responsibility whatsoever.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE PARENT COMPANIES

Each Parent Company hereby represents and warrants to the other Parties that are not Affiliates of such Parent Company as follows:

SECTION 5.1. *Organization; Power and Authority*. Such Parent Company is a corporation duly formed, validly existing and in good standing under the Laws of its state of incorporation.

SECTION 5.2. *Authorizations; Execution and Validity*. Such Parent Company has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such Parent Company of this Agreement, the performance by such Parent Company of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of such Parent Company. This Agreement has been duly and validly executed and delivered by such Parent Company and constitutes a valid and binding obligation of such Parent Company, enforceable against such Parent Company in accordance with its terms, subject to the Enforceability Exceptions.

SECTION 5.3. *No Conflicts; Consents*. None of the execution and delivery by such Parent Company of this Agreement, the performance by such Parent Company of its obligations hereunder or the consummation by such Parent Company of the transactions contemplated hereby will (i) violate any Law applicable to such Parent Company, (ii)

violate the Organizational Documents of such Parent Company, (iii) violate any Order to which such Parent Company is a party or by which it is bound, (iv) violate, breach, result in a default under or require any consent of any other Person under the terms of any Contract to which such Parent Company is a party or by which it is bound or (v) require any approval or consent from or filing with any Governmental Authority, except for any filing or approval referred to in Section 3.3 or 4.3.

SECTION 5.4. *Litigation*. As of the date hereof, there are no Legal Proceedings pending or, to such Parent Company's knowledge, threatened against such Parent Company that question the validity of this Agreement or any action taken or to be taken by such Parent Company in connection with, or that seek to enjoin or obtain monetary damages in respect of, this Agreement or the consummation by such Parent Company of the transactions contemplated hereby.

SECTION 5.5. *No Reliance*. In making its decision to enter into this Agreement and undertake the obligations on its part set forth herein, such Parent Company is relying solely on its own knowledge and experience and the representations and warranties of the Parties who are not Affiliates of such Parent Company set forth in Articles III, IV or V (as the case may be), together with the other terms and provisions set forth in this Agreement.

ARTICLE VI
COVENANTS

Each Party hereby covenants as follows, it being understood that all covenants contained in this Article VI shall survive the Closing:

SECTION 6.1. *Cooperation; Further Actions*. Upon the terms and subject to the conditions of this Agreement, all of the Parties shall cooperate with each other and use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement as promptly as practicable, including the preparation and filing of all forms, registrations and notices required to be filed to consummate the transactions contemplated hereby, and the taking of such actions as are necessary to obtain any requisite consents, Orders, Permits, qualifications, exemptions or waivers from any third party or Governmental Authority. In addition, no Party shall take any action (other than any action required to be taken under this Agreement or to which the other Parties shall have granted their consent) that could reasonably be expected to materially delay the obtaining of, or result in not obtaining, any consent, Order, Permit, qualification, exemption or waiver from any Governmental Authority or other Person necessary, proper or advisable to consummate the transactions contemplated by this Agreement. The Purchaser Parties shall not take any action (other than any action required to be taken under this Agreement or to which the Seller Parties shall have granted their consent) that could reasonably be expected to prohibit, restrict or in any way hinder the consummation of the transactions contemplated by the Outside Purchase Agreement or to materially delay the obtaining of, or result in not obtaining, any consent, Order, Permit, qualification, exemption or waiver from any Governmental Authority or other Person necessary, proper or advisable to consummate such transactions.

SECTION 6.2. *Partnership Agreement*. Each Party that is a partner of the Partnership (i) hereby irrevocably waives any provisions of the Partnership Agreement that would prohibit or restrict the execution and delivery by any of the other Parties or their Affiliates of the Outside Purchase Agreement, this Agreement or the Additional Transaction Documents or the consummation of the transactions contemplated hereby or thereby; and (ii) from and after the date hereof and continuing until the Closing or termination of this Agreement, neither HSMC, on the one hand, or the TLCC Partners, on the other hand, will provide a notice to the other pursuant to Article IV of the Partnership Agreement. From and after the date hereof through the Closing, the Eagle Parties expressly agree that the TLCC Partners shall, and the HM Parties expressly agree that HMSC shall, in the ordinary course, consistent with past practices: (i) continue to perform each of their respective obligations under the Partnership Agreement, including, but not limited to, any obligation relating to a Budget (as defined in the Partnership Agreement), any other capital spending plan or any commitment to make future contributions, in each case, that has been duly approved in accordance with the Partnership Agreement; and (ii) continue to support the Partnership's strategic projects set forth on Exhibit E. In addition, the Purchasers hereby acknowledge and agree that, upon the consummation of the transactions contemplated by this Agreement, except as provided in the Transition Services Agreement, the Seller[s] will have no further obligations of any kind whatsoever under the Partnership Agreement, including, but not limited to, the obligation to make capital contributions to the Partnership or any other financial obligations to the Partnership or otherwise provide amounts to the Partnership in order to fund the payment of any indemnification obligations of the Partnership to any Person. Notwithstanding anything to the contrary set forth herein, the Purchasers hereby acknowledge and agree that the provisions of Section 5.7 and the second paragraph of Section 13.1 of the Partnership Agreement, insofar as they benefit the Seller[s] or any other Covered Persons who are Affiliates or Representatives of the Seller[s] (including, but not limited to, any designee of the Seller[s] who serves or has served as a representative on the Management Committee of the Partnership or as an officer of the Partnership) and relate to the assets or operations of the Partnership (or its predecessors) prior to the Closing Date (the "Surviving Indemnification Rights"), shall survive the purchase and sale of the Subject Partnership Interests contemplated by this Agreement, and that the transactions contemplated hereby do not release the Partnership or any other Partner from its obligations to the Seller[s] or such other Covered Persons in respect of the Surviving Indemnification Rights.

SECTION 6.3. *Further Assurances*. Prior to, at or after the Closing, each of the Parties shall execute and deliver, or cause to be executed and delivered, such further assignments, certificates, instruments and other documents and take, or cause to be taken, such other actions as the other Parties may reasonably request in order to consummate, implement, complete or perfect the transactions contemplated by this Agreement or the Additional Transaction Documents, including the sale, assignment and transfer of the Subject Partnership Interests to the Purchaser, or otherwise to carry out the intent of this Agreement and the Additional Transaction Documents.

SECTION 6.4. *Certain Confidential Information*.

(a) The Seller[s] hereby acknowledge[s] that, (1) as [a] Partner[s] of the Partnership and [a] holder[s] of Subject Partnership Interests, the Seller[s] [has/have]

received or been given access to confidential and/or proprietary information relating to the Partnership and its business, operations, assets, liabilities, results of operations and financial condition, which information shall not be deemed to include information that (i) is already in the public domain (other than as a result of a breach by the Seller[s] of any obligation of confidentiality owing to the Partnership), (ii) was known by the Seller[s] prior to time [it/they] became [a] Partner[s] of the Partnership or acquired any Subject Partnership Interests or (iii) has become or becomes known to the Seller[s] from a third party that is not affiliated with and does not owe a duty of confidentiality to the Partnership (such proprietary or confidential information being hereinafter referred to as the "Confidential Information"), and (2) the Partnership would be irreparably damaged if any Confidential Information were disclosed to any Person in a manner prohibited by this Section 6.4.

(b) The Seller[s] agree[s] that, from and after the Closing, [it/they] shall (i) keep any Confidential Information known to it or in its possession strictly confidential and (ii) not disclose or divulge any Confidential Information except with the prior written consent of the Partnership or where such disclosure is required by Law, court order or administrative proceeding, including pursuant to the disclosure obligations of a Party or its Affiliates under the Exchange Act or any other applicable securities laws or the rules promulgated thereunder.

(c) In the event that the Seller[s] or any of [its/their] Representatives become[s] legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Seller[s] shall provide the Partnership with prompt prior written notice of such requirement so that the Partnership or its general partner may seek a protective order or other appropriate remedy or waive compliance with the terms of this Section 6.4. In connection with any compelled disclosure referred to above, the Seller[s] agree[s] that only that portion of the Confidential Information which the Seller[s] [is/are] advised by counsel is legally required to be disclosed may be furnished in response to the applicable requirement and that the Seller[s] shall exercise [its/their] reasonable best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

(d) The obligations of the Seller[s] under this Section 6.4 shall terminate two years from the Closing Date; *provided, however*, that, in the case of any Confidential Information which was provided or made available to the Partnership by third parties, to the extent that the Partnership owes duties of confidentiality, non-use or non-disclosure to such third parties in respect of such Confidential Information under a participation agreement or confidentiality agreement or otherwise, the obligations of the Seller[s] in respect of such Confidential Information shall continue in effect for so long as the Partnership owes duties of confidentiality, non-use or non-disclosure to such third parties.

SECTION 6.5. *Seller's Access to Books and Records*. For a period of five years from and after the Closing Date (the "Record Retention Period"), the Purchasers shall, or shall cause the Partnership to, maintain copies of all material books and records relating to tax and financial reporting matters for periods prior to the Closing Date ("Books and Records") in the possession of the Partnership on the Closing Date and shall prevent the destruction of such Books and Records (except in accordance with the document retention

policies of the Partnership in effect on the Closing Date), without first providing written notice to the Seller[s] and affording [it/them] a reasonable opportunity, at the expense of the Seller[s], to make copies of all or a portion of the Books and Records. During the Record Retention Period, the Purchasers shall, or shall cause the Partnership to, grant to the Seller[s] and [its/their] Representatives reasonable access, upon prior written request and during normal business hours, to the Books and Records, to the extent reasonably necessary or appropriate for general business purposes, including the preparation of tax returns and the handling of tax audits and disputes.

SECTION 6.6. *Litigation Support and Cooperation*. If and for so long as any Party is actively contesting or defending against any Third-Party Claim or Legal Proceeding arising in connection with any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the Closing Date involving the Partnership (other than an action brought by one Party against another Party or Parties under the terms of this Agreement or in connection with the transactions contemplated hereby), each of the Parties will cooperate with the contesting or defending Party and its counsel in the contest or defense, make available its personnel, and provide such testimony and access to its books and records as shall be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party.

SECTION 6.7. *Tax Matters*.

(a) *Pre-Closing Periods*. Texas Cement Company ("TCC") shall act as the "Partnership Representative" within the meaning of Section 6223 of the Code for the Partnership for each taxable period ending on or prior to the Closing Date and shall arrange for the preparation and filing of all Income Tax Returns for taxable periods ending on or prior to the Closing Date whether filed on, before or after the Closing Date. Such Income Tax Returns shall be prepared and filed in a manner consistent with past practice of the Partnership, and any such Income Tax Returns shall be submitted to HMSC for its review and comment at least thirty (30) days prior to the filing date. HMSC shall provide TCC with any written comments no later than fifteen (15) days after receiving each such Income Tax Return, and, if HMSC does not provide any written comments within fifteen (15) days, HMSC shall be deemed to have accepted such Income Tax Return. The Parties shall attempt in good faith to resolve any dispute with respect to any such Income Tax Return. To the extent any such Income Tax Return reflects a position (including in respect of a new item) that has not been taken by the Partnership with respect to any prior year and could reasonably be expected to materially increase the Tax liability of the Partnership or Purchasers for or with respect to any Post-Closing Tax Period, such Income Tax Return shall not be filed without the consent of Purchasers (not to be unreasonably withheld, delayed or conditioned).

(b) *Post-Closing Periods*. The Partnership shall prepare and file all other Tax Returns of the Partnership for all taxable periods that include or come after the Closing Date. The Purchaser or one of its Affiliates designated by it shall act as the "partnership representative" within the meaning of Section 6223(a) of the Code, as amended by the Revised Partnership Tax Audit Procedures, for all taxable periods of the Partnership that include or come after the Closing Date.

(c) *Straddle Periods*. In the case of any Straddle Period, income, gains, losses, deductions, credits and other Tax items shall be allocated, as between Seller[s] and Purchasers, using the interim closing method and the calendar day convention, as described in Treasury Regulation Section 1.706-4 to the extent permitted under applicable Law.

(d) *Push-Out Election*. If the IRS (or any equivalent state or local Governmental Body) makes an adjustment to an item of income, gain, loss, deduction or credit of the Partnership for any taxable period after 2017 and ending on or before the Closing Date, the Partnership shall timely and properly prepare and submit any forms necessary to make the election to "push out" any adjustments to its partners under Section 6226 of the Code and Sellers shall take any actions necessary to give effect to such election.

(e) *Post-Closing Tax Proceedings*. Following the Closing, the conduct of any Tax audit or administrative or court proceeding relating to any Income Tax Return of the Partnership for a taxable period ending on or prior to the Closing Date (a "Tax Proceeding") shall be controlled by TLCC GP; provided, that TLCC GP must control such Tax Proceeding in good faith and with reasonable diligence thereafter to preserve its rights. TLCC GP shall keep HMSC fully and timely informed with respect to the commencement, status and nature of any such Tax Proceeding. TLCC GP shall consider in good faith comments made by HMSC to TLCC GP regarding the conduct of or positions taken in any such Tax Proceeding. HMSC shall, at its sole cost and expense, be entitled to fully participate in any such Tax Proceeding. Each of TLCC GP and HMSC shall have the right to consent to any settlement with respect to (or abandonment of) any such Tax Proceeding (provided such consent cannot be unreasonably withheld, conditioned or delayed). The costs and expenses of the Partnership with respect to any Tax Proceeding, including expenses of and fees for attorneys, accountants and consultants, shall be borne 50% by Purchasers and 50% by Seller[s]. Purchasers (or an Affiliate thereof) shall control in good faith any Tax audit, or administrative or court proceeding of the Partnership other than Tax Proceedings described above (the "Other Tax Proceedings"); *provided* that Purchasers shall control such Other Tax Proceedings in good faith and with reasonable diligence and keep Seller[s] fully and timely informed with respect to the commencement, status and nature of any such Other Tax Proceeding, Seller shall be entitled to fully participate (at its sole cost and expense) in any such Other Tax Proceeding, and Seller shall have the right to consent to any settlement with respect to (or abandonment of) any such Other Tax Proceeding (provided such consent cannot be unreasonably withheld, conditioned or delayed).

(f) *Section 754 Election.* Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Partnership shall attach a properly completed election statement pursuant to Section 754 of the Code (and any similar provisions of applicable state, local or non-U.S. Law) to the Partnership's Tax Returns for its taxable year that includes the Closing Date, to the extent the Partnership does not already have such an election in effect.

(g) *Purchase Price Allocation*. Seller[s] and Purchasers agree that the sum of the Purchase Price and Seller[s]' share of the liabilities of the Partnership shall be allocated to and among the assets of the Partnership for U.S. federal income tax purposes in a manner consistent with Section 1060 of the Code and the regulations promulgated thereunder. Purchasers shall deliver to Seller[s] an allocation schedule not more than one

hundred twenty (120) days after the determination of Final Purchase Price. Seller[s] may propose changes to such allocation schedule within thirty (30) days of its receipt of such schedule from Purchasers, and Seller[s] and Purchasers shall negotiate in good faith to agree on a final allocation schedule not more than 15 days after the determination of Final Purchase Price. If Seller[s] and Purchasers agree on an allocation schedule, none of the Parties shall take any position on any Tax Return or with any taxing authority that is inconsistent with such allocation unless required to do so by applicable Law. If Seller[s] and Purchasers fail to agree on a final allocation schedule, each of them shall be entitled to use its own allocation schedule with respect to the items in dispute on any Tax Return or with any taxing authority.

(h) *Cooperation*. Seller[s] agree to furnish to the Partnership copies of any books and records in Seller[s]' possession relating to Taxes of the Partnership. Each Party agrees to furnish or cause to be furnished to Seller[s], upon request, as promptly as practicable, such information and assistance relating to Taxes, including access to Partnership books and records, as is reasonably necessary for the filing of all Tax Returns (including Tax refund claims) the preparation for any audit by any Governmental Authority, the determination of any liability for Taxes and the prosecution or defense of any claim, suit or proceeding relating to any Taxes. The Partnership shall retain all books and records in its possession with respect to Taxes for a period of at least seven (7) years following the Closing Date. Except in connection with a Tax Proceeding being conducted in good faith by a Party that is complying with this Agreement in all material respects with respect to such proceedings, no Party shall execute, submit, deliver or file, by or on behalf of the Partnership, any waiver of any statute of limitations or agreement for the extension of time for the assessment of any Taxes (or any deficiency thereof) for any Tax period ending on or prior to the Closing Date or any Straddle Period with respect to which a material amount of Taxes may be assessed, without the consent of the other Parties, such consent not to be unreasonably withheld, conditioned or delayed.

(i) Conflicts. Notwithstanding any provision herein to the contrary, to the extent that a provision of this Section 6.7 directly conflicts with any provision of this Agreement, this Section 6.7 shall govern.

SECTION 6.8. *Employees and Employee Benefits*. Except as provided in the Transition Services Agreement, any employees of the Seller[s] who are performing services for, or are servings as officers of, the Partnership shall cease performing services for, and serving as officers of, the Partnership immediately prior to the Closing Date. Except as otherwise agreed by the Parties, the Partnership and its employees shall cease participating in any employee benefit plans sponsored or maintained by the Seller[s] immediately prior to the Closing Date. The Partnership and the Purchasers shall be solely responsible for any and all liabilities and obligations, whether arising before, on or after the Closing Date, with respect to the employee benefit plans of the Partnership or relating to the employment of any of the Partnership's employees.

SECTION 6.9. *Parent Company Obligations*. Eagle shall take all actions on its part (and shall cause its subsidiaries to take all actions on their part) that are required to cause the other Eagle Parties to comply with their obligations under this Agreement. HM shall take all actions on its part (and shall cause its subsidiaries to take all actions on their

part) that are required to cause the other HM Part[y/ies] to comply with its obligations under this Agreement.

SECTION 6.10. *Nonsolicitation*. Except with the prior written consent of the Purchaser, from and after the date hereof and continuing until the first anniversary of the Closing, [each of] the Seller[s] agrees that it shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit, any individual who has been employed by the Partnership within one (1) year prior to the date of such hiring or solicitation; *provided, however*, this Section 6.10 shall not prevent the Seller[s] or [its/their] Affiliates from hiring or soliciting any employee or former employee of the Partnership who (i) responds, whether directly or through a third party recruiter, to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Partnership employees or (ii) was terminated by the Partnership, without influence by [any] Seller, prior to any such hiring or solicitation.

SECTION 6.11. *Payment of Intercompany Accounts*. After the Closing, the Purchasers shall cause the Partnership to pay all Post-Closing Intercompany Obligations to the Seller[s] and their Affiliates in the ordinary course of business and at the same times and in the same manner as they would have been paid if the transactions contemplated by this Agreement had not been consummated.

SECTION 6.12. *Bonds and Similar Obligations*.. The Partnership has provided a list to each of the Parties setting forth each reclamation or other bond, surety agreement, letter of credit or similar instrument issued or guaranteed by the Seller[s] or any of [its/their] Affiliates to provide a counterparty with assurances as to the obligations of the Partnership. From and after the date hereof, the Purchasers shall use their commercially reasonable efforts to take or cause to be taken all actions necessary to secure the complete release of Seller[s] and [its/their] Affiliates from any such bond, surety agreement, letter of credit or similar instrument. After the Closing and for so long as the Seller[s] or any of [its/their] Affiliates have any liability or obligations under or in respect of any such bond, surety agreement, letter of credit or similar instrument, the Purchaser Parties shall jointly and severally indemnify, defend and hold harmless the Seller[s] and [its/their] Affiliates from and against any Losses that Seller[s] or [its/their]Affiliates suffer, incur or are liable for by reason of or arising out of any such bond, surety agreement, letter of credit or similar instrument.

SECTION 6.13. *Transition Services Agreement*. At the Purchasers' election, commencing at the Closing and continuing for up to twelve (12) months, the Parent Company of Seller[s] shall provide, or cause to be provided, to the Partnership certain transition services that are currently provided to the Partnership by the Parent Company of Seller[s], and the Partnership shall agree to compensate such Parent Company for such services, all as more fully set forth in a transition services agreement substantially in the form attached hereto as Exhibit C (the "Transition Services Agreement"), to be entered into by the applicable Parent Company of Seller[s] and the Partnership.

ARTICLE VII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE PURCHASERS

The obligation of the Purchasers to consummate the transactions contemplated hereby is subject to the satisfaction (or waiver by the Purchasers in writing) of the following conditions:

SECTION 7.1. *Accuracy of Representations and Warranties*. Each of the representations and warranties of the Seller[s] contained in Article III shall be true and correct in all material respects as of the Closing.

SECTION 7.2. *Performance of Covenants*. The Seller[s] shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement required to be performed or complied with by [it/them] prior to or at the Closing Date.

SECTION 7.3. *No Order*. No Order shall be in effect prohibiting, enjoining or restraining the consummation of the transactions contemplated by this Agreement.

SECTION 7.4. *Consummation of Transactions under Outside Purchase Agreement*. The closing of the transactions under the Outside Purchase Agreement shall have been consummated substantially concurrently with the Closing.

SECTION 7.5. *Material Adverse Effect*. There shall not have been since the date of the Put Option Agreement a Material Adverse Effect.

SECTION 7.6. *Good Standing Certificate.* The Purchasers shall have received a certificate of recent date from the Secretary of State of the State of Delaware with respect to the existence and good standing of [each of] the Seller[s].

SECTION 7.7. *Officer's Certificate*. The Purchasers shall have received a certificate of an appropriate officer of [each of] the Seller Parties, dated as of the Closing Date, attesting that:

(a) the representations and warranties of such Seller Party set forth in this Agreement are true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties expressly speak as of a specified date, in which case such representations and warranties shall be true and correct in all respects on and as of such specified date); and

(b) such Seller Party has performed or complied, in all material respects, with all of the covenants and agreements required by this Agreement to be performed or complied with by such Seller Party on or before the Closing.

ARTICLE VIII
CONDITIONS PRECEDENT TO
THE OBLIGATIONS OF THE SELLER[S]

The obligation of the Seller[s] to consummate the transactions contemplated hereby is subject to the satisfaction (or waiver by the Seller[s] in writing) of the following conditions:

SECTION 8.1. *Accuracy of Representations and Warranties*. Each of the representations and warranties of the Purchasers contained in Article IV shall be true and correct in all material respects as of the Closing Date.

SECTION 8.2. *Performance of Covenants*. The Purchasers shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement required herein to be performed or complied with by them prior to or at the Closing Date.

SECTION 8.3. *No Order*. No Order shall be in effect prohibiting, enjoining or restraining the consummation of the transactions contemplated by this Agreement.

SECTION 8.4. *Consummation of Transactions under Outside Purchase Agreement*. The closing of the transactions under the Outside Purchase Agreement shall have been consummated substantially concurrently with the Closing.

SECTION 8.5. *Delivery of Purchase Price*. The Purchasers shall have delivered the Purchase Price to the Seller[s] in accordance with the provisions of this Agreement.

SECTION 8.6. *Good Standing Certificate.* The Seller[s] shall have received a certificate of recent date from the Secretary of State of the State of Delaware with respect to the existence and good standing of each of the Purchasers.

SECTION 8.7. *Officer's Certificate*. The Seller[s] shall have received a certificate of an appropriate officer of each of the Purchaser Parties, dated as of the Closing Date, attesting that:

(a) the representations and warranties of such Purchaser Party set forth in this Agreement are true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties expressly speak as of a specified date, in which case such representations and warranties shall be true and correct in all respects on and as of such specified date); and

(b) such Purchaser Party has performed or complied, in all material respects, with all of the covenants and agreements required by this Agreement to be performed or complied with by such Purchaser on or before the Closing.

ARTICLE IX
TERMINATION

SECTION 9.1. *Termination of Agreement*. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time before the Closing only as follows:

(a) *Mutual Consent*. By mutual written consent of the Seller[s] and the Purchasers;

(b) *Failure to Close*. By the Seller[s] or the Purchasers (by written notice to the other Parties), if at least three business days have elapsed after the scheduled date of the Closing in accordance with Section 2.1, but the other Parties have failed or refused to consummate the transactions contemplated hereby, despite the fact that the conditions to the obligations of such other Parties to consummate such transactions (other than any conditions to be satisfied through the making of payments or the delivery of documents at the Closing) shall have been satisfied;

(c) *Agreement Expiration Date*. By the Seller[s] or the Purchasers (by written notice to the other Parties), if the Closing has not occurred (i) on or prior to the 18th month anniversary of the date of this Agreement or (ii) prior to or on the date upon which the Outside Purchase Agreement has been terminated without the transactions contemplated thereby having been consummated (the "Agreement Expiration Date"); *provided, however*, that such Parties may not terminate this Agreement pursuant to this Section 9.1 if the failure of the Closing to occur on or before such date is attributable in whole or in any substantial part to the breach by such Parties of any covenant or obligation of such Parties contained in this Agreement;

(d) *Consummation Prohibited*. By the Seller[s] or the Purchasers (by written notice to the other Parties), if consummation of the transactions contemplated hereby would violate any final and non-appealable Order of a Governmental Authority having competent jurisdiction;

(e) *Breach by the Seller[s]*. By the Purchasers (by written notice to the Seller[s]), if there has been a breach by the Seller[s] of any representation, warranty, covenant or agreement set forth in this Agreement, such that (i) the conditions set forth in Sections 7.1 or 7.2 would not be satisfied if such breach is not cured by the Closing Date and (ii) such breach has not been cured within the earlier of (A) 30 calendar days after receipt by the Seller[s] of notice of breach from the Purchasers or (B) the Agreement Expiration Date*; provided, however*, that the Purchasers may not terminate this Agreement pursuant to this Section 9.1(e) if the Purchasers are in breach in any material respect of any covenant or obligation contained in this Agreement; or

(f) *Breach by the Purchasers*. By the Seller[s] (by written notice to the Purchasers) if there has been a breach by the Purchasers of any representation, warranty, covenant or agreement set forth in this Agreement, such that (i) the conditions set forth in Sections 8.1 or 8.2 would not be satisfied if such breach is not cured by the Closing Date and (ii) such breach has not been cured within the earlier of (A) 30 calendar days after

receipt by the Purchasers of notice of breach from the Seller[s] or (B) the Agreement Expiration Date; *provided, however*, that the Seller[s] may not terminate this Agreement pursuant to this Section 9.1(f) if the Seller[s] [is/are] in breach in any material respect of any covenant or obligation contained in this Agreement.

SECTION 9.2. *Effect of Termination*. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties to this Agreement shall terminate without further liability on the part of any Party to any other Party, except that this Section 9.2 and Article XII shall survive any termination; *provided, however*, that nothing herein shall relieve a breaching or defaulting party for liability arising from any willful or intentional breach or default by it that takes place prior to the date of termination of this Agreement.

ARTICLE X
INDEMNIFICATION

SECTION 10.1. *Survival*. The representations and warranties in Sections 3.1, 3.2, 3.4, 4.1 and 4.2 shall survive indefinitely. All other representations and warranties of the Parties contained in this Agreement shall survive the Closing and shall continue in effect for a period of six years from the date of this Agreement. The covenants and agreements of the Parties contained in this Agreement (other than the covenants and agreements contained in this Article X) shall survive the Closing and continue in effect until such covenants and agreements have been fully performed by the applicable Party or Parties or have expired in accordance with their own terms. The provisions of this Article X, as they relate to specific representations, warranties, covenants and agreements of the Parties contained in this Agreement, shall continue in effect until 90 days after the applicable Survival Expiration Date for such representations, warranties, covenants and agreements; *provided, however*, that, if an Indemnified Party delivers a written request for indemnification to an Indemnifying Party prior to the Survival Expiration Date for such representations, warranties, covenants and agreements, which request states the nature of the claim and provides a brief description of the basis therefor, such provisions shall continue in force and effect beyond the Survival Expiration Date, solely for the benefit of the Indemnified Party delivering such request and solely with respect to the Claim covered by such request. As used herein, the term "Survival Expiration Date" means, in the case of any representation, warranty, covenant or agreement, the date upon which such representation, warranty, covenant or agreement ceases to be in full force and effect in accordance with the provisions of this Section 10.1.

SECTION 10.2. *Indemnification by the Seller Parties*. The Seller Parties shall jointly and severally indemnify and hold harmless the Purchaser Parties and their Affiliates and their respective Representatives (the "Purchaser Indemnified Parties") from and against any and all Claims, judgments, settlements, liabilities, obligations, damages, losses, deficiencies, costs, penalties, interest, costs and expenses ("Losses") incurred by or imposed upon such Purchaser Indemnified Party to the extent that such Losses arise from or are based upon (i) a breach by any Seller Party of any representation or warranty made by it in this Agreement or any of the Additional Transaction Documents or (ii) a breach by any Seller Party of any covenant or agreement of such Seller Party contained in this Agreement or any of the Additional Transaction Documents. Notwithstanding anything to the contrary

contained herein, in no event shall the obligation of the Seller Parties to indemnify the Purchaser Indemnified Parties pursuant to this Section 9.2 exceed an amount equal to the Purchase Price (except that this limitation shall not affect in any manner the right of the Purchasers to seek or obtain any remedy available at law or in equity in respect of (i) a breach or violation by the Seller[s] of [its/their] obligations under Section 6.4 or (ii) a failure to observe or comply with the terms of the Seller Party Release executed by the Seller[s] at Closing).

SECTION 10.3. *Indemnification by the Purchaser Parties.* The Purchaser Parties shall jointly and severally indemnify and hold harmless the Seller Parties and their Affiliates and their respective Representatives (the "Seller Indemnified Parties") from and against any Losses incurred by or imposed upon the Seller Indemnified Parties to the extent that such Losses arise from, are based upon or are the result of (i) any liability incurred by or imposed on a Seller Indemnified Party in its capacity as a general partner of the Partnership, (ii) a breach by any Purchaser Party of any representation or warranty made by it in this Agreement or any of the Additional Transaction Documents or (iii) a breach by any Purchaser Party of any covenant or agreement of such Purchaser Party contained in this Agreement or any of the Additional Transaction Documents. Notwithstanding anything to the contrary contained herein, in no event shall the obligation of the Purchaser Parties to indemnify the Seller Indemnified Parties pursuant to this Section 10.3 exceed an amount equal to the Purchase Price (except that this limitation shall not affect in any manner the right of the Seller[s] to seek or obtain any remedy available at law or in equity in respect of a failure to observe or comply with the terms of the Purchaser Party Release executed by the Purchasers at Closing).

SECTION 10.4. *Third-Party Claims; Procedure*. The obligations of the Parties provided for in Section 10.2 and 10.3, as applicable, with respect of Claims made or asserted by a third party ("Third-Party Claims") shall be performed in accordance with the following procedures:

(a) Promptly after receipt by the Indemnified Party of notice of a Third-Party Claim or the commencement of any Legal Proceeding involving such a Claim that could reasonably be expected to give rise to any Losses against which the Indemnified Party expects to seek indemnification under this Article X, the Indemnified Party shall deliver to the Indemnifying Party a written notice which shall state the nature of the Third-Party Claim and a brief description of the alleged basis therefor and provide a reasonably detailed statement of the facts required in order for the Indemnifying Party to evaluate the Third-Party Claim and decide whether to assume the defense thereof; *provided, however*, that the failure to so notify the Indemnifying Party shall not relieve it from any liability that it may have to the Indemnified Party, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure, including as a result of the incurrence of additional Losses by the Indemnifying Party or the forfeiture of substantive rights or defenses that would otherwise be available in the defense of such Third-Party Claim.

(b) If a Legal Proceeding is commenced by a third party against an Indemnified Party and it gives notice to the Indemnifying Party in accordance with paragraph (a) above, the Indemnifying Party shall be entitled to assume the defense of such Legal Proceeding at the expense of the Indemnifying Party with counsel reasonably

satisfactory to the Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such Legal Proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the employment of such counsel at the expense of the Indemnifying Party shall have been specifically authorized in writing by the Indemnifying Party, (ii) the Indemnifying Party shall have failed to assume the defense of such Legal Proceeding with counsel reasonably satisfactory to the Indemnified Party within a reasonable period after receipt by it of the notice referred to in paragraph (a) above (unless such failure is due to the Indemnified Party failing or refusing to acknowledge that the Indemnifying Party is entitled to assume the defense thereof) or (iii) the named parties to any such Legal Proceeding (including any impleaded parties) include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have been advised by such counsel that there is one or more legal defenses available to it that are in conflict in any material respect with those available to the Indemnifying Party such that an assertion of such legal defenses by the Indemnifying Party on behalf of the Indemnified Party could reasonably be expected to result in material prejudice to the Indemnified Party. If clause (ii) or (iii) above are applicable in the case of any Legal Proceeding, then (notwithstanding the first sentence of this paragraph (b)) the Indemnifying Party shall not be entitled to assume the defense of the such Legal Proceeding, and the Indemnified Party shall conduct the defense thereof at the expense of the Indemnifying Party; *provided, however*, that, in any such case, the Indemnifying Party shall not, in connection with any one action or separate but substantially similar or related actions arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for the Indemnified Party. Except as provided in clause (i), (ii) or (iii) above, after notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of any Legal Proceeding, the Indemnifying Party shall not be liable to the Indemnified Party for any attorney's fees or other costs or expenses subsequently incurred by the Indemnified Party in connection with the defense thereof.

(c) The Indemnifying Party shall not, without the prior written consent of each Indemnified Party (which consent shall not be unreasonably withheld or delayed), settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Legal Proceeding in respect of which indemnification is being sought by such Indemnified Party hereunder (whether or not the Indemnified Party is an actual or potential party to such Legal Proceeding) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such Legal Proceeding. An Indemnified Party shall not compromise or consent to the entry of any judgment with respect to any pending or threatened Legal Proceeding in respect of which indemnification is being sought by the Indemnified Party hereunder, without the prior written consent of the Indemnifying Party.

SECTION 10.5. *Other Claims; Procedure*. If an Indemnified Party desires to seek indemnification for a Claim that is not a Third-Party Claim, the Indemnified Party shall deliver a written notice to the Indemnifying Party with respect to such Claim as promptly as reasonably practicable after it determines that it will seek indemnification against Losses arising therefrom, which notice shall state the nature of the Claim and provide a brief description of the basis therefor and provide a reasonably detailed statement of the facts required in order for the Indemnifying Party to evaluate the Claim. Upon

delivery of such notice, the Parties shall, to the extent that they do not agree as to the applicability of this Article X to the relevant Losses, attempt in good faith to resolve their differences for a period of 60 days and if the Parties are unable to resolve their differences within such period, either Party may submit the matter to for resolution by appropriate Legal Proceedings in accordance with the provisions of Section 12.9.

SECTION 10.6. *Reliance* The rights of an Indemnified Party to indemnification for breaches of the representations and warranties of any other Parties set forth in this Agreement are part of the basis of the bargain contemplated by this Agreement, and such rights to indemnification shall not be affected or waived by virtue of, and the Indemnified Party shall be deemed to have relied upon the representations and warranties of such other Parties set forth in this Agreement notwithstanding any knowledge acquired (or capable of being acquired) by any Indemnified Party of any untruth of any such representation or warranty of such other Parties set forth in this Agreement, regardless of whether such knowledge was obtained (or was capable of being obtained) through the investigation by such Indemnified Party or through disclosure by such other Parties or any other Person, and regardless of whether such knowledge was obtained before, at or after the Closing.

SECTION 10.7. *Exclusive Remedy*. Unless otherwise prohibited by applicable Law (pursuant to statutory or other provisions that cannot be waived by the Parties), from and after the Closing, the remedies of the Parties specifically provided for in Article X shall be the sole and exclusive remedies available to the Parties for all matters covered or contemplated by this Agreement; *provided, however*, that nothing herein shall limit the right of any Party (i) to seek specific performance or injunctive relief in connection with a breach by another Party of its covenants or agreements under this Agreement that are to be performed after the Closing or (ii) to seek any remedy available at law or in equity in respect of a failure on the part of any Party to observe or comply with the terms of the Seller Party Release or Purchaser Party Release, as applicable, executed by such Party at Closing. Without limiting the generality of the foregoing, the Purchasers shall not seek any indemnification, contribution, repayment or other remedy or recourse against the Seller[s] directly or indirectly (whether by asserting a Claim against the Seller or [its/their] Affiliates or Representatives or otherwise) with respect to any matter relating to the Partnership or it business, operations, properties or assets or the subject matter of this Agreement (whether on the basis of a claim sounding in tort, contract, statute or otherwise) outside of the provisions of this Article X.

ARTICLE XI
DEFINITIONS

SECTION 11.1. *Definitions*. As used in this Agreement, the terms set forth below shall have the following respective meanings:

"Accounting Principles" means the accounting principles, practices and methodologies used in the preparation of the latest audited balance sheet of the Partnership issued to its Partners prior to the date of this Agreement and, to the extent not inconsistent therewith, consistent with past practice of the Partnership prior to the Closing Date.

"Additional Transaction Documents" means, with respect to any Party, the agreements, certificates, documents and instruments (including any release) executed or to be executed by such Party in connection with the consummation of the transactions contemplated by this Agreement.

"Adverse Claim" means, with respect to any security or other financial instrument, an "adverse claim" as defined in Section 8.102(a)(1) of the Uniform Commercial Code as in effect in the State of Texas.

"Affiliate" has the meaning set forth in the Partnership Agreement.

"Assignment" means an Assignment of Limited Partnership Interest, in the form attached hereto as Exhibit A, to be executed by the Seller[s] in favor of the Purchasers.

"Claim" means any claim, demand or cause of action or any request for any remedy or relief of any kind, including any of the foregoing that may be asserted or may arise in a Legal Proceeding.

"Closing Credit Agreement Amount" means the amount required to be paid to JPMorgan on the Closing Date in order to repay all outstanding principal of and interest accrued on, and prepayment penalties or fees or other amounts owing in respect of, the Indebtedness of the Partnership and to terminate the obligations of the Partnership under the Credit Agreement, as determined by the Partnership based a written confirmation obtained from JPMorgan.

"Closing Debt" means all Indebtedness of the Partnership outstanding as of the Effective Time (determined without duplication in accordance with the Accounting Principles and without giving effect to any repayment of Indebtedness or Indebtedness incurred in connection with the Closing).

"Closing Intercompany Amount" means the net amount equal to (i) the intercompany obligations owing by the Partnership to the Seller[s] and [its/their] Affiliates that is outstanding as of the Effective Time, as calculated in accordance with the Accounting Principles, *minus* (ii) the intercompany obligations owing by the Seller[s] and [its/their] Affiliates to the Partnership that is outstanding as of the Effective Time, as calculated in accordance with the Accounting Principles.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any written contract, agreement, indenture, note, bond, loan, lease, conditional sale contract, mortgage or insurance policy.

"Court" means any court exercising judicial powers and authorities established and functioning under the Laws of any nation or state, or any political subdivision thereof, including the United States of America or any of its states or territories.

"Covered Person" means any person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person (i) is or was an officer,

employee or agent of the Partnership or a representative on the Management Committee or (ii) while an officer, employee or agent of the Partnership or a representative on the Management Committee, is or was serving at the request of the Partnership as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

"Credit Agreement" means the Credit Agreement, dated as of December 19, 2022, by and between the Partnership, as the borrower, and JPMorgan, as amended from time to time.

"Electronic Transmission" means any form of electronic communication (such as facsimile transmission or email) that is generally accepted as a means of communication in business matters and transactions and that (i) creates a record that may be retained, retrieved, and reviewed by the recipient and (ii) may be directly reproduced in paper form by the recipient through an automated process.

"Enforceability Exceptions" means, with reference to the enforcement of the terms and provisions of this Agreement or any Additional Transaction Document, that the enforcement thereof is or may be subject to the effect of (i) applicable bankruptcy, receivership, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and other similar Laws relating to or affecting the enforcement of the rights and remedies of creditors or parties to executory contracts generally; and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at Law or in equity) and the exercise of equitable powers by a court of competent jurisdiction.

"Entity" means any corporation, partnership, limited liability company, trust, unincorporated organization or other entity.

"Equity Securities" means (i) with respect to any corporation, all shares, interests, participations or other equivalents of capital stock of such corporation, however designated, and any warrants, options or other rights to purchase or acquire any such capital stock and any securities convertible into or exchangeable or exercisable for any such capital stock, (ii) with respect to any partnership, all partnership interests (including interests of general and limited partners), units, participations or other equivalents of partnership interests of such partnership, however designated, and any warrants, options or other rights to purchase or acquire any such partnership interests and any securities convertible into or exchangeable or exercisable for any such partnership interests, and (iii) with respect to any limited liability company, all limited liability company or members interests, units, participations or other equivalents of limited liability company or membership interests of such limited liability company, however designated, and any warrants, options or other rights to purchase or acquire any such limited liability company or membership interests and any securities convertible into or exchangeable or exercisable for any such limited liability company or membership interests.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Expenses" means any and all fees, costs and expenses, including, in the case of any Legal Proceeding or Claim in respect of which indemnification is to be provided hereunder, any reasonable out-of-pocket fees, costs and expenses incurred in connection with defending any such Legal Proceeding or Claim (including court filing fees, court costs, arbitration fees or costs, witness fees and reasonable fees and disbursements of legal counsel, expert witnesses, accountants and other professionals).

"Final Partnership Cash" means Partnership Cash, as finally determined in accordance with the provisions of Section 1.3.

"Final Working Capital" means Net Working Capital as of the Effective Time, but without taking into account the effect of any actions (including the transfer of any current assets or incurrence of current liabilities) by or at the direction of the Purchasers on the Closing Date after the Closing, as finally determined in accordance with the provisions of Section 1.3.

"Governmental Authority" means any nation or government, any state, city, municipality or political subdivision thereof, any federal or state court and any other agency, body, authority or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"HMSC" means HM Southeast Cement LLC, a Delaware limited liability company and a wholly owned indirect subsidiary of HM.

"Income Tax Return" means any federal, state or local Tax Return reporting income, profits or losses of the Partnership on a pass-through or flow-through basis (and, for the avoidance of doubt, shall not include Texas franchise Tax Returns).

"Indebtedness" of any Person means, without duplication, (i) indebtedness of such Person for money borrowed, (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (iii) obligations under leases that are, in accordance with United States generally accepted accounting principles ("GAAP"), recorded as finance leases (excluding obligations for "operating leases", as defined under GAAP), and (iv) any accrued and unpaid interest and, to the extent due and payable, prepayment and redemption premiums or penalties (if any) required to be paid in connection with the repayment of the indebtedness described in clauses (i) and (ii) if and when such indebtedness is to be repaid in accordance with the provisions of this Agreement.

"Indemnified Party" means a Seller Indemnified Party or a Purchaser Indemnified Party.

"Indemnifying Party" means the Party from whom an Indemnified Party is entitled to indemnification under the terms of this Agreement.

"JPMorgan" means JPMorgan Chase Bank, N.A., in its capacity as lender under the Credit Agreement.

"Knowledge" means the actual knowledge of [_____], after reasonable inquiry of [his/her] direct reports.

"Law" means any applicable law, statute, ordinance, rule, code or regulation of any Governmental Authority.

"Legal Proceeding" means any judicial, administrative or arbitral action, suit or proceeding (public or private) by or before any Court or Governmental Authority or arbitration tribunal.

"Lien" means any lien, pledge, mortgage, deed of trust, security interest, attachment or levy of any kind.

"Management Committee" has the meaning set forth in the Partnership Agreement.

"Material Adverse Effect" means any event, circumstance, development, occurrence, effect or change that (i) is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to the business, operations, assets, liabilities, financial condition or results of operations of the Partnership, taken as a whole, and (ii) threatens, or would reasonably be expected to threaten, the viability of the Partnership as a going concern or affects, or would reasonably be expected to affect, in a material and adverse manner the earnings potential of the Partnership over the long-term (consisting of not less than five years), in each case excluding any event, circumstance, development, occurrence, effect or change to the extent arising or resulting from (a) changes, developments or conditions in general economic or political conditions in the United States or the Market Area (as defined in the Partnership Agreement), including in the financial, debt, credit, capital or securities markets, including changes in interest rates, (b) changes generally affecting the industries in which the Partnership operates or business conditions generally in the United States or the Market Area, (c) changes or proposed changes in Laws or interpretations thereof or regulatory conditions or any changes in the enforcement thereof, including changes in tax law, interpretations and regulations after the date hereof, (d) changes or proposed changes in accounting standards or interpretations thereof, (e) acts of war (whether or not declared), hostilities, military actions or acts of terrorism, or any escalation or worsening of the foregoing, (f) weather conditions or acts of God (including storms, earthquakes, tsunamis, tornados, hurricanes, floods or other natural disasters or other comparable events), (g) pandemics or public health emergencies (including the COVID-19 pandemic), (h) the negotiation, execution, announcement or performance of this Agreement or the consummation of the transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, with employees, labor unions, financing sources, customers, suppliers, distributors, regulators, partners or other Persons, (i) any failure of the Partnership to meet, with respect to any period or periods, any internal or published projections, forecasts, estimates of earnings or revenues or business plans (but not the underlying facts or basis for such failure to meet projections, forecasts, estimates of earnings or revenues or business plans, which may be taken into account in determining whether there has been a Material Adverse Effect to the extent not otherwise falling within any of the other exceptions set forth in clauses (a) through (h) hereof) or (j) any action taken by the Parties with respect to the Partnership that

is expressly required by this Agreement or any action taken or omitted to be taken by the Partnership at the written request of the Purchasers; *provided*, *however*, that if any event, circumstance, development, occurrence, fact, condition, effect or change described in any of clauses (a) through (g) has a disproportionate effect on the Partnership relative to other participants in the industries in which the Partnership operates, the incremental disproportionate effect (*i.e.*, the incremental portion thereof that exceeds the effect generally experienced by such other participants) shall be taken into account in determining whether there has been Material Adverse Effect.

"Net Working Capital" means the current assets of the Partnership (including inventory and accounts receivable, but excluding Partnership Cash), less the current liabilities of the Partnership (excluding current maturities of and other items included in Indebtedness), in each case as of the Effective Time, consistent with the Net Working Capital illustration on Exhibit F.

"Order" means any order, judgment, injunction, ruling or decree of any Court or Governmental Authority.

"Organizational Documents" means (i) in the case of any Person organized as a corporation, the certificate or articles of incorporation of such corporation, (ii) in the case of any Person organized as a limited liability company, the certificate of formation or organization and the limited liability company agreement, operating agreement or regulations of such limited liability company, (iii) in the case of any Person organized as a limited partnership, the certificate of limited partnership and partnership agreement of such limited partnership, (iv) in the case of any Person that is a trustee of a trust, the trust agreement, declaration of trust or articles of trust of such trust and (v) in the case of any other Person, all constitutive or organizational documents of such Person which address matters relating to the business and affairs of such Person similar to the matters addressed by the documents referred to in clauses (i) through (iv) above in the case of Persons organized as corporations, limited liability companies or limited partnerships or trusts.

"Outside Purchase Agreement" means the [Purchase Agreement], dated as of [●], by and [between/among] [●].

"Partners" has the meaning set forth in the Partnership Agreement.

"Partnership Cash" means, as of the Effective Time, all cash and cash equivalents reflected on the financial books and records of the Partnership, determined without duplication in accordance with the Accounting Principles and without taking into account any actions (including any use of cash or cash equivalents) by or at the direction of the Purchasers on the Closing Date after the Closing.

"Partnership Percentage Interests" has the meaning set forth in the Partnership Agreement.

"Permit" means any permit, license, registration, or authorization issued by a Governmental Authority.

"Person" means any natural person or Entity.

"Post-Closing Intercompany Obligations" means the obligation of the Partnership to pay any intercompany obligations relating to periods prior to the Effective Time that are not included in the Closing Intercompany Amount, including obligations of the type described in the Accounting Principles that are contingent or not determinable as of the Closing Date.

"Post-Closing Tax Period" means any taxable period of the Partnership (or portion thereof) that begins after the Closing Date.

"Purchaser Parties" means the Purchasers and the Parent Company that is an Affiliate of the Purchaser (which is [●]).

"Representatives" means, with respect to any Person, the directors, officers, managers, members, shareholders, advisors, independent accountants and other agents and representatives of such Person and its Affiliates.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Seller Parties" means the Seller[s] and the Parent Company that is an Affiliate of the Seller[s] (which is [●]).

"Straddle Period" shall mean a taxable period that begins on or before and ends after the Closing Date.

"Target Net Working Capital" means an amount equal to the average Net Working Capital of the Partnership over the period of 12 months preceding the date of execution of this Agreement, which shall be calculated by totaling the Net Working Capital at the end of each such month during such period and dividing the total by 12.

"Tax" or "Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Tax Return" means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any applicable Law relating to any Tax, including any amendment thereof or attachment thereto.

"Transition Services Agreement" means the transition services agreement substantially in the form of Exhibit C.

"TLCC GP" means TLCC GP LLC, a Delaware limited liability company and a wholly owned indirect subsidiary of Eagle.

"TLCC LP" means TLCC LP LLC, a Delaware limited liability company and a wholly owned indirect subsidiary of Eagle.

SECTION 11.2. *Additional Definitions*. Each of the terms set forth below has the meaning set forth in the provision set forth opposite such term in the following table:

Term	**Provision**
Accounting Firm	Section 1.3(d)
Additional HM Purchaser	Recitals
Agreement	Preamble
Agreement Expiration Date	Section 9.1(c)
Books and Records	Section 6.5
Closing	Section 2.1
Closing Date	Section 2.1
Closing Debt Amount	Section 1.2(a)(i)(B)
Confidential Information	Section 6.4(a)
Disputed Item	Section 1.3(b)
Eagle	Preamble
Eagle Parties	Preamble
Effective Time	Section 2.5
Estimated Partnership Cash	Section 1.2(a)(i)(A)
Estimated Working Capital	Section 1.2(a)(i)(C)
Final Adjustment Amount	Section 1.3(a)
Final CFO Certificate	Section 1.3(a)
Final Payment	Section 1.3(e)
HM	Preamble
HM Parties	Preamble
HMSC Put Option	Recitals
Initial Adjustment Amount	Section 1.2(b)
Initial Adjustment Statement	Section 1.2(a)(i)
Initial Purchase Price	Section 1.2(b)
Losses	Section 10.2
Negotiation Period	Section 1.3(c)
Objection Date	Section 1.3(b)
Objection Notice	Section 1.3(b)
Other Tax Proceeding	Section 6.7(f)
Parent Companies	Preamble
Parties	Preamble
Partnership	Recitals
Partnership Agreement	Recitals
Purchase Price	Section 1.3(g)
Purchasers	Preamble
Purchaser Indemnified Parties	Section 10.2
Purchaser Party Release	Section 2.3(d)
Put Option Agreement	Recitals
Record Retention Period	Section 6.5

Term	Provision
Seller[s]	Preamble
Seller Indemnified Parties	Section 10.3
Seller Party Release	Section 2.2(c)
Subject Partnership Interests	Recitals
Survival Expiration Date	Section 10.1
Surviving Indemnification Rights	Section 6.2
Tax Proceeding	Section 6.7(e)
Third-Party Claims	Section 10.4
TLCC Partners	Recitals
TLCC Put Option	Recitals

ARTICLE XII
GENERAL

SECTION 12.1. *Amendments*. This Agreement may only be amended by an instrument in writing executed by each of the Parties hereto.

SECTION 12.2. *Waivers*. Compliance with or observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Party entitled to enforce such term, but such waiver shall be effective only if it is in a writing signed by the Party entitled to enforce such term and against which such waiver is to be asserted. Unless otherwise expressly provided in this Agreement, no delay or omission on the part of any Party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

SECTION 12.3. *Notices*. Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given (and shall be deemed to have been duly given upon receipt) if sent by overnight mail, registered mail or certified mail, postage prepaid, by hand or by Electronic Transmission, to the Parties at the following addresses (or at such other address for a Party as shall be specified in a notice delivered by such Party pursuant to this Section 12.3).

If to any of the HM Parties, to:

c/o Heidelberg Materials US, Inc.
300 East John Carpenter Freeway
Suite 1800
Irving, TX 75062

Attention: General Counsel
Email: carol.lowry@heidelbergmaterials.com

With a copy (which shall not constitute effective notice) to:

c/o Heidelberg Materials US, Inc.
300 East John Carpenter Freeway
Suite 1800
Irving, TX 75062
Attention: Vice President – Strategy & Development
Email: francois.perrin@heidelbergmaterials.com

If to any of the Eagle Parties, to:

c/o Eagle Materials Inc.
5960 Berkshire Lane
Suite 900
Dallas, Texas 75225
Attention: General Counsel
email: mnewby@eaglematerials.com

With a copy (which shall not constitute effective notice) to:

Baker Botts L.L.P.
2001 Ross Avenue
Suite 900
Dallas, Texas 75201
Attention: Geoffrey L. Newton
Email: geoffrey.newton@bakerbotts.com

SECTION 12.4. *Successors and Assigns; Parties in Interest*. This Agreement shall be binding upon and shall inure solely to the benefit of the Parties, their respective successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, and no Person shall be deemed a third party beneficiary under or by reason of this Agreement. Neither this Agreement nor any rights or obligations hereunder may be assigned without the written consent of the other Parties; *provided, however*, that the Purchasers may assign this Agreement and their rights and obligations hereunder to one or more Affiliates of the Purchasers without the written consent of any other Parties (it being understood that the Purchasers may assign its rights to acquire a portion of the Subject Partnership Interests to one Affiliate of the Purchasers and the remainder of the Subject Partnership Interests to another Affiliate of the Purchasers), but in the event of any such assignment the Purchasers shall remain directly liable and responsible for the payment and

performance for all their obligations under this Agreement (as fully and to the same extent as if such assignment had not occurred).

SECTION 12.5. *Severability*. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared judicially to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves substantially the same objective.

SECTION 12.6. *Entire Agreement*. This Agreement (together with the Exhibits hereto and the Additional Transaction Documents) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the Parties or any of them with respect to the subject matter hereof, and there are no representations, understandings or agreements relating to the subject matter hereof that are not fully expressed in this Agreement and the documents and instruments executed and delivered in connection herewith. All Exhibits attached to this Agreement are expressly made a part of, and incorporated by reference into, this Agreement.

SECTION 12.7. *Governing Law*. This Agreement (together with Claims arising with respect to the transactions contemplated hereby) shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be fully performed in such state, without giving effect to any choice of law rules that may require the application of the laws of any other state or jurisdiction.

SECTION 12.8. *Remedies*. Each of the Parties acknowledges and agrees that (i) the provisions of this Agreement are reasonable and necessary to protect the proper and legitimate interests of the other Parties and (ii) the other Parties would be irreparably damaged if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek preliminary and permanent injunctive relief to prevent or remedy breaches, or seek appropriate relief in the event of a threatened breach, of and to enforce specifically the terms and provisions of this Agreement by other Parties without the necessity of proving actual damages or of posting any bond, which rights shall be cumulative and in addition to any other remedy to which the Parties may be entitled hereunder or at law or equity.

SECTION 12.9. *Choice of Forum; Submission to Jurisdiction*. Each of the Parties hereby irrevocably agrees that any Legal Proceeding with respect to this Agreement and the rights and obligations of the Parties arising hereunder or in connection with the transactions contemplated hereby shall be brought and determined exclusively in the Delaware Chancery Court or, if such court lacks jurisdiction, in any other federal or state courts located in the State of Delaware and in any federal or state appellate court therefrom. Each of the Parties hereby irrevocably submits with regard to any such Legal 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 Legal Proceeding relating to this Agreement or any of the transactions contemplated hereby 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 Legal Proceeding with respect to this Agreement, (a) any Claim that it is not personally subject to the jurisdiction of the above named courts, (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 any such court (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 applicable Law, any Claim that (i) a Legal Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such Legal Proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the Parties hereby consents to service being made through the notice procedures set forth in Section 12.3 and agrees that service of any process, summons, notice or document by registered mail (return receipt requested and first-class postage prepaid) to the respective addresses set forth in Section 12.3 shall be effective service of process for any Legal Proceeding in connection with this Agreement or the transactions contemplated hereby.

SECTION 12.10. *Waiver of Jury Trial*. **Each of the Parties knowingly, intentionally and voluntarily with and upon the advice of competent counsel irrevocably waives any and all right to trial by jury in any Legal Proceeding arising out of or relating to this Agreement and the rights and obligations of the Parties arising hereunder or in connection with the transactions contemplated hereby.**

SECTION 12.11. *Expenses*. Except as expressly provided in this Agreement, each of the Parties shall bear its own expenses (including fees and disbursements of its counsel, accountants and other experts) incurred by it in connection with the preparation, negotiation, execution, delivery and performance of this Agreement and the Additional Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

SECTION 12.12. *Release of Information*. The Parties shall cooperate with each other in releasing information concerning this Agreement and the transactions contemplated hereby. No press releases or other public announcements concerning the transactions contemplated by this Agreement shall be made by any Party without prior consultation with, and agreement of, the other Parties, except that any Party shall be allowed to disclose information concerning this Agreement and the transactions contemplated hereby to the extent required pursuant to the disclosure obligations of such Party or its Affiliates under the Exchange Act or any other applicable securities laws or the rules promulgated thereunder.

SECTION 12.13. *Certain Construction Rules*. The article and section headings and the table of contents contained in this Agreement are for convenience of reference only and shall in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. In addition, as used in this Agreement, unless otherwise provided to the contrary, (a) all

references to days, months or years shall be deemed references to calendar days, months or years and (b) any reference to a "Section," "Article" or "Exhibit" shall be deemed to refer to a section or article of this Agreement or an exhibit attached to this Agreement. The words "hereof," "herein," and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation." Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive. If a conflict arises between the terms and provisions of the Put Option Agreement and the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall control.

SECTION 12.14. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument binding on all the Parties, notwithstanding that all the Parties are not signatories to the same counterpart.

[*signature page follows*]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

EAGLE PARTIES:

EAGLE MATERIALS INC.

By:_____
Name:_____
Title:_____

TLCC GP LLC

By:_____
Name:_____
Title:_____

TLCC LP LLC

By:_____
Name:_____
Title:_____

HM PARTIES:

[HEIDELBERG MATERIALS]

By:_____
Name:_____
Title:_____

HM SOUTHEAST CEMENT LLC

By:_____
Name:_____
Title:_____

EXHIBIT A

FORM OF ASSIGNMENT

ASSIGNMENT
OF
PARTNERSHIP INTEREST

This ASSIGNMENT OF PARTNERSHIP INTEREST (this "Assignment") is executed as of [●][●], 202[●], by and among (a) [●], a [●] and [●], a [●] (the "Assignor[s]") and (b) [●], a [●] and [●], a [●] (the "Assignees").

W I T N E S S E T H:

WHEREAS, Assignor[s] [is/are] [a] partner[s] of Texas Lehigh Cement Company LP, a Texas limited partnership (the "Partnership"), and [is/are] [a] [party/parties] to the Limited Partnership Agreement of Texas Lehigh Cement Company LP, dated October 1, 2000, as amended by (i) Amendment No. 1 to Agreement of Limited Partnership, dated as of October 2, 2000, (ii) Amendment No. 2 to Agreement of Limited Partnership, dated as of January 1, 2019 and (iii) Amendment No. 3 to Agreement of Limited Partnership, dated as of September 30, 2019 (as so amended, the "Partnership Agreement");

WHEREAS, Assignor[s] [in the aggregate] own[s] 50% of the outstanding Partnership Percentage Interests (as defined in the Partnership Agreement) in the Partnership (the "Assignor Interests"); and

WHEREAS, Assignor[s] desire[s] to sell, assign and transfer to Assignees, and Assignees are willing to acquire and accept from Assignor[s], the Assignor Interests, as contemplated by that certain Interest Purchase Agreement, dated as of [●][●], 202[●] (the "Interest Purchase Agreement"), among Assignor[s], Assignees and the other parties thereto; and

NOW, THEREFORE, FOR VALUE RECEIVED, effective as of the Effective Time (as defined in the Interest Purchase Agreement), Assignor[s] [does/do] hereby sell, assign and transfer the Assignor Interests to the Assignees and their successors, TO HAVE AND TO HOLD the same for its and their own use forever (it being understood that by this instrument Assignor[s] [does/do] hereby assign a 0.1% Partnership Percentage Interest to [●] and a 49.9% Partnership Percentage Interest to [●]). In addition, after giving effect to the sale, assignment and transfer of the Assignor Interests, Assignors [does/do] hereby withdraw as a partner of the Partnership and acknowledge[s] and agree[s] that [it/they] [does/do] not own or have any interests whatsoever in any Equity Securities of the Partnership.

This Assignment is being executed in accordance with the terms and conditions of the Interest Purchase Agreement. Nothing in this Assignment is intended to

or shall limit or modify the rights or obligations of Assignor[s] or Assignees under the Interest Purchase Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

[ASSIGNOR No. 1],
a [•]

By: _____
Name: _____
Title: _____

[ASSIGNOR No. 2],
a [•]

By: _____
Name: _____
Title: _____

[ASSIGNEE No. 1],
a [•]

By: _____
Name: _____
Title: _____

[ASSIGNEE No. 2],
a [•]

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF SELLER PARTY RELEASE

RELEASE

This RELEASE, executed as of [●] [●], 202[●] (the "Release"), by [●], a [●] and [●], a [●] (the "Seller[s]"), and [●], a [●] corporation (the "Parent Company" and, together with the Seller[s], the "Releasing Parties"), in favor of Texas Lehigh Cement Company LP, a Texas limited partnership (the "Partnership") and [●], a [●] and [●], a [●] (the "Purchasers").

W I T N E S S E T H:

WHEREAS, the Releasing Parties, the Purchasers and certain other parties have entered into the Interest Purchase Agreement, dated as of [●][●], 202[●] (the "Interest Purchase Agreement"), pursuant to which the Seller[s] [is/are] selling, assigning and transferring the Subject Partnership Interests to the Purchasers;

WHEREAS, Section 2.2(c) of the Interest Purchase Agreement provides that, at the Closing of the transactions contemplated by such agreement, the Releasing Parties will execute and deliver this Release; and

WHEREAS, capitalized terms used herein without definition shall have the respective meanings set forth in the Interest Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Release*. To the fullest extent permitted by Law, effective upon the Closing, the Releasing Parties do hereby release, acquit and forever discharge the Partnership and the Purchasers and their respective past and present Affiliates and Representatives (collectively, the "Released Parties") from all Claims or rights to recover Losses arising prior to or on the date hereof or after the date hereof based on events, matters, circumstances or transactions existing or occurring prior to or on the date hereof, as a result of or based upon (i) the ownership by any Releasing Parties of any Equity Securities of the Partnership (including, but not limited to, any related right to receive distributions from the Partnership), (ii) the obligations of the Released Parties under the Partnership Agreement or any other contracts or arrangements to which they are parties relating to the Partnership or its business or (iii) to the extent not covered by clauses (i) through (ii) above, any other matter relating directly or indirectly to the actual or prospective business, operations, assets, liabilities, results of operation or financial condition of the Partnership; *provided, however*, that the Releasing Party does not release, acquit or discharge any of the Released Parties from (a) any Claims or rights to recover Losses arising under the express terms of the Interest Purchase Agreement or any of the Additional Transaction Documents (b) the obligations of the Partnership to pay for services provided by the Releasing Parties or their Affiliates pursuant to Section 5.9 of the Partnership Agreement based on the actual cost to the entity providing such services, or (c) obligations of the Partnership or any

Partners in respect of the Surviving Indemnification Rights. The scope of the release provided for in this paragraph 1 is limited to the express terms hereof and shall not extend or apply to any Persons other than the Released Parties and (subject to paragraph 4 below) their successors and assigns or to any Claims or rights to recover Losses other than those described in this paragraph 1.

2. *No Assignment of Claims*. The Releasing Parties hereby represent and warrant that they have not assigned to any Person any of the Claims or rights to recover Losses of the type released by it pursuant to paragraph 1 above.

3. *Parties in Interest*. This Release shall be binding upon the Releasing Parties and shall inure solely to the benefit of the Released Parties and their respective successors, legal representatives and permitted assigns. Nothing in this Release, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Release, and no such other Person shall be deemed a third party beneficiary under or by reason of this Release.

4. *Assignment*. Neither this Release nor any rights or obligations hereunder may be assigned or otherwise transferred (whether by operation or law or otherwise) without the written consent of the other party or parties hereto.

5. *Entire Agreement*. This Release, together with the Interest Purchase Agreement and the other Additional Transaction Documents, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the parties or any of them with respect to the subject matter hereof, and there are no representations, understandings or agreements relating to the subject matter hereof that are not fully expressed in this Release, the Interest Purchase Agreement and/or the other Additional Transaction Documents.

6. *Incorporation of Terms*. The following provisions of the Interest Purchase Agreement are hereby incorporated into and specifically made applicable to this Release with respect to the Releasing Parties and the Released Parties (*provided,* that, in construing such incorporated provisions, (i) any reference to "Seller[s]" shall be deemed to refer to the Releasing Parties, (ii) any reference to "Purchasers" shall be deemed to refer to the Released Parties, (iii) any reference to the "Parties" shall be deemed to refer to the parties to this Agreement, and (iv) any reference to "this Agreement" shall be deemed to refer to this Release):

Section 12.5 Severability
Section 12.7 Governing Law
Section 12.8 Remedies
Section 12.9 Choice of Forum; Submission to Jurisdiction
Section 12.10 Waiver of Jury Trial
Section 12.14 Counterparts

In the event there is any inconsistency or conflict between a provision of this Release and any incorporated provision of the Interest Purchase Agreement, the provisions of this Release shall control.

IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the date first above written.

RELEASING PARTIES:

[SELLER[S]],
a [•]

By:_____
Name: _____
Title: _____

[PARENT COMPANY],
a [•]

By:_____
Name: _____
Title: _____

PARTNERSHIP:

TEXAS LEHIGH CEMENT COMPANY LP,
a Texas limited partnership

By: [•],
its general partner

By:_____
Name: _____
Title: _____

[PURCHASERS],
a [•]

By:_____
Name: _____
Title: _____

COMMENTS * Upper * MERGEFORMAT

EXHIBIT C

FORM OF TRANSITION SERVICES AGREEMENT

(Attached)

COMMENTS * Upper * MERGEFORMAT

EXHIBIT D

FORM OF PURCHASER PARTY RELEASE

RELEASE

This RELEASE, executed as of executed as of [●] [●], 202[●] (the "Release"), by [●], a [●] and [●], a [●] (the "Purchasers"), and [●], a [●] corporation (the "Parent Company") and Texas Lehigh Cement Company LP, a Texas limited partnership (the "Partnership" and, together with the Purchasers and the Parent Company, the "Releasing Parties"), in favor of [●], a [●] and [●], a [●] (the "Seller[s]").

W I T N E S S E T H:

WHEREAS, the Releasing Parties, the Seller[s] and certain other parties have entered into the Interest Purchase Agreement, dated as of [●][●], 202[●] (the "Interest Purchase Agreement"), pursuant to which the Seller[s] [is/are] selling, assigning and transferring the Subject Partnership Interests to the Purchasers;

WHEREAS, Section 2.3(d) of the Interest Purchase Agreement provides that, at the Closing of the transactions contemplated by such agreement, the Releasing Parties will execute and deliver this Release; and

WHEREAS, capitalized terms used herein without definition shall have the respective meanings set forth in the Interest Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Release*. To the fullest extent permitted by Law, effective upon the Closing, each of the Releasing Parties does hereby release, acquit and forever discharge the Seller[s] and [its/their] respective past and present Affiliates and Representatives (collectively, the "Released Parties") from all Claims and rights to recover Losses arising prior to or on the date hereof or arising after the date hereof, based on events, matters, circumstances or transactions existing or occurring prior to or on the date hereof, as a result of or based upon (i) the ownership by the Seller[s] of any Equity Securities of the Partnership, (ii) the obligations of the Released Parties under the Partnership Agreement (including, but not limited to, any obligations to make capital contributions to the Partnership or to make any other payments to the Partnership) or any other contracts or arrangements to which they are parties relating to the Partnership or its business or (iii) to the extent not covered by clauses (i) through (ii) above, any other matter relating directly or indirectly to the actual or prospective business, operations, assets, liabilities, results of operation or financial condition of the Partnership; *provided, however*, that the Releasing Parties do not release, acquit or discharge any of the Released Parties from (a) any Claims or rights to recover Losses arising under the express terms of the Interest Purchase Agreement or any of the Additional Transaction Documents or (b) any obligation of a Released Party under Section 5.1(c) of the Partnership Agreement. The scope of the release

COMMENTS * Upper * MERGEFORMAT

provided for in this paragraph 1 is limited to the express terms hereof and shall not extend or apply to any Persons other than the Released Parties and (subject to paragraph 4 below) their successors and assigns or to any Claims or rights to recover Losses other than those described in this paragraph 1.

2. *No Assignment of Claims*. The Releasing Parties hereby represent and warrant that they have not assigned to any Person any of the Claims or rights to recover Losses of the type released by it pursuant to paragraph 1 above.

3. *Parties in Interest*. This Release shall be binding upon the Releasing Parties and shall inure solely to the benefit of the Released Parties and their respective successors, legal representatives and permitted assigns. Nothing in this Release, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Release, and no such other Person shall be deemed a third party beneficiary under or by reason of this Release.

4. *Assignment*. Neither this Release nor any rights or obligations hereunder may be assigned or otherwise transferred (whether by operation or law or otherwise) without the written consent of the other party or parties hereto.

5. *Entire Agreement*. This Release, together with the Interest Purchase Agreement and the other Additional Transaction Documents, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the parties or any of them with respect to the subject matter hereof, and there are no representations, understandings or agreements relating to the subject matter hereof that are not fully expressed in this Release, the Interest Purchase Agreement and/or the other Additional Transaction Documents.

6. *Incorporation of Terms*. The following provisions of the Interest Purchase Agreement are hereby incorporated into and specifically made applicable to this Release with respect to the Releasing Party and the Released Parties (*provided,* that, in construing such incorporated provisions, (i) any reference to "Seller[s]" shall be deemed to refer to the Released Parties, (ii) any reference to "Purchasers" shall be deemed to refer to the Releasing Parties, (iii) any reference to the "Parties" shall be deemed to refer to the parties to this Agreement, and (iv) any reference to "this Agreement" shall be deemed to refer to this Release):

Section 12.5 Severability
Section 12.7 Governing Law
Section 12.8 Remedies
Section 12.9 Choice of Forum; Submission to Jurisdiction
Section 12.10 Waiver of Jury Trial
Section 12.14 Counterparts

In the event there is any inconsistency or conflict between a provision of this Release and any incorporated provision of the Interest Purchase Agreement, the provisions of this Release shall control.

COMMENTS * Upper * MERGEFORMAT

IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the date first above written.

RELEASING PARTIES:

[PURCHASERS],
a [•]

By:_____
Name: _____
Title: _____

[PARENT COMPANY],
a [•]

By:_____
Name: _____
Title: _____

TEXAS LEHIGH CEMENT COMPANY LP,
a Texas limited partnership

By: [•],
its general partner

By:_____
Name: _____
Title: _____

SELLER[S]:

[SELLER[S]],
a [•]

By:_____
Name: _____
Title: _____

EXHIBIT E

Partnership Strategic Projects

1) The following projects as listed in the 2024-2026 Capex Plan from the November 11, 2023 Partnership Meeting:
    a. Control system upgrade Phase 1 (horseshoe phase 3)
    b. MCC Electrical Upgrades
    c. Finish Mill A
    d. Clinker Cooler
    e. Slag Plant – Clinton
    f. Finish Mill C - Support Project Development and Advancement
2) Maintain permits, compliance activities and authorized project studies related to the potential expansion of clinker production capacity at Buda
3) Reserve water studies
4) HCC tactical and strategic decisions

EXHIBIT F

Net Working Capital Illustration

(Dollars, in 000's)	12/31/2023
Current Assets	
Cash and Equivalents	7,992
Receivables	29,031
Total Inventories	69,918
Prepaid Assets	941
Total Current Assets	**107,882**
Current Liabilites	
Accounts Payable	26,978
Accrued Liabilities	6,088
Operating Lease Obligation	505
Due to Affiliates	773
Total Current Liabilities	**34,344**
Net Working Capital	
Current Assets Less Current Liabilities	73,538
Less Cash and Equivalents	(7,992)
Less Current Portion of Indebtedness	-
Net Working Capital	**65,546**
Inventories	
Cement	6,994
Raw Materials	44,668
Repair Parts and Supplies	18,256
Total Inventories	69,918

The Parties agree that any amounts taken into account above that are otherwise taken into consideration in determining the Closing Intercompany Amount or pursuant to Section 1.2(c) shall not be included in the calculation of Net Working Capital.

Exhibit 31.1

Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Michael R. Haack, certify that:

1. I have reviewed this report on Form 10-Q of Eagle Materials Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures [as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)] and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 30, 2024

By /s/ Michael R. Haack
Michael R. Haack
President and Chief Executive Officer

Exhibit 31.2

Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, D. Craig Kesler, certify that:

1. I have reviewed this report on Form 10-Q of Eagle Materials Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures [as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)] and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 30, 2024

By /s/ D. Craig Kesler

D. Craig Kesler
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Eagle Materials Inc. and subsidiaries (the "Company") on Form 10-Q for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael R. Haack, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(i) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 30, 2024

By /s/ Michael R. Haack
Michael R. Haack
President and Chief Executive Officer

Exhibit 32.2

Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Eagle Materials Inc. and subsidiaries (the "Company") on Form 10-Q for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, D. Craig Kesler, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(i) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 30, 2024

By /s/ D. Craig Kesler
D. Craig Kesler
Chief Financial Officer
(Principal Financial Officer)

Exhibit 95

MINE SAFETY DISCLOSURE

Section 1503 of the Dodd-Frank Wall Street Reform and Consumer Protection Act contains reporting requirements regarding mine safety. The operation of our quarries is subject to regulation by the federal Mine Safety and Health Administration, or MSHA, under the Federal Mine Safety and Health Act of 1977, or the Mine Act. Set forth below is the required information regarding certain mining safety and health matters for the three-month period ended June 30, 2024 for our facilities. In evaluating this information, consideration should be given to factors such as: (i) the number of citations and orders will vary depending on the size of the quarry, (ii) the number of citations issued will vary from inspector-to-inspector and mine-to-mine, and (iii) citations and orders can be contested and appealed, and in that process, may be reduced in severity and amount, and are sometimes dismissed.

Mine or Operating Name/MSHA Identification Number	Section 104 S&S Citations	Section 104(b) Orders	Section 104(d) Citations and Orders	Section 110(b)(2) Violations	Section 107(a) Orders	Total Dollar Value of MSHA Assessments Proposed	Total Number of Mining Related Fatalities	Received Notice of Pattern of Violations Under Section 104(e) (yes/no)	Received Notice of Potential to Have Pattern Under Section 104(e) (yes/no)	Legal Actions Pending as of Last Day of Period	Legal Actions Initiated During Period	Legal Actions Resolved During Period
3D Concrete LLC Lander, NV (2602434)	0	0	0	0	0	$ 0	0	no	no	0	0	0
3D Concrete LLC Lyon, Nevada (2602412)	0	0	0	0	0	$ 0	0	no	no	0	0	0
American Gypsum Company LLC Albuquerque, NM (2900181)	0	0	0	0	0	$ 0	0	no	no	0	0	0
American Gypsum Company LLC Duke, OK (3400256)	0	0	0	0	0	$ 147	0	no	no	0	0	0
American Gypsum Company LLC Eagle, CO (0503997)	0	0	0	0	0	$ 0	0	no	no	0	0	0
Battletown Quarry[2] Battletown, KY (1500040)	0	0	0	0	0	$ 0	0	no	no	0	0	0
Centex Materials LLC Buda, TX (4102241)	0	0	0	0	0	$ 0	0	no	no	0	0	0
Central Plains Cement Company LLC Sugar Creek, MO (2302171)	1	0	0	0	0	$ 0	0	no	no	1[(1)]	1[(1)]	2[(1)]
Central Plains Cement Company LLC, Tulsa, OK (3400026)	2	0	0	0	0	$ 8,687	0	no	no	2[(1)]	2[(1)]	2[(1)]
Fairborn Cement Company LLC Greene County, OH (3300161)	0	0	0	0	0	$ 0	0	no	no	0	0	0
Illinois Cement Company LLC LaSalle, IL (1100003)	0	0	0	0	0	$ 0	0	no	no	0	0	0
Kosmos Cement Company LLC	4	0	0	0	0	$ 147	0	no	no	0	0	0

Jefferson, KY (1504469)												
Mountain Cement Company LLC Laramie, WY (4800007)	0	0	0	0	0	$ 0	0	no	no	2[(1)]	1[(1)]	0
Nevada Cement Company LLC Fernley, NV (2600015)	7	0	0	0	0	$ 5,239	0	no	no	2[(1)]	2[(1)]	0
Seguin Sand Guadalupe, TX (4105665)	0	0	0	0	0	$ 0	0	no	no	0	0	0
Texas Lehigh Cement Company LP Buda, TX (4102781)	0	0	0	0	0	$ 0	0	no	no	0	0	0

(1) All legal actions were penalty contests.
(2) Battletown Quarry was acquired on 3/31/2023 by Eagle Materials Inc. - Operator is Battletown Materials LLC.