



# Matching Gifts Plan

The Matching Gifts Plan was established as a reflection of Vulcan Materials Company's commitment to the communities in which it operates and to encourage active financial support of worthy institutions.

Subject to the terms contained herein, Vulcan Materials Company (including its wholly owned subsidiaries) will match the contributions of eligible participants.

VMC-3120 REV. 1/18

## PLAN DESCRIPTION

Subject to the limits set forth below, Vulcan Materials Company (“Company”) will match in cash an eligible participant’s personal contribution of cash or securities actually paid (not merely pledged) to any eligible recipient organization, provided that such contribution is in support of the recipient organization’s general operating or capital fund requirements. Payments for tuition and other student fees, membership dues, subscriptions, insurance premiums, performance or admission tickets, services or any other payment not made as a direct contribution are not regarded as eligible gifts. Contributions to scholarship funds will be matched only for the academic scholarships that are administered by the recipient educational institution. Gifts to umbrella or united fundraising organizations will not be matched, except gifts to united arts councils.

All eligible gifts in the amount of \$20 or more made by a participant will be matched by a Company contribution of up to an aggregate amount of \$10,000 per year per participant (i.e. the Company will contribute a maximum of \$10,000 per year per participant). This application form must be completed (parts A & B), returned to and received by the Company’s Community Relations Department, no later than 30 days after December 31st of the calendar year in which the gift is made. A participant making periodic gifts during any calendar year may, instead of sending an application form with each periodic gift, complete one application form at the end of the calendar year in which the gifts are made. In this case, the Company will make a one-time contribution matching the total of the periodic gifts, provided the completed form is received by the Community Relations Department, no later than 30 days after December 31st of such calendar year.

Gifts may be made by a participant in securities having a quoted market value. The value of a gift of securities will be determined in accordance with applicable rules and regulations of the Internal Revenue Service as of the last sale or published bid price on or before the date indicated in Part A of the application form.

Subject to the annual aggregate limitation of \$10,000 per participant, the Company will match gifts to eligible educational institutions on a two-for-one basis (i.e., the Company will contribute \$2 for every \$1 contributed by a participant). Gifts to eligible hospitals and cultural organizations will be matched on a one-for-one basis (i.e., the Company will contribute \$1 for every \$1 contributed by a participant).

## ELIGIBLE PARTICIPANTS

- All regular full-time employees.
- Directors of the Company.
- Retirees who were eligible participants on the date of their retirement, and directors emeriti of the Company are eligible for participation in the Plan for no longer than five years from the date of their retirement.
- A charitable foundation or trust established by an employee, retiree, director or director emeritus, so long as such person has sole power to direct distribution of the assets of such foundation and remains an eligible participant under the Plan.

## ELIGIBLE RECIPIENTS

- **Educational Institutions:** Elementary schools, secondary schools, two-year or four-year colleges (including junior or community colleges and technical schools), universities and graduate or professional schools located in the United States that are accredited by an accrediting association acceptable to the Company. An eligible educational institution may be public or private.
- **Hospitals:** Nonprofit hospitals located within the United States, open to and operated for the benefit of the general public, accredited by the Joint Commission of Accreditations of Hospitals, and listed in the American Hospital Association Guide to Health. For purposes of this Plan, a hospital is defined as an institution whose primary function is to provide patient services, diagnostic and therapeutic, for a variety of medical conditions, both surgical and nonsurgical.
- **Cultural Organizations:** Nonprofit organizations based within the United States with programs benefitting predominantly United States citizens and which are specifically characterized as museums of history, art and science; libraries; historical, botanical and zoological societies; nature conservancies and preserves; performing arts organizations for music, theater, opera and dance; publicly supported radio and television broadcasting stations; and united arts councils.

The Company reserves the right to determine whether a gift is eligible for matching, and the Company may require the recipient organization to produce evidence of eligibility to include qualification under Sections 170(c) and 501c(3), respectively, of the Internal Revenue Code.

## INELIGIBLE RECIPIENTS

- Organizations with political orientation of those which attempt to influence legislation.
- Fraternal, social or veterans organizations.
- Organizations whose programs predominantly pursue a religion, sect, cult or preparation for the ministry, or which qualify for tax exemption as a church, synagogue or other religious organization.
- Athletic scholarship funds of colleges and universities where a valued benefit is received by the participant.

## ADMINISTRATION OF THE PLAN

Any questions of interpretation or application of this Plan shall be determined by the Company, and the decision of the Company shall be final. The Plan will be administered as follows:

1. A participant making an eligible gift should complete Part A of the application form and send the form along with the contribution to the eligible recipient organization.
2. Part B of the form must be completed and signed by a financial officer of the recipient organization. The completed form must be returned to Vulcan Materials Company, Community Relations Department, P. O. Box 385014, Birmingham, AL 35238-5014.
3. Upon verification that the participant and recipient organization are eligible, and subject to the other terms and conditions of the Plan, the Company will forward a check representing the appropriate matching funds to the recipient organization.
4. The Company will notify each participant following transmittal of the Company’s matching gift. If a gift is not eligible for matching, the Company will so notify the participant and recipient organization.
5. The Company will match only the tax deductible portion of a participant’s contribution. The tax deductible contribution is the total amount less the value of any benefit received from such contribution. If there is no benefit received, the total amount of the contribution is tax deductible.

The Company reserves the right to suspend, amend, revoke or terminate this Plan at any time.

VULCAN MATERIALS COMPANY  
MATCHING GIFTS PLAN APPLICATION FORM

**PART A: Participant Gift** (To be completed by employee and sent with contribution to recipient organization.)

\_\_\_\_\_ Date of Gift

Contribution made to: \_\_\_\_\_  
(Print complete name of recipient organization)

Enclosed is my personal gift of:

1) Cash or check in the amount of \$ \_\_\_\_\_, (or)

2) Stock gift of \_\_\_\_\_ shares of \_\_\_\_\_  
(Number) (Print type of security and company)  
with a quoted market value per share on the date of this gift of \$ \_\_\_\_\_.

**Organization Type:**  
 Educational Institute  
 Hospital  
 Cultural Organization  
\*see eligible recipient information

This gift will be matched in accordance with the provisions of the Plan (i.e., eligible educational institutions on a two-for-one basis and eligible hospitals and cultural organizations on a one-for-one-basis), subject to the aggregate annual maximum of \$10,000 per participant, **unless the participant specifies lesser amount in the space provided:**

I request the Company's matching gift be limited to \$ \_\_\_\_\_

**Participant Information**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Division/Location: \_\_\_\_\_ Employee ID (optional) \_\_\_\_\_  
(if retired, indicated previous location)

Status of participant:  Employee  Retiree - List Retirement Date: \_\_\_\_\_  
 Director  Director Emeritus - List Retirement Date: \_\_\_\_\_  
 Charitable Foundation - List Retirement Date, if applicable: \_\_\_\_\_

I certify that this contribution complied with the provision of the Plan contained herein:

\_\_\_\_\_  
Signature of Participant

**PART B: Recipient Organization's Certification** (To be completed by the recipient organization.)

I certify that the contribution described in Part A was received on \_\_\_\_\_, and that the recipient organization is eligible under the provisions of the Plan as described herein.

_____ Recipient Organization Name	_____ Signature of Financial Officer
_____ Street Address	_____ Printed Name of Financial Officer
_____ City, State, Zip	_____ Phone
_____ Tax ID	_____ Email

Return completed form to: Vulcan Materials Company, Community Relations Department,  
P. O. Box 385014, Birmingham, AL 35238-5014  
Inquiries may be directed to: (205)298-3229 or communityrelations@vmcmail.com

