

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT
TO § 240.13d-2(a)

Under the Securities Exchange Act of 1934

(Amendment No. 1)*

Under the Securities Exchange Act of 1934

Eagle Materials Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

26969P108

(CUSIP Number)

Michael D. Adamski
Sachem Head Capital Management LP
250 West 55th Street, 34th Floor
New York, New York 10019
212-714-3300

(Name, Address and Telephone Number of Person Authorized to Receive
Notices and Communications)

Copies to:

Richard M. Brand
Joshua A. Apfelroth
Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
(212) 504-6000

May 7, 2019

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Sachem Head Capital Management LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,100,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,100,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,100,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.9%	
14	TYPE OF REPORTING PERSON IA	

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Uncas GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,100,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,100,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,100,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.9%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Sachem Head GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,000,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,000,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,000,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Scott D. Ferguson	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,100,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,100,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,100,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.9%	
14	TYPE OF REPORTING PERSON IN	

This amendment No. 1 to Schedule 13D (this "Amendment No. 1"), amends and supplements the Schedule 13D filed on March 28, 2019 (the "Initial 13D" and, as amended and supplemented by this Amendment No. 1, together, the "Schedule 13D") by the Reporting Persons, relating to the common stock, par value \$0.01 per share (the "Common Stock"), of Eagle Materials Inc., a Delaware corporation (the "Issuer"). Capitalized terms not defined in this Amendment No. 1 shall have the meaning ascribed to them in the Schedule 13D.

The information set forth in response to each separate Item below shall be deemed to be a response to all Items where such information is relevant. The Initial 13D is hereby amended as follows:

Item 4. Purpose of Transaction

On May 8, 2019, SH, in compliance with the Amended and Restated Bylaws of the Issuer (the "Bylaws"), submitted to the Issuer its formal notice of intent (the "Notice") to present a stockholder proposal and nominate candidates for election to the board of directors of the Issuer (the "Board"), in each case, at the 2019 annual meeting of stockholders of the Issuer (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the "2019 Annual Meeting").

The Notice stated that, at the 2019 Annual Meeting, SH, in its capacity as an Eligible Stockholder (as defined in the Bylaws), intends to nominate for election as directors of the Issuer, Scott D. Ferguson and Wendy E. Lane (each a "Nominee" and collectively, the "Nominees").

In the Notice, the Reporting Persons reserved the right to further nominate, substitute or add additional persons in the event that (a) the Issuer purports to increase the number of directorships; (b) the Issuer makes or announces any changes to the Bylaws or takes or announces any other action that purports to have, or if consummated would purport to have, the effect of disqualifying any of the Nominees as nominees and/or (c) any Nominee is unable or becomes unwilling for any reason to serve as a director of the Issuer.

SH also submitted to the Issuer stockholder proposals for consideration at the 2019 Annual Meeting, proposing (i) the repeal of each provision, or amendment to, the Bylaws adopted by the Board without the approval of the stockholders of the Issuer subsequent to August 6, 2015, which is the date of the most recent publicly available amendment to the Bylaws (the "Bylaw Proposal") and (ii) that the Board take all action necessary to adopt an amendment to the Issuer's Restated Certificate of Incorporation (as amended or restated and in effect as of the date hereof, the "Charter") and the Bylaws to fully eliminate the classified structure of the Board, in a manner such that the term of each member of the Board shall expire at the Issuer's annual stockholder meeting for 2020 (the "2020 Annual Meeting") and any director elected to the Board at or after the 2020 Annual Meeting shall be elected on an annual basis (the "Board Declassification Proposal") and, together with the Bylaw Proposal, the "Stockholder Proposals").

The Reporting Persons currently intend to conduct a proxy solicitation to elect the Nominees to the Board and approve the Stockholder Proposals at the 2019 Annual Meeting.

In addition, on May 8, 2019, Sachem Head sent a public letter to shareholders (the "Letter") and issued a press release (the "Press Release") announcing the delivery of the Notice to the Issuer and the issuance of the Letter. A copy of the Press Release (which includes a copy of the Letter) is filed herewith as Exhibit 99.3 and incorporated herein by reference.

Sachem Head, on behalf of SH, has entered into an engagement and indemnification agreement (the "Engagement and Indemnification Agreement") with each Nominee, substantially in the form set forth as Exhibit 99.4 hereto, pursuant to which, each Nominee agreed to be named as a nominee in Sachem Head's proxy soliciting materials related to the 2019 Annual Meeting and to serve as a director if elected. Sachem Head has agreed to indemnify each Nominee against any losses suffered, incurred or sustained by such Nominee in connection with such Nominee's being a member of the slate or the solicitation of proxies in connection therewith and reimburse each Nominee for reasonable, documented, out-of-pocket expenses incurred as a result of such Nominee's being a member of slate, including, without limitation, travel expenses and expenses in connection with legal counsel retained to represent such Nominee in connection with being a member of the slate. Furthermore, Ms. Lane received \$100,000 upon execution of the Engagement and Indemnification Agreement. The foregoing is qualified in its entirety by reference to Exhibit 99.4, which is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

(a), (b) Sachem Head, SH Management and Scott D. Ferguson may be deemed to beneficially own 4,100,000 shares of Common Stock (the "Subject Shares"). The Subject Shares collectively represent approximately 8.9% of the outstanding shares of Common Stock based on 45,898,591 shares of Common Stock outstanding as of January 25, 2019 as reported in the Issuer's Quarterly Report on Form 10-Q filed on January 29, 2019.

Sachem Head, as the investment adviser to the Sachem Head Funds, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) all of the Subject Shares. As the general partner of Sachem Head, SH Management may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) all of the Subject Shares. As the general partner of SH and SHM, Sachem Head GP may be deemed to have the shared power to vote or to direct the vote of (and the shared power to dispose or direct the disposition of) 3,000,000 of the Subject Shares, constituting 6.5% of the outstanding shares of Common Stock. By virtue of Scott D. Ferguson's position as the managing partner of Sachem Head and the managing member of SH Management and Sachem Head GP, Scott D. Ferguson may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) all of the Subject Shares.

(c) On May 7, 2019, SH and SHM settled Physically Settled Swaps referencing 667,684 and 107,316 shares of Common Stock, respectively, and, upon such settlement, the counterparties to such Physically Settled Swaps delivered to SH and SHM an aggregate of 667,684 and 107,316 shares of Common Stock, respectively. Other than such settlement of the Physically Settled Swaps and the transactions set forth in Exhibit 99.2 to this Schedule 13D, which is incorporated herein by reference, no Reporting Person or Sachem Head Fund has effected any transactions in the Common Stock during the past sixty days.

(d) The Sachem Head Funds have the right to receive dividends from, and the proceeds from the sale of, the Subject Shares.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Item 4 is incorporated by reference herein.

On May 7, 2019, SH and SHM settled Physically Settled Swaps referencing 667,684 and 107,316 shares of Common Stock, respectively, and, upon such settlement, the counterparties to such Physically Settled Swaps delivered to SH and SHM an aggregate of 667,684 and 107,316 shares of Common Stock, respectively. The Sachem Head Funds no longer own any Physically Settled Swaps.

Except as described herein, the Reporting Persons have no other contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer.

Item 7. Material to be Filed as Exhibits

- Exhibit 99.1 Joint Filing Agreement, among Sachem Head Capital Management LP, Uncas GP LLC, Sachem Head GP LLC and Scott D. Ferguson.*
- Exhibit 99.2 Trading data.*
- Exhibit 99.3 Press Release and Letter to Shareholders, dated May 8, 2019.
- Exhibit 99.4 Form of Engagement and Indemnification Agreement entered into by and between Sachem Head Capital Management LP on behalf of Sachem Head LP and each Nominee.

* Previously filed.

SIGNATURE

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: May 8, 2019

SACHEM HEAD CAPITAL MANAGEMENT LP

By: Uncas GP LLC, its General Partner

By: /s/ Scott D. Ferguson
Scott D. Ferguson
Managing Member

UNCAS GP LLC

By: /s/ Scott D. Ferguson
Scott D. Ferguson
Managing Member

SACHEM HEAD GP LLC

By: /s/ Scott D. Ferguson
Scott D. Ferguson
Managing Member

By: /s/ Scott D. Ferguson
Scott D. Ferguson
Managing Member

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibits
Exhibit 99.1	Joint Filing Agreement, among Sachem Head Capital Management LP, Uncas GP LLC, Sachem Head GP LLC and Scott D. Ferguson.
Exhibit 99.2	Trading data.
Exhibit 99.3	Press Release and Letter to Shareholders, dated May 8, 2019.
Exhibit 99.4	Form of Engagement and Indemnification Agreement entered into by and between Sachem Head Capital Management LP on behalf of Sachem Head LP and each Nominee.

Sachem Head Nominates Two Highly Qualified Candidates to Eagle Materials Board

Believes its Candidates – Wendy Lane and Scott Ferguson – Would Invigorate Strategic Review Process with Fresh Thinking and Analysis as Well as Strong Shareholder Alignment

Looks Forward to Engaging with Fellow Eagle Shareholders and Ultimately Unlocking True Value of Company's Attractive Assets

NEW YORK – May 8, 2019 – Sachem Head Capital Management LP (“Sachem Head”), a beneficial owner of approximately 9% of the outstanding common stock of Eagle Materials Inc. (NYSE: EXP) (“Eagle” or the “Company”), today announced that it has nominated two highly qualified candidates – Wendy Lane and Scott Ferguson – for election to the Eagle Board of Directors at the Company's 2019 Annual Meeting of Stockholders.

Sachem Head sent the following public letter to the Company's shareholders in connection with its nominations:

Dear Fellow Eagle Shareholders:

Sachem Head has nominated two highly qualified directors – Wendy Lane and Scott Ferguson – for election to the Eagle Board of Directors (the “Board”). We have also given notice that we intend propose a non-binding resolution at the 2019 Annual Meeting of Stockholders (the “Annual Meeting”) to declassify the Company's Board. Our proposals follow several weeks of engagement with the Eagle management team and its newly appointed Chairman, Mike Nicolais.

On April 4, 2019, following Sachem Head's initial filing of a Schedule 13D on March 28, 2019, we presented Eagle's management with a detailed analysis of potential opportunities available to the Company, which precipitated the Company's April 18, 2019 announcement that it would conduct a strategic review.¹ Since that announcement, Sachem Head has tried to work collaboratively with the Board to add relevant experience and shareholder alignment to assist in the review. Unfortunately, thus far the Company has rejected Sachem Head's request to add even a single new director to its Board.

As we have discussed with the Company, we believe that Eagle's core cement and wallboard businesses are well-run, valuable assets that are well positioned within their respective industries. Eagle's stock price, however, does not reflect the true value of these businesses. While both of these assets have industry-leading margins and generate significant cash flow, the diversion of the Company's resources and cash flow to fund Eagle's expansion into Oil & Gas Proppants has resulted in substantial underperformance in relation to peers. Given the lack of synergies among Eagle's assets, we believe that the public markets have applied a discount to the Company's trading price. In our view, this discount can be eliminated by separating these respective businesses into more focused entities. Given their unique competitive positions, we believe that both the cement and wallboard

¹ Press Release: [Eagle Materials Announces Strategic Portfolio Review](#) (April 18, 2019)

businesses may have a range of attractive strategic alternatives that could provide more value to shareholders than a simple separation of these assets.

While we are encouraged by the Company's announcement of a strategic review, the fact remains that the Company, by its own admission, has undertaken similar reviews in the past and has never taken action to unlock value. Without changes in the Company's boardroom, there can be no assurances that this time will be different. We particularly note that this review has apparently been initiated in reaction to shareholder pressure (our 13D filing and the subsequent overwhelming support from other shareholders) as opposed to stemming from an initiative of management and the Board to independently pursue these alternatives.

We have not proposed a simple sale of the Company (which is a possible outcome) but instead a full strategic review which will require the Board to assess complex multivariate alternatives, and understand the financial, legal, and value nuances of each outcome. We have done significant work on these topics, and our strong belief is that having a shareholder in the room with the analytical capacity and alignment to consider these alternatives would help ensure the optimal outcome. Furthermore, conflicts of interest between various constituents often exist in these situations. Shareholder representation can help mitigate these issues should they arise.

We believe the Company's shareholders deserve new voices in the boardroom who are not burdened by yesterday's decisions, and we are troubled by the Board's reluctance to add even just one Sachem Head nominee to its ranks. Given that our last request for a single representative is roughly proportional to our ownership of Eagle, and that one director would not control any specific outcome, it is unclear what the Board fears.

We believe that our nominees will bring sorely needed skills, fresh thinking and strong shareholder alignment to the Company's boardroom. We look forward to discussing our nominees and ideas further with our fellow shareholders soon.

Best regards,

Scott Ferguson

Sachem Head Capital Management LP

Biographies of Sachem Head Nominees:

Wendy E. Lane currently serves as a director of Willis Towers Watson Public Limited Company (where she serves on the Risk Committee and chairs the Compensation Committee) and as a director of Al Dabbagh Group, a private Saudi Arabian company (where she established and chairs the Audit and Risk Committee). From 2015 through 2019, Ms. Lane served as a director of MSCI, Inc. (NYSE: MSCI), where she served on the Compensation Committee, and has previously served on the boards of six other public companies, including Laboratory Corporation of America (NYSE: LH), where she served on the Nominating and Corporate Governance Committee and chaired the

Audit and Compensation Committees, and UPM Kymmene Corporation (OTCMKTS: UPMKY), a Finnish public company, where she served on the Audit Committee. In addition to her public company and international board experience, Ms. Lane has served as Chairman of Lane Holdings, Inc., an investment firm, since 1992. Prior to forming Lane Holdings, Inc., Ms. Lane was a Principal and Managing Director of Donaldson, Lufkin and Jenrette Securities Corporation, an investment banking firm, serving in these and other positions from 1981 to 1992. Prior to that, Ms. Lane was an investment banker at Goldman, Sachs & Co. Ms. Lane holds a B.A. from Wellesley College in Mathematics and French and an M.B.A. from Harvard Business School.

Scott D. Ferguson is the managing partner and portfolio manager of Sachem Head Capital Management, a value-oriented investment management firm based in New York. Prior to founding Sachem Head, he spent nine years at Pershing Square Capital Management, which he joined pre-launch as the firm's first investment professional. Prior to Pershing Square, Mr. Ferguson earned an M.B.A. from Harvard Business School in 2003 and was a vice president at American Industrial Partners, an operations focused private equity firm, from 1999 to 2001. Mr. Ferguson was also a business analyst at McKinsey & Company from 1996 to 1999. Mr. Ferguson graduated from Stanford University with an A.B. in Public Policy in 1996. He currently serves on the board of directors of the Henry Street Settlement and is also a member of the Robin Hood Leadership Council. He previously served on the board of directors of Episcopal Charities of the Diocese of New York and is a former director of Autodesk, a leading design & engineering software company.

About Sachem Head Capital Management

Sachem Head is an investment manager founded in 2013 by Scott D. Ferguson. The firm employs a concentrated, value-oriented investment strategy and is primarily focused on equity investments in North America and Europe.

Media Contact:

Sloane & Company

Dan Zacchei / Joe Germani, 212-486-9500

Dzacchei@sloanep.com / JGermani@sloanep.com

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

The information herein contains "forward-looking statements." Specific forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts and include, without limitation, words such as "may," "will," "expects," "believes," "anticipates," "plans," "estimates," "projects," "targets," "forecasts," "seeks," "could," "should" or the negative of such terms or other variations on such terms or comparable terminology. Similarly, statements that describe our objectives, plans or goals are forward-looking. Forward-looking statements are subject to various risks and uncertainties and assumptions. There can be no assurance that any idea or assumption herein is, or will be proven, correct. If one or more of the risks or uncertainties materialize, or if Sachem Head's underlying assumptions prove to be incorrect, the actual results may vary materially from outcomes indicated by these statements. Accordingly, forward-looking statements should not be regarded as a representation by Sachem Head that the future plans, estimates or expectations contemplated will ever be achieved.

Certain statements and information included herein have been sourced from third parties. Sachem Head does not make any representations regarding the accuracy, completeness or timeliness of such third party statements or information. Except as may be expressly set forth herein, permission to cite such statements or information has neither been sought nor obtained from such third parties. Any such statements or information should not be viewed as an indication of support from such third parties for the views expressed herein.

CERTAIN INFORMATION CONCERNING THE PARTICIPANTS

Sachem Head LP and the other Participants (as defined below) intend to file a proxy statement and accompanying WHITE proxy card with the Securities and Exchange Commission (the "SEC") to be used to solicit proxies for, among other matters, the election of its slate of director nominees at the 2019 annual stockholders meeting (the "2019 Annual Meeting") of Eagle Materials Inc., a Delaware corporation ("Eagle Materials"). Promptly after filing its definitive proxy statement with the SEC, Sachem Head LP will mail such definitive proxy statement and a WHITE proxy card to each stockholder entitled to vote at the 2019 Annual Meeting.

The participants in the proxy solicitation are Sachem Head Capital Management LP ("Sachem Head"), Uncas GP LLC ("SH Management"), Sachem Head GP LLC ("Sachem Head GP"), Sachem Head LP, Sachem Head Master LP ("SHM"), SH Old Quarry Master Ltd. ("Old Quarry Master" and together with Sachem Head LP and SHM, the "Sachem Head Funds"), Scott D. Ferguson and Wendy E. Lane (collectively, the "Participants").

SACHEM HEAD LP STRONGLY ADVISES ALL STOCKHOLDERS OF EAGLE MATERIALS TO READ THE PROXY STATEMENT AND OTHER PROXY MATERIALS AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. SUCH PROXY MATERIALS WILL BE AVAILABLE AT NO CHARGE ON THE SEC'S WEBSITE AT WWW.SEC.GOV.

As of the date hereof, (i) Sachem Head LP directly owns 1,650,000 shares of common stock, par value \$0.01 per share, of Eagle Materials (the "Common Stock"), (ii) SHM directly owns 1,350,000 shares of Common Stock and (iii) Old Quarry Master directly owns 1,100,000 shares of Common Stock.

Sachem Head, as the investment adviser to the Sachem Head Funds, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) 4,100,000 shares of Common Stock (the "Sachem Head Shares") and, therefore, Sachem Head may be deemed to be the beneficial owner of all of the Sachem Head Shares. The Sachem Head Shares collectively represent approximately 8.9% of the outstanding shares of Common Stock based on 45,898,591 shares of Common Stock outstanding as of January 25, 2019 as reported in Eagle Material's Quarterly Report on Form 10-Q filed on January 29, 2019. As the general partner of Sachem Head, SH Management may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) all of the Sachem Head Shares and, therefore, SH Management may be deemed to be the beneficial owner of all of the Sachem Head Shares. As the general partner of Sachem Head LP and SHM, Sachem Head GP may be deemed to have the shared power to vote or to direct the vote of (and the shared power to dispose or direct the disposition of) 3,000,000 of the Sachem Head Shares and, therefore, Sachem Head GP may be deemed to be the beneficial owner of such Sachem Head Shares, representing approximately 6.5% of the outstanding shares of Common Stock based on 45,898,591 shares of Common Stock outstanding as of January 25, 2019 as reported in Eagle Material's Quarterly Report on Form 10-Q filed on January 29, 2019. By virtue of Mr. Ferguson's position as the managing partner of Sachem Head and the managing member of SH Management and Sachem Head GP, Mr. Ferguson may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) all of the Sachem Head Shares and, therefore, Mr. Ferguson may be deemed to be the beneficial owner of all of the Sachem Head Shares.

ENGAGEMENT AND INDEMNIFICATION AGREEMENT, dated as of [●], 2019 (this "Agreement"), by and between Sachem Head Capital Management LP ("Sachem Head") and [●] ("Nominee").

WHEREAS, Sachem Head has asked Nominee, and Nominee has agreed, to be (i) a member of the slate of nominees (the "Slate") of Sachem Head for election to the Board of Directors (the "Board of Directors") of Eagle Materials Inc., a Delaware corporation (the "Company"), at the 2019 annual meeting of stockholders of the Company (including any adjournments or postponements thereof) (the "Annual Meeting") and/or at any special meeting of the stockholders of the Company (including any adjournments or postponements thereof) (a "Special Meeting") and (ii) named as such in the proxy soliciting materials related to the Annual Meeting and/or a Special Meeting;

WHEREAS, Sachem Head may solicit proxies from the stockholders of the Company in support of Nominee's election as a director of the Company at the Annual Meeting and/or a Special Meeting (the "Solicitation"); and

WHEREAS, Nominee has agreed to serve as a director of the Company if so elected at the Annual Meeting and/or a Special Meeting or appointed by other means.

NOW, THEREFORE, in consideration of the foregoing and with the understanding on the part of Sachem Head that Nominee is relying on this Agreement in agreeing to be a nominee as aforesaid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"Claim" means any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative, formal or informal, investigative or other), whether instituted by Sachem Head, the Company or any other party, or any inquiry or investigation that Nominee in good faith believes might lead to the institution of any such action, suit or proceeding.

"Expenses" means all reasonable out-of-pocket attorneys' fees and all other reasonable out-of-pocket fees, costs, and expenses paid or incurred in connection with the Solicitation or related matters, as applicable, including without limitation, investigating, defending or participating in (as a party, witness or otherwise, including on appeal), or preparing to defend or participate in, any Claim relating to any Indemnifiable Event, including the reasonable out-of-pocket costs and expenses of Nominee incurred in connection with seeking enforcement of this Agreement in the event that Nominee is successful in such enforcement action, in each case except to the extent arising out of or resulting from Nominee's willful violation of state or federal law in connection with the Solicitation, gross negligence, willful misconduct, bad faith or a material misstatement or omission in any information provided by Nominee in connection with the Solicitation, and in each case to the extent not otherwise covered by insurance or indemnification from another source (including, without limitation, the Company).

"Indemnifiable Event" means any event or occurrence arising out of, or any action taken or omitted to be taken in connection with, the Solicitation or being a member of the Slate, in each case except to the extent arising out of or resulting from Nominee's willful violation of state or federal law in connection with the Solicitation, gross negligence, willful misconduct, bad faith or a material misstatement or omission in the information provided by the Nominee in connection with the Solicitation and in each case to the extent not otherwise covered by insurance or indemnification from another source (including, without limitation, the Company).

"Loss or Losses" means any and all damages, judgments, fines, penalties, amounts paid or payable in settlement, deficiencies, losses and Expenses (including all interest, assessments, and other charges paid or payable in connection with or in respect of such Losses), in each case except to the extent arising out of or resulting from Nominee's willful violation of state or federal law in connection with the Solicitation, gross negligence, willful misconduct, bad faith or a material misstatement or omission in the information provided by the Nominee in connection with the Solicitation, and in each case to the extent not otherwise covered by insurance or indemnification from another source (including, without limitation, the Company).

2. Agreement to be Named and Serve; Consideration. Nominee hereby agrees to (a) be a nominee for election to the Board of Directors of the Company at the Annual Meeting and/or a Special Meeting, (b) be named as such in the proxy soliciting materials related to the Annual Meeting and/or a Special Meeting, (c) serve as a director of the Company if so elected at the Annual Meeting and/or a Special Meeting or appointed by other means, (d) devote the time and energy necessary to participate in the Solicitation as requested by Sachem Head, subject to reasonable attempts to accommodate Nominee's other professional responsibilities and avoid conflicts with Nominee's pre-existing schedule, by Nominee making him or herself available to attend and participate in meetings with, interviews with and presentations to stockholders, analysts, fund managers, representatives of nominee holders, proxy advisory firms, members of the media, and other persons Sachem Head may reasonably request in connection with the Solicitation, the election of the Slate or any stockholder resolutions Sachem Head may determine to bring before the Company's stockholders in connection with the Solicitation and (e) subject to Section 4 below, reasonably cooperate with Sachem Head in connection with any litigation or investigation arising out of or related to the Solicitation, including the nomination of the Slate, and subject to reasonable attempts to accommodate Nominee's other professional responsibilities and avoid conflicts with Nominee's pre-existing schedule, to be reasonably available to respond to and participate as reasonably necessary in any such action or investigation. [Sachem Head will pay Nominee \$100,000 upon execution of this Agreement (the "Nominee Payment"), provided that Nominee agrees to promptly repay the Nominee Payment to Sachem Head if (i) the results of the background and reference check referred to in Section 3 hereof is unsatisfactory to Sachem Head in its sole discretion, or (ii) Nominee withdraws from the Slate for any reason prior to the termination of this Agreement. Except as set forth herein, the parties hereto agree that Nominee shall not be entitled to receive any cash or other consideration

from Sachem Head in respect of Nominee's agreements contained herein, whether or not Nominee is elected to the Board of Directors of the Company.]¹

3. Questionnaires; Disclosure of Information. Nominee hereby agrees (a) to promptly complete and sign one or more questionnaires requesting information relating to Nominee's background and qualifications (the "Questionnaires") and the written representation and agreement, consent and statement that are required to be completed and delivered to the Company in order to be eligible to be a nominee for election to the Board of Directors and to serve as a director if elected, in each case pursuant to Section 2.12 of Article II of the Company's bylaws (the "Representation and Agreement"), (b) that Nominee's responses in the Questionnaires and the representations made in the Representation and Agreement will be true, complete and correct in all material respects and will not omit any material information, (c) that Nominee will provide true, correct and complete information concerning such other matters as are required or customary to be disclosed regarding Nominee, his or her nomination to the Board of Directors or the Solicitation under (i) the Company's bylaws or (ii) pursuant to the rules and regulations contained in the Securities Exchange Act of 1934, as amended, or the rules and regulations promulgated thereunder, (d) that Nominee will promptly provide any additional information as may be requested by Sachem Head, such information to be true and correct and not omit any material information, and (e) that Nominee will promptly notify Sachem Head of any changes or updates to any information provided by Nominee to Sachem Head pursuant to this Section 3. Nominee further agrees that Sachem Head may forward the Representation and Agreement and the Questionnaires to the Company, and both Sachem Head and the Company may at any time, in their respective discretion, publicly disclose such information, as well as the existence and contents of this Agreement. Furthermore, Nominee understands that Sachem Head may elect, at its expense, to conduct a background and reference check of Nominee and Nominee agrees to complete and execute any necessary authorization forms or other documents required in connection therewith.

4. Indemnification.

(a) In the event Nominee was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a Claim by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) an Indemnifiable Event, Sachem Head or a designee thereof, to the fullest extent permitted by applicable law, shall indemnify and hold harmless Nominee from and against any and all Losses suffered, incurred or sustained by Nominee or to which Nominee becomes subject, arising out of such Claim (it being understood and agreed that, except as provided in Section 4(c) with respect to Expenses, reimbursements of any such Losses payable hereunder shall be made as soon as practicable but in any event no later than 30 days after written request is made to Sachem Head accompanied by supporting documentation).

Nominee shall give Sachem Head prompt written notice of any Claim (accompanied by such reasonable supporting documentation as may be in Nominee's possession) as soon as Nominee becomes aware thereof.

¹ Included in Ms. Lane's Form of Engagement and Indemnification Agreement.

(b) In the case of the commencement of any Claim against Nominee in respect of which he or she may seek indemnification from Sachem Head hereunder, Sachem Head will be entitled to participate therein, including, without limitation, the negotiation and approval of any settlement of such Claim. In addition, Sachem Head shall have the right to assume control of the defense of such Claim with counsel chosen by Sachem Head. To the extent that Sachem Head may wish to assume the defense of any Claim against Nominee in respect of which Nominee may seek indemnification from Sachem Head hereunder, Sachem Head shall provide Nominee with written notice of Sachem Head's election to assume the defense of such Claim. From and after such election by Sachem Head to assume defense of a Claim, Sachem Head will not be liable to Nominee under this Agreement for any Expenses subsequently incurred by Nominee in connection with the defense thereof other than reasonable costs of investigation and preparation therefor (including, without limitation, appearing as a witness and reasonable fees and expenses of legal counsel in connection therewith). If, in any action for which indemnity may be sought hereunder, Sachem Head shall not have timely assumed the defense thereof with counsel reasonably satisfactory to Nominee, or Nominee shall have been advised by his or her independent counsel in writing that it would constitute a conflict of interest for the same counsel to represent both Nominee and Sachem Head in such action, or if Nominee has been advised by independent counsel that Nominee has separate or additional defenses than those available to Sachem Head with regard to such action, Nominee shall have the right to employ his or her own counsel reasonably satisfactory to Sachem Head in such action, in which event Sachem Head shall pay directly or reimburse Nominee for any costs not paid directly for all reasonable out-of-pocket legal fees and expenses incurred by Nominee in connection with the defense thereof; provided, however, that Sachem Head shall be obligated to pay for only one firm to serve as counsel for all of Sachem Head's nominees for election to the Board of Directors. Nominee shall not settle any action without the prior written consent of Sachem Head, which consent shall not be unreasonably delayed or withheld. Sachem Head shall not settle any Claim in any manner that would impose any expense, penalty, obligation or limitation on Nominee, or would contain language (other than a recitation of any amounts to be paid in settlement) that could reasonably be viewed as an acknowledgment of wrongdoing on the part of Nominee, without Nominee's prior written consent (which consent shall not be unreasonably delayed or withheld).

(c) Nominee's right to indemnification pursuant to this Section 4 shall include the right of Nominee to be advanced by Sachem Head or a designee thereof any Expenses incurred in connection with any Indemnifiable Event as such expenses are incurred by Nominee; provided, however, that all amounts advanced in respect of such Expenses shall be promptly repaid to Sachem Head or a designee thereof by Nominee to the extent it shall ultimately be determined in a final judgment by a court of competent jurisdiction that Nominee is not entitled to be indemnified for or advanced such Expenses. The indemnification and reimbursement arrangements contemplated herein shall only take effect if Nominee is publicly named as a member of the Slate.

(d) Notwithstanding any other provision of this Agreement to the contrary, the indemnity and expense reimbursement obligations of Sachem Head provided by this Agreement will not apply to any event or occurrence (i) prior to the date hereof or

subsequent to the conclusion of the Solicitation or such earlier time as Nominee is no longer a member of the Slate, or (ii) relating to or directly or indirectly arising out of Nominee's service as a director of the Company.

5. Publicity. From and after the date hereof until the date on which Nominee is elected or appointed to serve as a Director, Nominee shall coordinate with Sachem Head with respect to Nominee's public disclosures regarding the Solicitation, including press releases, public announcements and statements or disclosures to the media concerning this Agreement, the Solicitation or any of the matters contemplated hereby, by using commercially reasonable efforts to notify Sachem Head with respect to any planned media engagements and, to the extent feasible, to coordinate with Sachem Head on the text of such disclosures or topics to be discussed in connection with such engagements.

6. No Agency. Each of Sachem Head and Nominee acknowledges that Nominee is not acting as an agent of Sachem Head or in a fiduciary capacity with respect to Sachem Head and that Nominee is not assuming any duties or obligations to Sachem Head other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency and nothing contained herein shall entitle Nominee to any compensation from Sachem Head. Each of Sachem Head and Nominee further acknowledges that, should Nominee be elected to the Board of Directors of the Company, Nominee will be acting as a director of the Company, on behalf of the Company and all of its stockholders, independent of and not controlled by Sachem Head, and all of Nominee's activities and decisions as a director of the Company will be governed by applicable law and subject at all times to his or her fiduciary duties to the Company and its stockholders. Nothing in this Agreement is intended to or shall govern or restrict Nominee's decisions or conduct as a Company director, which shall be based on Nominee's independent business judgment. Each of Sachem Head and Nominee further acknowledges that there is no agreement between or among them regarding the voting or holding of any shares of the Company.

7. Amendment; Waiver; Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in a writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. The parties may not waive or vary any right hereunder except by an express written waiver or variation. Any failure to exercise or any delay in exercising any such rights, or any partial or defective exercise of any such rights, shall not operate as a waiver or variation of that or any other such right. The waiver by one party of any breach of this Agreement by another party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

8. Subrogation. In the event of payment under this Agreement, Sachem Head shall be subrogated to the extent of such payment to all of the rights of recovery of Nominee, and Nominee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Sachem Head effectively to bring suit to enforce such rights.

9. No Duplication of Payments. Sachem Head shall not be liable under this Agreement to make any payment in connection with a Claim made against Nominee to the extent

Nominee has otherwise actually received payment (under any insurance policy, by-law or otherwise) of the amounts otherwise indemnifiable hereunder. In addition, Nominee shall be required to reimburse Sachem Head for any indemnification payments made to Nominee by Sachem Head for any Losses to the extent that Nominee subsequently receives payment of such amounts from another source.

10. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given to such party,

if to Sachem Head, to:

Sachem Head Capital Management LP
250 West 55th Street, 34th Floor
New York, New York 10019
Attention: Michael Adamski
Telephone: (212) 714-3314
Facsimile: (212) 714-3301
Email: michael@sachemhead.com

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

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attention: Richard M. Brand, Esq.
Joshua A. Apfelroth, Esq.
Telephone: (212) 504-5757; (212) 504-6391
Facsimile: (212) 504-6666
Email: richard.brand@cwt.com; joshua.apfelroth@cwt.com

if to Nominee, to:

[•]
[•]
[•]
Attention: [•]
Telephone: [•]
Facsimile: [•]
Email: [•]

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

[•]
[•]
[•]
Attention: [•]
Telephone: [•]

or such other address, email address or telecopy number as such party may hereafter specify for the purpose by notice to the other party hereby given in accordance with this Section 10. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section 10.

11. Termination. This Agreement shall automatically terminate on the earlier to occur of (a) the completion of an unsuccessful Solicitation and (b) Nominee's election or appointment to the Board of Directors; provided, that Sachem Head may terminate this Agreement at any time upon written notice to Nominee; provided, further, that Sachem Head's obligations with respect to advancement, reimbursement and indemnification hereunder and Nominee's obligations with respect to non-disclosure, advancement, reimbursement and indemnification hereunder shall each remain in full force and effect and survive the termination of this Agreement.

12. Nominee Acknowledgement. Nominee acknowledges that Sachem Head shall be under no obligation to nominate Nominee for election. Nominee acknowledges that Sachem Head will rely upon information provided by Nominee for purposes of preparing submissions to the Company, proxy solicitation materials and other public disclosure.

13. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought in the state courts of the State of New York located in New York County, or in the United States District Court for the Southern District of New York, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth or referred to in Section 10, such service to become effective ten days after such mailing.

14. Execution by Counterparts/Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed by facsimile or PDF.

15. Expense Reimbursement. Sachem Head hereby agrees to reimburse Nominee for his or her reasonable, documented, out-of-pocket expenses incurred as a result of being a member of the Slate, including, without limitation, reimbursement for reasonable out-of-pocket travel expenses; provided, that Nominee hereby agrees that in the event Nominee reasonably determines that he or she needs to retain legal counsel to represent Nominee in connection with being a member of the Slate (other than in connection with a claim for indemnification, which is addressed in Section 4) he or she will employ counsel selected by Sachem Head and reasonably satisfactory to Nominee. Should Nominee be elected to the Board

of Directors of the Company, other than as expressly set forth herein, Sachem Head will not be liable for any expenses or any other liabilities incurred by Nominee during the period following election to the Board of Directors of the Company.

16. Non-Disclosure. Nominee acknowledges and agrees to hold in strict confidence and will not use nor disclose to third parties information Nominee receives from Sachem Head or any of its agents or representatives or information developed by Nominee based upon such information Nominee receives from Sachem Head or any of its agents or representatives, except for (a) information which was public at the time of disclosure or becomes part of the public domain without disclosure by Nominee, (b) information which Nominee learns from a third party (other than Sachem Head or its agents or representatives) which does not have a legal, contractual or fiduciary obligation of confidentiality to Sachem Head or its agents or representatives, (c) following Nominee's election as a director of the Company, information which is necessary for Nominee to disclose in order to comply with Nominee's fiduciary duties under applicable law or (d) information which is required to be disclosed by applicable law; provided, that in the event of any required disclosure pursuant to this clause (d), Nominee hereby agrees to use commercially reasonable efforts to notify Sachem Head promptly so that Sachem Head may seek a protective order or other appropriate remedy or, in Sachem Head's sole discretion, waive compliance with the terms of this Section 16; provided, further, that in the event that no such protective order or other remedy is obtained, or that Sachem Head waives compliance with the terms of this Section 16, Nominee further agrees to furnish only that portion of the confidential information which Nominee is advised by counsel is legally required and will cooperate with Sachem Head's efforts, without incurring any monetary expense, to obtain assurance that confidential treatment will be accorded to the confidential information. Nominee further agrees not to (i) make any public communication relating to the Solicitation without the prior permission of Sachem Head and (ii) stand for election through nomination by the Company or any other stockholder of the Company (other than Sachem Head), as director of the Company without the prior permission of Sachem Head. Nothing in this Section 16 shall constrain Nominee's communications with his or her counsel, or prevent Nominee from disclosing information to his or her counsel.

17. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

18. Headings. The headings used herein are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

19. Warranty of Authority. Each person executing this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for which he or she is acting and that the parties will thereby be fully bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

20. Remedies. Nominee hereby acknowledges that money damages would be both difficult to calculate and speculative and an insufficient remedy for any breach of Nominee obligations in Sections 2, 3, 4, 5 and/or 16 and that any such breach would cause Sachem Head irreparable harm. Accordingly, Nominee also agrees that in the event of any

breach or threatened breach of Sections 2, 3, 4, 5 and/or 16 Sachem Head, in addition to any other remedies at law or in equity it may have, shall be entitled to equitable relief, including injunctive relief and specific performance, without the requirement of posting a bond or other security or proof of actual damages.

[Signatures on following page]

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

SACHEM HEAD CAPITAL MANAGEMENT LP

By: Uncas GP LLC, its General Partner

By: _____
Name: Scott D. Ferguson
Title: Managing Member

Name: [Nominee]

[Signature Page to Engagement and Indemnification Agreement]
