

**WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
BLOUNT CONSTRUCTION COMPANY, INC.**

June 30, 2025

The undersigned, being all of the members of the Board of Directors (the “**Board**”) of Blount Construction Company, Inc., a Georgia corporation (the “**Company**”), pursuant to the Georgia Business Corporation Code, as amended, and the Company’s Bylaws, do hereby agree and consent that upon execution hereof, the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of the Board, duly called and held for the purpose of acting upon proposals to adopt such resolutions. The undersigned do hereby waive all formal requirements, including the necessity of holding a formal meeting, and any requirement that notice of such meeting be given. The following resolutions are hereby approved and adopted:

Approval of Acquisition of Stewart Bros. Inc. and Metro Materials, Inc.

WHEREAS, the Board deems it to be in the best interests of the Company and its shareholder for the Company to enter into and consummate the transactions set forth in that certain Asset Purchase Agreement (the “**Asset Purchase Agreement**”), by and among the Company, Stewart Bros. Inc., a Georgia corporation (“**Stewart**”), Metro Materials, Inc., a Georgia corporation (“**Metro**”), and the other parties named therein, the form of which is attached hereto as Exhibit A, as well as that certain Purchase and Sale Agreement (the “**RE Purchase Agreement**” and, together with the Asset Purchase Agreement, the “**Purchase Agreements**”), by and among the Company, Stewart, Metro, and the other parties named therein, the form of which is attached hereto as Exhibit B, pursuant to which the Company will acquire substantially all of the assets and certain liabilities of Stewart and Metro (the “**Transaction**”);

WHEREAS, the Board desires to authorize the execution, delivery, and performance by the Company of the Purchase Agreements and any other agreement, instrument, promissory note, and certificate necessary or desirable to effectuate the foregoing and to consummate the transactions contemplated by the Purchase Agreements (such other agreements, instruments, and certificates, each, an “**Ancillary Agreement**” and, collectively, the “**Ancillary Agreements**”);

WHEREAS, the Board has reviewed each of the Ancillary Agreements and determined that it is in the best interests of the Company and its shareholder for the Company to enter into and consummate the transactions set forth in each of the Ancillary Agreements; and

WHEREAS, the Board further desires to ratify, confirm, approve, and adopt all actions taken by the Company, its directors, and its officers, in connection with the negotiation, execution, and delivery of the Purchase Agreements and the Ancillary Agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Purchase Agreements, the Ancillary Agreements, and the Transaction are hereby authorized, adopted, approved, and confirmed in all respects.

Approval of Credit Agreement with Synovus Bank

WHEREAS, the Board has been presented with and reviewed a proposal to enter into that certain Credit Agreement with Synovus Bank, a Georgia state bank (the “**Lender**”), the form of which is attached hereto as Exhibit C (the “**Credit Agreement**”), pursuant to which the Company will borrow from the

Lender a necessary amount of proceeds to fund a portion of the purchase price to effectuate the Transaction (the “**Loan**”);

WHEREAS, the Board desires to authorize the execution, delivery, and performance by the Company of the Credit Agreement and any other agreement, instrument, promissory note, and certificate necessary or desirable to effectuate the foregoing and to consummate the transactions contemplated by the Credit Agreement (such other agreements, instruments, and certificates, each, a “**Loan Document**” and, collectively, the “**Loan Documents**”);

WHEREAS, in connection with the Credit Agreement, it is proposed that the Company pledge and grant security interests to the Lender pursuant to the terms and conditions of one or more Loan Documents between the Company and the Lender, in and to all right, title, and interest of the Company in substantially all of the property, real and personal, tangible and intangible, of the Company (the “**Collateral**”);

WHEREAS, the Board has reviewed each of the Credit Agreement and the Loan Documents and determined that it is in the best interests of the Company and its shareholder for the Company to enter into and consummate the transactions set forth in each of the Credit Agreement and the Loan Documents, including, without limitation, the grant of security interests to the Lender in the Collateral;

WHEREAS, the Board desires to authorize the execution, delivery, and performance by the Company of any ISDA master agreement and associated schedules and such other contracts, agreements, master agreements, schedules, confirmations, amendments, waivers, certificates and any other instruments and documents as an officer of the Company may deem appropriate in connection with any interest rate management or swap transaction (including any transfers of such) to which the Company is a party, in such form, on such terms and subject to such conditions as such officer of the Company may approve, such approval to be conclusively evidenced by such officer’s execution and delivery thereof; and

WHEREAS, the Board further desires to ratify, confirm, approve, and adopt all actions taken by the Company, its directors, and its officers, in connection with the negotiation, execution, and delivery of the Credit Agreement and the Loan Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Credit Agreement, the Loan Documents, and the Loan are hereby authorized, adopted, approved, and confirmed in all respects.

BE IT FURTHER RESOLVED, that each officer of the Company be and hereby is authorized on behalf of the Company from time to time to borrow money, obtain credit, and procure loans from the Lender, without limit as to amount; to sell or discount any notes, bills, accounts, acceptances, or any other instruments to the Lender; to assign, pledge, convey, transfer, mortgage, or otherwise create a lien upon any real and/or personal property of the Company as security for the payment and performance of any and all indebtedness, liabilities, and obligations of the Company to the Lender, whether in the usual course of business or otherwise; to enter into any other liabilities and obligations of the Company to the Lender, whether in the usual course of business or otherwise; to enter into any other agreement or transaction with the Lender, including, but not limited to, promissory notes, security agreements, security deeds, mortgages, applications for letters of credit, credit card agreements, foreign exchange contracts, interest rate hedge, and other derivative transaction agreements; by making, executing and delivering in the name of and on behalf of the Company, under its corporate seal or otherwise, from time to time such agreements, documents, or instruments deemed reasonable or necessary.

General Authorization

BE IT FURTHER RESOLVED, that each officer of the Company be and hereby is authorized, directed, and empowered to do and perform or cause to be done and performed all such acts, deeds, and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments, or certificates in the name of the Company and to retain such counsel, agents, and advisors and to incur and pay such expenses, fees, and taxes as may be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and intent of all of the foregoing; and that any and all such actions heretofore or hereafter taken by any officer of the Company relating to the foregoing be, and hereby are, adopted, affirmed, approved, and ratified in all respects as the acts and deeds of the Company

BE IT FURTHER RESOLVED, that the omission from this written consent of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of each officer of the Company to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

BE IT FURTHER RESOLVED, that an executed copy of this written consent shall be filed with the minutes of the proceedings of the Board.

BE IT FINALLY RESOLVED, that this written consent may be executed: (a) in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to be one and the same instrument; and (b) by original signature, facsimile signature, electronic signature, or scanned signature in “.pdf” or similar format.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the undersigned members of the Board have executed and delivered this written consent effective as of the date first set forth above.

BOARD OF DIRECTORS:

DAVID FAUST

David Faust

Signature

MITCH MATHEWS

Mitch Mathews

Signature

GREG SCHULTZ

Greg Schultz

Signature

**CORPORATE RESOLUTION OF THE
BOARD OF DIRECTORS OF
BLOUNT CONSTRUCTION COMPANY, INC.**

July 31,2025

The undersigned, being all the members of the Board of Directors of Blount Construction Company, Inc, a Georgia corporation (the "Company"), hereby adopt the following resolutions by unanimous written consent in lieu of a meeting, pursuant to the bylaws of the Company and applicable state law:

WHEREAS, the Company has entered into an agreement to assume the rights and obligations under CPA No. 127563 – Hot Asphaltic Mix Concrete (Annual Contract with 2 Options to Renew) (the "Contract"), originally held by Metro Materials;

WHEREAS, the Board of Directors has reviewed the terms of the Contract and determined that the assignment of the Contract to the Company is in the best interest of the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Company hereby accepts the assignment of CPA No. 127563 – Hot Asphaltic Mix Concrete (Annual Contract with 2 Options to Renew), and agrees to be bound by all terms and conditions therein;

FURTHER RESOLVED, that the officers of the Company are hereby authorized and directed to execute any and all documents necessary to effectuate the assignment and assumption of the Contract, and to take any further actions deemed necessary or advisable to carry out the intent of these resolutions.

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

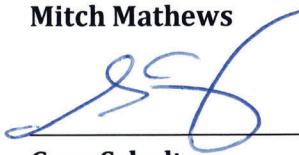
BOARD OF DIRECTORS

A handwritten signature in blue ink, appearing to be 'D. Faust', written over a horizontal line.

David Faust

A handwritten signature in blue ink, appearing to be 'M. Mathews', written over a horizontal line.

Mitch Mathews

A handwritten signature in blue ink, appearing to be 'G. Schultz', written over a horizontal line.

Greg Schultz

WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
BLOUNT CONSTRUCTION COMPANY, INC

July 31, 2025

The undersigned, being all the members of the Board of Directors of Blount Construction Company, Inc.], a Georgia corporation (the "Company"), hereby consent to the adoption of the following resolutions without a meeting, pursuant to the bylaws of the Company and applicable state law:

WHEREAS, the Company has entered into an agreement to assume the rights and obligations under CPA No. 127563 – Hot Asphaltic Mix Concrete (Annual Contract with 2 Options to Renew) (the "Contract"), originally held by Metro Materials;

WHEREAS, the Board of Directors has reviewed the terms of the Contract and determined that the assignment of the Contract to the Company is in the best interest of the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Company hereby accepts the assignment of CPA No. 127563 – Hot Asphaltic Mix Concrete (Annual Contract with 2 Options to Renew), and agrees to be bound by all terms and conditions therein;

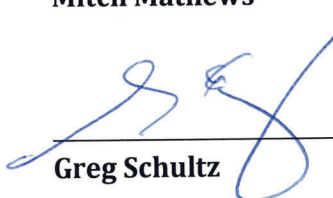
FURTHER RESOLVED, that the officers of the Company are hereby authorized and directed to execute any and all documents necessary to effectuate the assignment and assumption of the Contract, and to take any further actions deemed necessary or advisable to carry out the intent of these resolutions.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of [Insert Date].

BOARD OF DIRECTORS


David Faust


Mitch Mathews


Greg Schultz

City of Marietta Business License and Revenue Division

205 LAWRENCE ST NE * DRAWER 609 * MARIETTA GA 30061

(770) 794-5520



BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE PLEASE DISPLAY AT ALL TIMES

SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL

NOT TRANSFERABLE

ACCOUNT NUMBER 9919727 7699000

NUMBER 00050879

BLOUNT CONSTRUCTION CO INC
1730 SANDS PL SE
MARIETTA GA 30067-9214

FOR YEAR 2025
EXPIRATION DATE 12/31/25
BEGIN OPERATION DATE 1/01/04

**NOTIFY THIS OFFICE OF ANY
CHANGE OF ADDRESS,
OWNERSHIP, FIRM NAME, OR
CLASSIFICATION**

OWNER BLOUNT CONSTRUCTION CO INC

DESCRIPTION OF SIC CODE

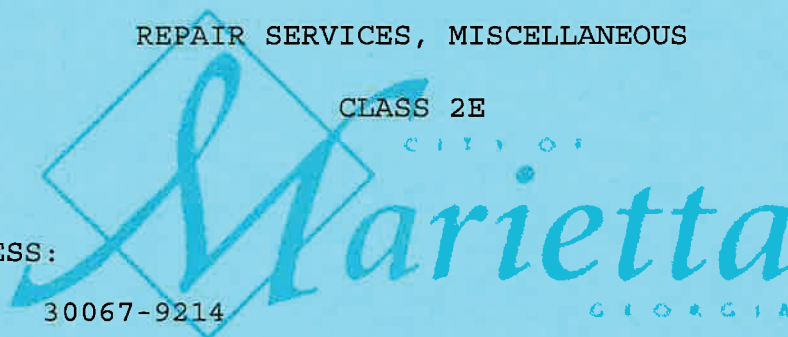
REPAIR SERVICES, MISCELLANEOUS

\$ 9505.00

CLASS 2E

BUSINESS ADDRESS:

1730 SANDS PL
MARIETTA GA 30067-9214



TAX \$ 9505.00

PENALTY \$.00

TOTAL \$ 9505.00

DATE PAID 12/27/24

SIGNED

A handwritten signature in red ink that reads 'Kimberly Robinson'.

Kimberly Robinson

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Blount Construction Company, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1730 Sands Place 6 City, state, and ZIP code Marietta, GA 30067 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	8		-	0	6	7	0	9	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Mitchell Blount</i>	Date 1/1/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they