

Amended and Restated Voting Agreement

This Amended and Restated Voting Agreement (this “**Agreement**”), dated as of August 6, 2025, is entered into by and among the undersigned stockholders (each, a “**Stockholder**” and collectively, the “**Stockholders**”) of Construction Partners, Inc., a Delaware corporation (the “**Company**”), SunTx Capital Management Corp., a Texas corporation, and SunTx Capital II Management Corp., a Texas corporation (together, “**SunTx**”). SunTx and the Stockholders are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, SunTx and certain of the Stockholders previously entered into that certain Voting Agreement, dated August 1, 2023 (the “**2023 Voting Agreement**”), to coordinate certain efforts with respect to the voting of the Company’s shares of Class A Common Stock, par value \$0.001 per share (the “**Class A Common Stock**”), and Class B Common Stock, par value \$0.001 per share (“**Class B Common Stock**” and together with the Class A Common Stock, the “**Common Stock**”), held by SunTx and such Stockholders for the election of individuals to serve on the Company’s Board of Directors (the “**Board**”); and

WHEREAS, the Parties desire to amend and restate the 2023 Voting Agreement in its entirety as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions.

When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.

(a) “**Beneficially Own**” or “**Beneficial Ownership**” has the meaning assigned to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and a person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance). For the avoidance of doubt, “Beneficially Own” and “Beneficial Ownership” shall also include record ownership of securities.

(b) “**Beneficial Owner**” shall mean the person who Beneficially Owns the referenced securities.

2. Representations of Stockholder.

Each of the Stockholders individually hereby represents and warrants to SunTx that:

(a) **Ownership of Shares.** Such Stockholder: (i) is the Beneficial Owner of, and has good and marketable title to, all of the shares of Common Stock set forth directly across from such Stockholder's name on Schedule I hereto (the "**Original Shares**" and, together with any additional shares of Common Stock acquired as described in Section 5, the "**Shares**"), free and clear of any proxy, voting restriction, adverse claim, or other liens, other than those created by this Agreement or under applicable federal or state securities laws; and (ii) except as otherwise provided herein, has the sole voting and sole dispositive power over all of the Original Shares. Except pursuant to this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which such Stockholder is a party relating to the pledge, disposition, or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) **Disclosure of All Shares Owned.** Such Stockholder does not Beneficially Own any shares of Common Stock other than the Original Shares.

(c) **Power and Authority; Binding Agreement.** Such Stockholder has full power and authority and legal capacity to enter into, execute, and deliver this Agreement and to perform fully such Stockholder's obligations hereunder (including delivering the proxy described in Section 3(b) below). This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes the legal, valid, and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally.

(d) **No Conflict.** The execution and delivery of this Agreement by such Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any law (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any lien on any of the Shares pursuant to, any agreement or other instrument or obligation (including organizational documents) binding upon such Stockholder or any of the Shares.

(e) **No Consents.** No consent, approval, order, or authorization of, or registration, declaration, or filing with, any governmental entity or any other person on the part of such Stockholder is required in connection with the valid execution, delivery, or performance of this Agreement.

(f) **No Litigation.** There is no action, suit, investigation, or proceeding (whether judicial, arbitral, administrative, or otherwise) pending against, or, to the knowledge of such Stockholder, threatened against or affecting, such Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) **Agreement to Vote and Approve.** Each of the Stockholders irrevocably and unconditionally agrees during the term of this Agreement, at any annual or special meeting of the

Company called with respect to the election of directors, and at every adjournment or postponement thereof, to vote or cause the holder of record to vote the Shares in favor of SunTx's recommended candidates for service on the Board.

(b) **Irrevocable Proxy.** Each Stockholder hereby appoints SunTx and any designee of SunTx, and each of them individually, until the earlier of the Expiration Time and such Stockholder's Withdrawal Time (each as defined below), if applicable, as its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of the Stockholders under this Agreement. The Stockholders shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by the Stockholders shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke any and all prior proxies granted by any Stockholder with respect to its Shares. With respect to a particular Stockholder, the proxy and power of attorney granted hereunder shall terminate upon the earlier of the Expiration Time and such Stockholder's Withdrawal Time, if any (the "**Termination Time**").

4. No Voting Trusts or Other Arrangement.

Each of the Stockholders agrees that, during the term of this Agreement, such Stockholder will not, and will not permit any person under such Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares, or subject any of the Shares to any arrangement with respect to the voting of the Shares, in each case other than those entered into with, or otherwise for the benefit of, SunTx.

5. Additional Shares.

Each Stockholder agrees that all shares of Common Stock that such Stockholder purchases, acquires the right to vote, or otherwise acquires Beneficial Ownership of, after the execution of this Agreement and prior to such Stockholder's Termination Time shall be subject to the terms and conditions of this Agreement and shall constitute Shares for all purposes of this Agreement. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares, or the like of the capital stock of the Company affecting the Shares, the terms of this Agreement shall apply to the resulting securities and such resulting securities shall be deemed to be "Shares" for all purposes of this Agreement.

6. Addition of New Stockholders.

The Parties agree that, subject to the prior approval of SunTx, a stockholder of the Company may be added from time to time as a new party to this Agreement (any such stockholder of the Company to be added to this Agreement following the date hereof, a "**New Stockholder**"). Each New Stockholder shall execute and deliver to SunTx a joinder, substantially in the form attached hereto as Annex A, to this Agreement pursuant to which the New Stockholder agrees to be bound by the terms and conditions of this Agreement, as it may be amended from time to time.

7. Withdrawal.

The Parties agree any Stockholder shall have the right to withdraw from this Agreement by delivering written notice to SunTx at least one hundred (100) days prior to the desired effective date of such withdrawal (such effective date, the "**Withdrawal Time**"). For the avoidance of doubt,

nothing in this Agreement shall restrict a Stockholder's ability to sell, transfer or otherwise dispose of Shares prior to such Stockholder's Withdrawal Time.

8. Amendment; Termination.

The terms and provisions of this Agreement may be modified or amended from time to time only by a written instrument signed by the Parties (excluding any Stockholder who has withdrawn from this Agreement pursuant to Section 7). This Agreement shall terminate upon the termination of this Agreement by written consent of the Parties (excluding any Stockholder who has withdrawn from this Agreement pursuant to Section 7) (the "**Expiration Time**"); *provided*, that (i) this Section 8 shall survive the termination of this Agreement and remain in full force and effect, and (ii) nothing in this Section 8 shall relieve or otherwise limit the liability of any Party for any intentional breach of this Agreement prior to such termination.

9. Further Assurances.

Each Stockholder agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents, and other instruments and to take all such further action as SunTx may reasonably request to consummate and make effective the transactions contemplated by this Agreement.

10. Specific Performance.

Each Party hereto acknowledges that it will be impossible to measure in money the damage to the other Party if a Party fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other Party will not have an adequate remedy at law or in damages. Accordingly, each Party agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other Party has an adequate remedy at law. Each Party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other Party's seeking or obtaining such equitable relief.

11. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between the Parties with respect to the subject matter hereof and contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both Parties. No waiver of any provisions hereof by either Party shall be deemed a waiver of any other provisions hereof by such Party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such Party.

12. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given upon the earlier of: (a) when delivered by hand (providing proof of delivery); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 12):

If to SunTx:	SunTx Capital Partners 5420 LBJ Freeway, Suite 1000 Dallas, Texas 75240 Attn: Barrett Bruce Email: [*****]
with a copy (which will not constitute notice) to:	Haynes and Boone, LLP 2801 N. Harwood Street, Suite 2300 Dallas, Texas 75201 Attn: Greg R. Samuel Email: [*****]
If to a Stockholder:	See the address set forth directly across from each Stockholder's name on <u>Schedule I</u> hereto.

13. Miscellaneous.

(a) **Governing Law.** This Agreement, and all legal actions (whether based on contract, tort, or statute) arising out of or relating to, or in connection with this Agreement or the actions of any of the Parties in the negotiation, administration, performance, or enforcement hereof, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

(b) **Submission to Jurisdiction.** Each of the Parties irrevocably agrees that any legal action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party or its successors or assigns shall be brought and determined exclusively in the State of Delaware, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such legal action, in the federal district court for the District of Delaware. Each of the Parties agrees that service of process or other papers in connection with any such legal action in the manner provided for notices in Section 12 or in such other manner as may be permitted by applicable law will be valid and sufficient service thereof. Each of the Parties hereby irrevocably submits with regard to any such legal action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts.

Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any legal action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder: (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 13(b); (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise); and (iii) to the fullest extent permitted by applicable law, any claim that (x) the suit, action, or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action, or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13(C).

(d) **Severability.** If any term or provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) **Counterparts.** 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. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(f) **Interpretation.** The section headings herein are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a section of this Agreement unless otherwise indicated. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." As used herein, the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and does not simply mean "if," and the word

“or” is not exclusive. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder,” and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) **Assignment.** No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that SunTx may assign, in its sole discretion, all or any of its rights, interests, and obligations hereunder to an affiliate of SunTx without the prior written consent of the Stockholders. Subject to the immediately preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. Any assignment contrary to the provisions of this Section 13(g) shall be null and void *ab initio*.

(h) **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SUNTX CAPITAL MANAGEMENT CORP.

By /s/ Ned N. Fleming, III

Name: Ned N. Fleming, III

Title: Director

SUNTX CAPITAL II MANAGEMENT CORP.

By /s/ Ned N. Fleming, III

Name: Ned N. Fleming, III

Title: Director

N. NELSON FLEMING, IV

/s/ N. Nelson Fleming, IV

CHARLES E. OWENS

/s/ Charles E. Owens

FRED J. SMITH, III

/s/ Fred J. Smith, III

BARRETT N. BRUCE

/s/ Barrett N. Bruce

Schedule I

Stockholder	Address	Holdings of Common Stock
N. Nelson Fleming, IV	5420 LBJ Freeway, Suite 950 Dallas, Texas 75240 Attn: Barrett Bruce Email: [*****]	<u>Direct</u> Class A: 24,852 shares (vested) Class A: 16,349 shares (unvested) Class B: 88,735 shares <u>Ned N. Fleming, IV 2013 Trust</u> Class B: 241,008 shares Tar Frog Investment <u>Management, LLC</u> Class A: 9,333 shares Class B: 140,572 shares
Charles E. Owens	10 Chateau Place Dothan, Alabama 36303 Email: [*****]	<u>Direct</u> Class B: 7,069 shares <u>Grace, Ltd.</u> Class A: 102,610 shares Class B: 1,000,000 shares
Fred J. Smith, III	701 Corporate Center Drive, Suite 101 Raleigh, NC 27607 Attn: Jule Smith Email: [*****]	<u>Direct</u> Class A: 66,926 shares (unvested) Class B: 424,388 shares Tar Frog Investment <u>Management, LLC</u> Class A: 9,333 shares Class B: 140,572 shares
Barrett N. Bruce	5420 LBJ Freeway, Suite 950 Dallas, Texas 75240 Attn: Barrett Bruce Email: [*****]	<u>Direct</u> Class B: 38,991 shares SunTx Capital Savings Plan <u>FBO Barrett N. Bruce</u> Class B: 537 shares

ANNEX A

JOINDER AGREEMENT

Reference is made to the Amended and Restated Voting Agreement, dated as of _____, 2025, by and among SunTx Capital Management Corp., SunTx Capital II Management Corp. and the stockholders listed on the signature pages thereto (the “**Agreement**”). All capitalized, but undefined terms used in this joinder agreement (this “**Joinder**”) shall have the meanings assigned to them in the Agreement.

By executing this Joinder, *[Insert Name of New Stockholder]* (the “**New Stockholder**”), hereby agrees that effective upon the execution of this Joinder, it shall be bound by all of the terms and conditions of the Agreement and shall become a party to the Agreement. The execution by the New Stockholder of this Joinder shall constitute its execution of a counterpart signature page to the Agreement.

Upon the execution of this Joinder by all of the parties hereto, the New Stockholder shall be admitted as a party to the Agreement effective as of *[Insert Date]*.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of _____, 202__.

[SIGNATURE BLOCK OF NEW STOCKHOLDER]

Accepted and Agreed by:

SUNTX CAPITAL MANAGEMENT CORP.

By: _____

Name: _____

Title: _____

SUNTX CAPITAL II MANAGEMENT CORP.

By: _____

Name: _____

Title: _____