

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. **02-3947**

In the Matter of:

AGGREGATE INDUSTRIES plc;
AGGREGATE INDUSTRIES-NORTHEAST
REGION, INC., WAKEFIELD MATERIALS
CORPORATION, and WAKEFIELD
MATERIALS COMPANY

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ASSURANCE OF DISCONTINUANCE

I. Introduction

1. Aggregate Industries plc (“Aggregate”) and Wakefield Materials Corporation (“Wakefield”) have entered into a letter of intent pursuant to which Aggregate has agreed to acquire certain assets from Wakefield relating to the operation of Wakefield’s ready-mix concrete and aggregate business and related trucking operations in Massachusetts and New Hampshire. Aggregate and Wakefield, through their respective wholly owned subsidiaries, Aggregate Industries - Northeast Region, Inc. (“Aggregate-Northeast”) and Wakefield Materials Company (“Wakefield Materials”), currently operate ready-mix concrete plants in areas of the Commonwealth, among other locations, where they sell ready-mix concrete and compete with each other for sales to customers within relevant markets.

2. The Commonwealth of Massachusetts, by its Attorney General, has caused an investigation to be made into whether the effect of the proposed transaction is likely to substantially lessen competition in the manufacture and sale of ready-mix concrete in areas of the Commonwealth in violation of Section 7 of the Clayton Act, the Sherman Act, 15 U.S.C., § 1, and the Massachusetts Antitrust Act, M.G.L. c. 93, § 4.

3. Before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, the Commonwealth, Aggregate and Wakefield, by their respective attorneys, have consented to the entry of this Assurance of Discontinuance ("Assurance"). The essence of this Assurance is the prompt and certain divestiture of certain assets to assure that competition is not substantially lessened in areas of northeastern Massachusetts and in the greater Worcester area, and relevant markets therein. This Assurance resolves the Attorney General's concerns raised by that investigation.

II. Parties

4. The Commonwealth of Massachusetts, represented by the Attorney General, files this Assurance in the public interest. The Attorney General is authorized to investigate this transaction and to enter into this Assurance pursuant to M.G.L. c. 93, § 9.

5. Aggregate is a company formed under the laws of the United Kingdom, with headquarters in Leicestershire, England. Aggregate is an international manufacturer and supplier of construction materials with operations in the United Kingdom and North America.

6. Aggregate-Northeast is a Massachusetts corporation with headquarters at 1715 Broadway, Saugus, MA 01906. Aggregate-Northeast is a wholly owned indirect subsidiary of

Aggregate. Through Aggregate-Northeast, Aggregate is a provider of construction materials, including aggregates and ready-mix concrete, in the Commonwealth and other northeastern states.

7. Wakefield is a Massachusetts corporation with headquarters at 50 Salem Street, Building B in Lynnfield, Massachusetts. One of Wakefield's principal businesses is supplying construction materials.

8. Wakefield Materials is a Massachusetts business trust company with headquarters at 50 Salem Street, Building B in Lynnfield, Massachusetts 01940. In the Commonwealth and other northeastern states, one of Wakefield Materials' principal businesses is manufacturing and selling ready-mix concrete. In Northeastern Massachusetts, Wakefield Materials operates concrete plants that produce ready-mix concrete.

III. General Provisions

9. Definitions. As used in this Assurance, the following terms shall have the following meaning:

A. "Concrete Plant" means a plant that produces ready-mix concrete.

B. "Northeastern Massachusetts" means those cities and towns within Essex, Middlesex, Norfolk, Suffolk and Worcester Counties that are encompassed by Districts Three and Four of the Massachusetts Highway Department District Offices, as currently defined, as well as the following cities and towns within Worcester County that are outside of Massachusetts Highway Department Districts Three and Four: Athol, Barre, Hardwick, New Braintree, Phillipston, Petersham, Royalston, Templeton, Warren, West

Brookfield and Winchendon. A list of those cities and towns currently in Massachusetts Highway Department's Districts Three and Four is set forth as an Addendum to this Assurance.

C. "Ready-Mix Concrete" means a building material used in the construction of buildings, highway, bridges, tunnels, and other projects that is produced by mixing a cementing material and aggregate with sufficient water to cause the cement to set and bind.

D. "Wakefield Facility" means all rights, titles, and interests, including all fee and all leasehold and renewal rights, to the ready-mix concrete facility located at One Salem Street, Wakefield, Massachusetts, 01880, including, but not limited to, all real property, capital equipment, the related maintenance facilities and administration buildings, fixtures, inventories, approximately 30 mixer trucks and other vehicles, two concrete plants, cement silos, storage tanks, interests, permits, assets or improvements encompassing the Wakefield Facility.

E. "Worcester Lease" means a certain lease agreement by and between Boston and Maine Corporation ("Landlord"), and P. J. Keating Company ("P. J. Keating"), as tenant, dated March 22, 1988 (the "Lease") for leased premises located in Worcester, Massachusetts, as more particularly described in the Lease (the "Worcester site"), which Lease was assigned to Central Massachusetts Concrete Corp., ("Assignor") by virtue of an Assignment and Assumption of Lease dated August 19, 1994 and recorded in the Worcester County Registry of Deeds in Book 16517, Page 157 by and between P. J. Keating and Assignor.

10. This Assurance shall not be construed to create rights or claims in third parties against the Parties that do not otherwise exist.

11. The Parties admit no liability or violation of federal or state antitrust or other law.

12. When this Assurance requires notice by the Parties, such notice shall be pursuant to the procedures and subject to the standards set out in Section VI of this Assurance.

13. Nothing contained in this Assurance, including but not limited to the notification procedures set out in Section VI of this Assurance, shall be construed to limit in any manner whatsoever the Attorney General's authority under any provision of law to investigate any matter, to obtain such documents and information through subpoena, civil investigative demand, or any other lawful process, or to bring any action the Attorney General deems appropriate under such provision of law.

14. The provisions of this Assurance apply to the undersigned parties, their successors and assigns, subsidiaries, directors, officers, managers, agents, and employees, and all other persons in active concert of participation with any of them who shall have notice of this Assurance.

IV. Divestiture of the Wakefield Facility

15. Wakefield will divest the Wakefield Facility to J.G. MacLellan Concrete Co., Inc. ("MacLellan").

16. Wakefield represents that the Wakefield Facility will be operational on the date of sale.

17. Wakefield represents that there are no known material defects in the environmental,

zoning, or other permits pertaining to the operation of the Wakefield Facility and that Wakefield will not undertake following the divestiture of the Wakefield Facility any challenges to the environmental, zoning, or other permits pertaining to MacLellan's operation of the Wakefield Facility.

18. Aggregate will not take control of the operation of any Wakefield assets until Wakefield has divested the Wakefield Facility to MacLellan as described herein.

19. Wakefield will divest the Wakefield Facility to MacLellan concurrently with Aggregate closing the asset acquisition with Wakefield.

20. Wakefield will provide to the Commonwealth a copy of the final agreement with MacLellan for the sale of the Wakefield Facility.

V. Termination of the Worcester Lease

21. Wakefield will cause the Worcester Lease to be assigned to Aggregate, or its affiliate, by virtue of an Assignment of Lease (the "Assignment") by and among the parties substantially in the form attached to this Assurance as Exhibit A.

22. Aggregate will not renew the Worcester Lease when the lease expires of January 14, 2003.

23. Aggregate will not repurchase or lease the Worcester site for a period of ten (10) years.

24. Aggregate will not remove the ready-mix concrete plant from the Worcester site prior to expiration of the Worcester Lease.

25. If, during the period from the date of the closing of the Wakefield acquisition to

January 14, 2003, a firm acceptable to the Landlord of the Worcester site comes forward to lease the site to operate a ready-mix concrete plant, Aggregate will agree to assign its rights under the Worcester Lease to that firm or otherwise take such action to vacate the Worcester site, such as by agreeing with the Landlord to a mutual termination of the Worcester Lease, to allow the firm to take possession of and operate a ready-mix concrete plant at the Worcester site.

26. Aggregate will not enforce any rights it may have against a firm under a pre-existing covenant not to compete that would prevent the firm from operating a ready-mix concrete plant at the Worcester site.

VI. Notice of Future Acquisitions

27. Aggregate will give thirty (30) days written notice to the Massachusetts Attorney General's Office prior to acquiring ownership or control of the stock or assets of any manufacturer of ready-mix concrete within Northeastern Massachusetts for any transaction that would be reportable under the Hart-Scott-Rodino Antitrust Improvements Act, 15 U.S.C. § 18a, and the regulations promulgated thereunder, as amended, (the "HSR Act") but for the transaction not satisfying the HSR Act's "size-of-transaction" test. For any transaction that is reportable under the HSR Act, Aggregate will provide a copy of its Notification and Report Form for Certain Mergers and Acquisitions and the attachments thereto (the "Form") to the Massachusetts Attorney General within two (2) business days of the filing of the Form with the federal antitrust agencies with respect to any transaction by which Aggregate will acquire ownership or control of the stock or assets of any manufacturer of ready-mix concrete located within Northeastern Massachusetts. Any notice required by this Assurance shall be mailed or hand delivered to the

Massachusetts Attorney General at the following address: Consumer Protection and Antitrust Division, Office of the Attorney General, One Ashburton Place, Boston, MA 02108.

VII. Costs and Attorneys Fees

28. Within seven days after the filing of this Assurance, Aggregate shall deliver to the Office of the Attorney General a check in the amount of Twenty Thousand Dollars (\$20,000.00), payable to the Commonwealth of Massachusetts, as partial reimbursement of the cost of its investigation and its reasonable attorneys fees.

VIII. Termination

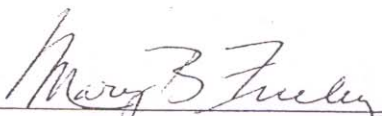
29. Unless otherwise extended, this Assurance will expire on the tenth anniversary of the date of its entry.

Dated: 9/6/02

COMMONWEALTH OF MASSACHUSETTS

THOMAS F. REILLY
Attorney General

By:



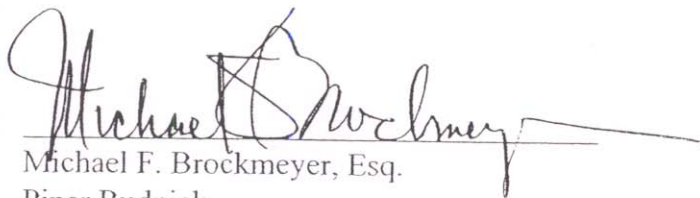
Mary B. Freeley (Mass. BBO # 544788)
Assistant Attorney General
Consumer Protection and Antitrust Division
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2200

AGGREGATE INDUSTRIES, plc
AGGREGATE INDUSTRIES - NORTHEAST REGION, INC.
By their Attorneys,



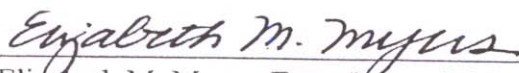
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Of Counsel:



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(410) 580-3000

WAKEFIELD MATERIALS CORPORATION
WAKEFIELD MATERIALS COMPANY
By their Attorney:



Elizabeth M. Myers, Esq. (Mass. BBO # 557840)
Hinckley, Allen & Snyder, LLP
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Providence, Rhode Island 02903
(401) 277-9600

ADDENDUM

Towns in District 3

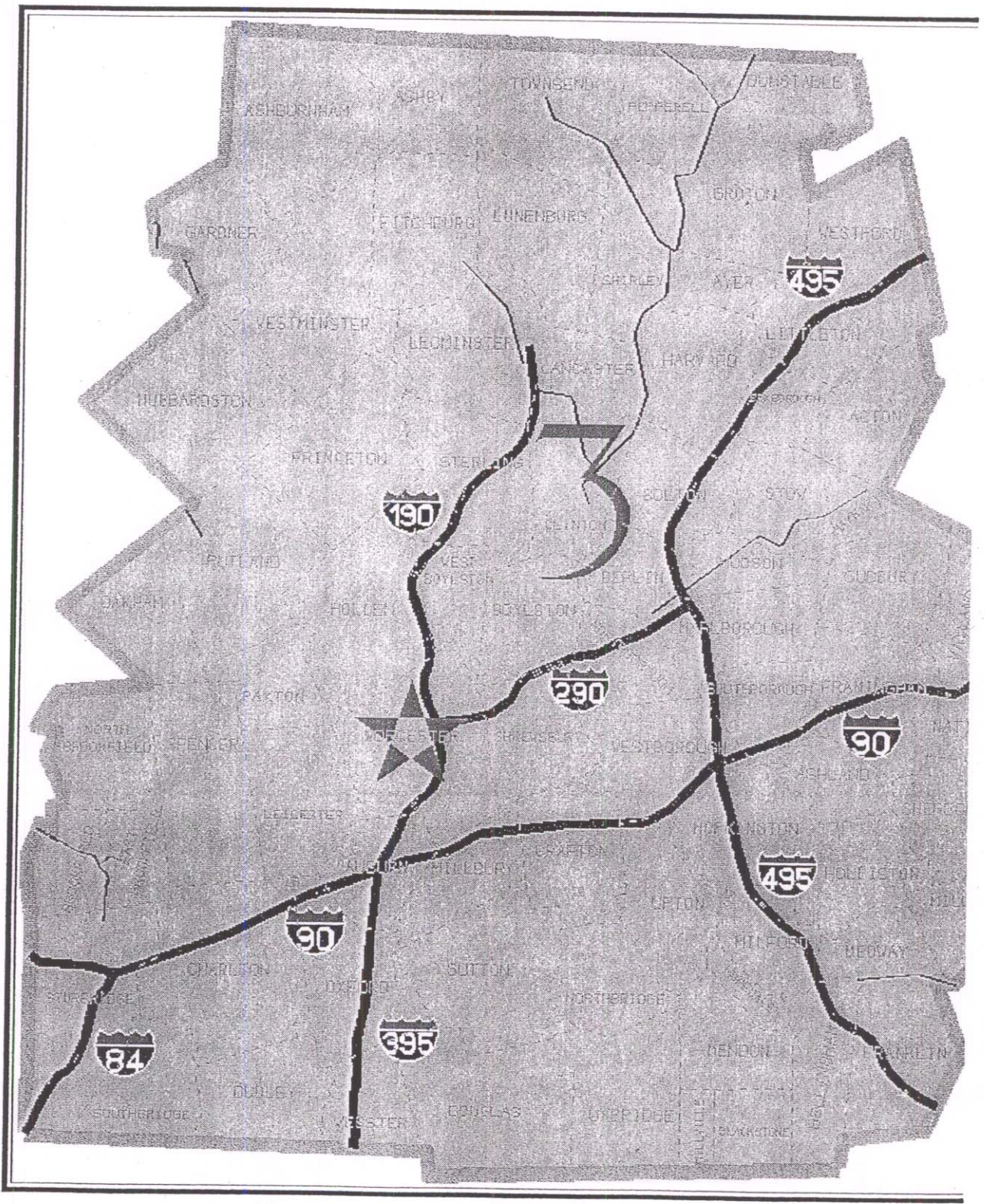
Acton
Ashbumham
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Ayer
Bellingham
Berlin
Blackstone
Bolton
Bosborough
Boylston
Brookfield
Charlton
Clinton
Douglas
Dudley
Dunstable
E. Brookfield
Fitchburg

Framingham
Franklin
Gardner
Grafton
Groton
Harvard
Holden
Holliston
Hopedale
Hopkinton
Hubbardston
Hudson
Lancaster
Leicester
Leominster
Littleton
Lunenburg
Marlborough
Maynard

Medfield
Medway
Mendon
Milford
Millbury
Millis
Millville
N. Brookfield
Natick
Northborough
Northbridge
Oakham
Oxford
Paxton
Pepperell
Princeton
Rutland
Sherborn
Shirley

Shrewsbury
Southborough
Southbridge
Spencer
Sterling
Stow
Sturbridge
Sudbury
Sutton
Townsend
Upton
Uxbridge
W. Boylston
Wayland
Webster
Westborough
Westford
Westminster
Worcester

District 3



Towns in District 4

Amesbury
Andover
Arlington
Bedford
Belmont
Beverly
Billerica
Boston
Boxford
Braintree
Brookline
Burlington
Cambridge
Canton
Carlisle
Chelmsford
Chelsea
Concord
Danvers
Dedham

Dover
Dracut
Essex
Everett
Georgetown
Gloucester
Groveland
Hamilton
Haverhill
Ipswich
Lawrence
Lexington
Lincoln
Lowell
Lynn
Lynnfield
Malden
Manchester
Marblehead
Medford

Melrose
Merrimac
Methuen
Middleton
Milton
N. Andover
N. Reading
Nahant
Needham
Newburyport
Newton
Peabody
Quincy
Randolph
Reading
Revere
Rockport
Rowley
Salem
Salisbury

Saugus
Somerville
Stoneham
Swampscott
Tewksbury
Topsfield
Tyngsborough
W. Nebury
Wakefield
Waltham
Weston
Westwood
Weymouth
Wilmington
Winchester
Winthrop
Woburn

District 4

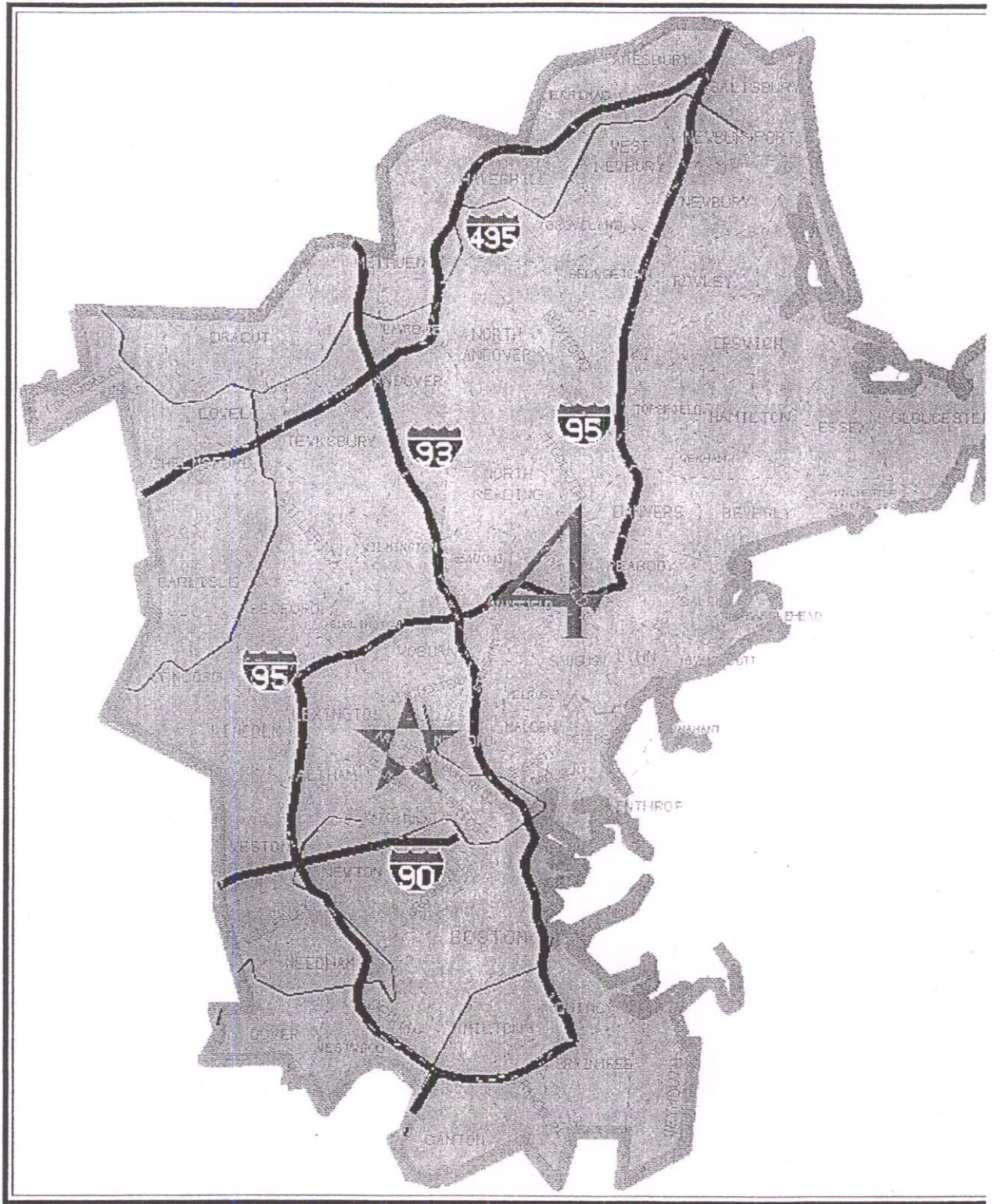


Exhibit A

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (the "Assignment") is entered into as of the ____ day of _____, 2002 (the "Effective Date"), by and among **CENTRAL MASSACHUSETTS CONCRETE CORP.**, a Massachusetts corporation ("Assignor") and **AGGREGATE INDUSTRIES LAND COMPANY, INC.**, a Minnesota corporation with an address of c/o Aggregate Industries-Northeast Region, Inc., 1715 Broadway, Saugus, MA 01906 ("Assignee") and the undersigned Landlord.

WITNESSETH:

A. Boston and Maine Corporation ("Landlord"), and P. J. Keating Company ("P. J. Keating"), as tenant, entered into a certain Agreement dated March 22, 1988 (the "Lease") for leased premises located in Worcester, Massachusetts, as more particularly described in the Lease (the "Demised Premises"). The Lease was assigned to Assignor by virtue of an Assignment and Assumption of Lease dated August 19, 1994 and recorded in the Worcester County Registry of Deeds in Book 16517, Page 157 by and between P. J. Keating and Assignor (the "Assignment of Lease").

B. Upon the terms and conditions set forth herein, Assignor desires to assign any and all of its right, title and interest under the Lease and Assignment of Lease to Assignee, and Assignee desires to assume and perform Assignor's obligations under the Lease and Assignment of Lease, subject to the rights of Landlord as set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and confessed, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee any and all of Assignor's right, title and interest in and to the Lease and Assignment of Lease, and delegates unto Assignee all of Assignor's duties and obligations under the Lease and Assignment of Lease; TO HAVE AND TO HOLD the same for the unexpired term of the Lease, which expires on January 14, 2003, subject to the payment of rent and other sums in accordance with the Lease, and the performance of the covenants, conditions and stipulations therein contained.

2. Acceptance. Assignee hereby accepts the assignment of the Lease and Assignment of Lease from Assignor and hereby assumes and agrees to observe and perform each and every obligation in the Lease and Assignment of Lease to be performed by Assignor after the Effective Date. Assignee hereby waives, relinquishes and forever discharges the right set forth in Section 5h. of the Lease to further extend the lease term past the expiration date of January 14, 2003.

3. Assignee Indemnity. Assignee agrees to hold harmless, indemnify and defend Assignor and Assignor's successors and assigns, from and against any and all losses, costs, damages, expenses, claims and/or causes of action arising out of or in connection with Assignee's performance or non-performance of the Lessee's obligations under the Lease and Assignment of Lease after the Effective Date, it being the intention of the parties to this Assignment that Assignee shall succeed to each and every right, duty and obligation of Assignor under the Lease and Assignment of Lease accruing after the Effective Date.

4. Assignor Indemnity. Assignor agrees to hold harmless, indemnify and defend Assignee and Assignee's successors and assigns, from and against any and all losses, costs, damages, expenses, claims and/or causes of action arising out of or in connection with Assignor's performance or non-performance of the Lessee's obligations under the Lease or Assignment of Lease on or before the Effective Date, it being the intention of the parties to this Assignment that Assignor shall remain fully liable for all obligations of Assignor under the Lease or Assignment of Lease accruing on or before the Effective Date.

5. Assignor's Representations, Warranties and Covenants. Assignor covenants that on the Effective Date, no uncured default will exist in the payment of rent or other sums due and owing to Landlord under the Lease or Assignment of Lease or in the performance by Assignor of any of the terms, covenants or conditions of the Lease or Assignment of Lease. Assignor hereby represents and warrants that neither the Lease nor the Assignment of Lease has been modified, amended, or supplemented, except as indicated herein, and are still in full force and effect, and to Assignor's knowledge, Landlord is not in default of any of its obligations under the Lease, and that assignor has not exercised any option to extend the lease beyond the term set to expire on January 14, 2003.

6. Landlord's Approval and Consent. Landlord does hereby acknowledge, approve and consent to the assignment of all of the rights, duties and obligations of Assignor under the Lease, subject, however to the right of Landlord, in its sole discretion, upon ten (10) days written notice to Assignee, to have such lease reassigned by Assignee to any party for use as a ready-mix concrete plant for the unexpired term of the Lease, subject to the payment of rent and other sums in accordance with the Lease, and the performance of the covenants, conditions and stipulations therein contained, including but not limited to the option to extend the term of the Lease as provided in Section 5h. of the Lease. If, prior to the expiration of the term of this Lease, (January 14, 2003), Landlord, in its sole discretion, wishes to let the Demised Premises to a new party other than Assignee who will operate the Demised Premises as a ready-mix concrete plant, Landlord may terminate the Lease with Assignee and relet the Demised Premises to the party in accordance with terms to be mutually agreed upon by Landlord and the party.

7. Landlord's Representations and Warranties. Landlord hereby represents and warrants that the Lease has not been modified, amended, or supplemented, except as indicated herein, and is still in full force and effect, and to Landlord's knowledge, neither Landlord nor Assignor is in default of any of their obligations under the Lease, and all rentals and all other sums due thereunder to date have been paid and no fixed rent, additional rent or other charges have been paid in advance, that Assignor has not exercised any option to extend the lease

beyond the term to expire on January 14, 2003, and neither Assignor nor any other party has an option to purchase the Demised Premises nor right of first refusal with respect to the Demised Premises. The Landlord presently does not have, and to the knowledge of Landlord, no other party presently has, a charge, lien, claim, defense, set-off, or counterclaim against Assignor under the Lease or against the Demised Premises.

8. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Titles and Captions. All article or section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

10. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to principles of conflict of laws.

11. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

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

ASSIGNOR:

CENTRAL MASSACHUSETTS CONCRETE CORPORATION

By: _____

Name: _____

Title: _____

Duly Authorized

ASSIGNEE:

AGGREGATE INDUSTRIES-NORTHEAST REGION, INC.

By: _____

Name: _____

Title: _____

Duly Authorized

LANDLORD:

BOSTON AND MAINE CORPORATION

By: _____

Name: _____

Title: _____

Duly Authorized