Summit Materials, Inc.
Form POS AM
June 17, 2016
Table of Contents

As filed with the Securities and Exchange Commission on June 17, 2016.

Registration No. 333-210038

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1

TO

FORM S-1

ON

FORM S-3

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Summit Materials, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware **(State or other jurisdiction of** **incorporation or organization)**	**47-1984212** **(I.R.S. Employer** **Identification No.)**

1550 Wynkoop Street, 3rd Floor

Denver, Colorado 80202

(303) 893-0012

(Address, including zip code, and telephone number, including area code, of Registrant s principal executive offices)

Anne Lee Benedict

Chief Legal Officer

Summit Materials, Inc.

1550 Wynkoop Street, 3rd Floor

Denver, Colorado 80202

(303) 893-0012

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Edgar J. Lewandowski

Edward P. Tolley III

Simpson Thacher & Bartlett LLP

425 Lexington Avenue

New York, New York 10017

(212) 455-2000

Approximate date of commencement of the proposed sale of the securities to the public: **From time to time after the Registration Statement is declared effective.**

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ¨

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. x

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ¨

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ¨

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ¨	Accelerated filer ¨
Non-accelerated filer x (Do not check if a smaller reporting company)	Smaller reporting company ¨

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this

Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

EXPLANATORY NOTE

On March 9, 2016, the registrant filed with the Securities and Exchange Commission (the SEC) a Registration Statement on Form S-1 (File No. 333-210038) (as supplemented, the Form S-1) which was declared effective by the SEC on March 18, 2016. This Post-Effective Amendment No. 1 to Form S-1 on Form S-3 is being filed to convert the Form S-1 into a Registration Statement on Form S-3, and contains an updated prospectus relating to issuance of Class A common stock. All applicable filing fees were paid by the registrant in connection with the Form S-1.

Table of Contents

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to completion, dated June 17, 2016

Preliminary Prospectus

8,436,645 Shares

Summit Materials, Inc.

Class A Common Stock

Summit Materials, Inc., or Summit Inc., may issue from time to time up to 8,436,645 shares of Class A common stock to holders of limited partnership units, or LP Units, of Summit Materials Holdings L.P., or Summit Holdings, its direct subsidiary, upon an exchange of up to an equal number of LP Units. Under the exchange agreement Summit Materials, Inc. entered into with the holders of LP Units on March 11, 2015, holders of LP Units (other than Summit Materials, Inc.) may, from and after March 17, 2016 (subject to the terms of the exchange agreement), exchange their LP Units for shares of Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications.

We are registering the issuance of our Class A common stock to permit holders of LP Units who exchange their LP Units to sell without restriction in the open market or otherwise any of our shares of Class A common stock that they receive upon exchange. However, the registration of our Class A common stock does not necessarily mean that any holders will exchange their LP Units. We will not receive any cash proceeds from the issuance of any of the shares of Class A common stock upon an exchange of LP Units, but we will acquire the LP Units exchanged for shares of Class A common stock that are issued to an exchanging holder.

Our Class A common stock is listed on the New York Stock Exchange, or NYSE, under the symbol SUM. The last reported sale price of our Class A common stock on the NYSE on June 16, 2016 was $20.08 per share.

Investing in shares of our Class A common stock involves risks. See Risk Factors on page 2.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2016.

Table of Contents

TABLE OF CONTENTS

We have not authorized anyone to provide you with information or to make any representations about anything not contained in this prospectus or the documents incorporated by reference in this prospectus. You must not rely on any unauthorized information or representations. We are offering to issue upon exchange only the shares of Class A common stock covered by this prospectus, and only under circumstances and in jurisdictions where it is lawful to do so. The information contained or incorporated by reference in this prospectus is current only as of its date, regardless of the time and delivery of this prospectus or of any sale of the shares.

You should read carefully the entire prospectus, as well as the documents incorporated by reference in the prospectus, before making an investment decision.

Summit Materials, Inc. is a holding company that was incorporated as a Delaware corporation on September 23, 2014, and its sole material asset is a controlling equity interest in Summit Holdings.

In this prospectus, unless otherwise noted or the context otherwise requires:

we, our, us and the Company refer (1) prior to the March 2015 initial public offering (IPO) of the Clas common stock of Summit Materials, Inc. and related transactions, to Summit Materials Holdings L.P. and its consolidated subsidiaries and (2) after our IPO and related transactions, to Summit Materials, Inc. and its consolidated subsidiaries. Pre-IPO owners refers to the Sponsors and the other owners of Summit Holdings immediately prior to the transactions related to the IPO;

Continental Cement refers to Continental Cement Company, L.L.C.;

Blackstone refers to investment funds associated with or designated by The Blackstone Group L.P. and its affiliates;

Table of Contents

Silverhawk refers to investment funds associated with or designated by Silverhawk Summit, L.P.;

Sponsors refers to Blackstone and Silverhawk;

Summit Holdings refers only to Summit Materials Holdings L.P., the direct subsidiary of Summit Materials, Inc.;

Summit Inc. refers only to Summit Materials, Inc., the general partner of Summit Holdings;

Summit Owner Holdco refers to Summit Owner Holdco LLC, a Delaware limited liability company that is owned by certain of our pre-IPO owners and former holders of Class B Units of Continental Cement Company (the Former CCC Minority Holders); and

2015 Follow-On Offering refers to the public offering of 22,425,000 shares of Class A common stock of Summit Materials, Inc. completed on August 11, 2015.

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the SEC, using a shelf registration process. Under the shelf registration process, Summit Inc. may issue from time to time up to 8,436,645 shares of Class A common stock to holders of LP Units upon an exchange of up to an equal number of LP Units.

Table of Contents

SUMMIT MATERIALS

We are one of the fastest growing construction materials companies in the United States, with an 82% increase in revenue between the year ended December 31, 2011 and the year ended January 2, 2016, as compared to an average increase of approximately 38% in revenue reported by our competitors over the same period. Our materials include aggregates, which we supply across the country, with a focus on Texas, Kansas, Utah, Missouri and Kentucky, and cement, which we supply primarily in Missouri, Iowa and along the Mississippi River. Within our markets, we offer customers a single-source provider for construction materials and related downstream products through our vertical integration. In addition to supplying aggregates to customers, we use our materials internally to produce ready-mixed concrete and asphalt paving mix, which may be sold externally or used in our paving and related services businesses. Our vertical integration creates opportunities to increase aggregates volumes, optimize margin at each stage of production and provide customers with efficiency gains, convenience and reliability, which we believe gives us a competitive advantage.

Since our first acquisition more than six years ago, we have rapidly become a major participant in the U.S. construction materials industry. We believe that, by volume, we are a top 10 aggregates supplier, a top 15 cement producer and a major producer of ready-mixed concrete and asphalt paving mix. Our revenue in 2015 was $1.4 billion with net income of $1.5 million. We had 2.6 billion tons of proven and probable aggregates reserves as of April 2, 2016. In the twelve months ended April 2, 2016, we sold 33.2 million tons of aggregates, 1.9 million tons of cement, 3.5 million cubic yards of ready-mixed concrete and 4.3 million tons of asphalt paving mix across our more than 200 sites and plants.

Summit Inc. was incorporated under the laws of the State of Delaware on September 23, 2014. Through our predecessors, we commenced operations in 2009 when Summit Holdings was formed as an exempted limited partnership in the Cayman Islands. In December 2013, Summit Holdings was domesticated as a limited partnership in Delaware. Our principal executive office is located at 1550 Wynkoop Street, 3rd Floor, Denver, Colorado 80202. Our telephone number is (303) 893-0012.

Table of Contents

RISK FACTORS

When exchanging your LP Units for shares of Summit Inc. s Class A common stock you should carefully consider the following risks and each of the risks described in the section entitled Risk Factors in our Annual Report on Form 10-K for the fiscal year ended January 2, 2016, as such factors may be updated from time to time in our periodic filings with the SEC, which are accessible on the SEC s website at *www.sec.gov*, and all of the other information included or incorporated by reference in this prospectus.

Risks Related to Exchange of LP Units for Class A Common Stock

The exchange of LP Units for our Class A common stock is a taxable transaction.

For U.S. federal income tax purposes, the exchange of LP Units for Class A common stock will be a taxable event. A holder of LP Units will recognize a gain or loss on such exchange to the extent that the fair market value of the shares of Class A common stock (plus the relief of its share of any liabilities of Summit Holdings) exceeds or is less than its adjusted basis in the LP Units immediately before the exchange. The recognition of any loss resulting from an exchange of LP Units for shares of our Class A common stock is subject to a number of limitations set forth in the Internal Revenue Code of 1986, as amended (the Code). It is possible that the amount of gain recognized or even the tax liability resulting from the gain could exceed the value of the shares of our Class A common stock received upon the exchange. In addition, the ability of a holder of LP Units to sell a substantial number of shares of our Class A common stock in order to raise cash to pay tax liabilities associated with the exchange of the LP Units may be restricted and, as a result of stock price fluctuations, the price the holder of LP Units receives for the shares of our Class A common stock may not equal the value of the LP Units at the time of the exchange.

An investment in our Class A common stock is different from an investment in LP Units.

If a holder exchanges LP Units for shares of our Class A common stock, the holder will become one of our stockholders rather than a limited partner in Summit Holdings. Although the nature of an investment in our Class A common stock is similar to an investment in LP Units, there are differences, including the following:

- form of organization;
- management control;
- voting and consent rights;
- liquidity; and
- federal income tax considerations.

See Comparison of Ownership of Limited Partnership Units of Summit Holdings and Our Class A Common Stock.

2

Table of Contents

FORWARD-LOOKING STATEMENTS

This prospectus contains or incorporates by reference forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act), that reflect our current views with respect to, among other things, our operations and financial performance. Forward-looking statements include all statements that are not historical facts. In some cases, you can identify these forward-looking statements by the use of words such as outlook, believes, expects, potential, continues, may, should, could, seeks, approximately, predicts, intends, trends, plans, estimates, anticipates or the these words or other comparable words. Such forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. We believe these factors include but are not limited to those described in the section titled Risk Factors in our Annual Report on Form 10-K for the fiscal year ended January 2, 2016, as such factors may be updated from time to time in our periodic filings with the SEC (which documents are incorporated by reference herein), as well as the other information contained or incorporated by reference in this prospectus or in any prospectus supplement hereto. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included or incorporated by reference in this prospectus or in any prospectus supplement hereto. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by law.

Table of Contents

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

The following unaudited pro forma consolidated financial information has been derived by applying pro forma adjustments to our historical financial statements and those of an acquired cement plant and quarry in Davenport, Iowa and seven cement distribution terminals along the Mississippi River (collectively, the Lafarge Target Business or Davenport Assets), incorporated by reference in this prospectus from Exhibit 99.1 to the registration statement of which this prospectus forms a part.

The pro forma adjustments are based on currently available information, accounting judgments and assumptions that we believe are reasonable. The unaudited pro forma consolidated statement of operations is presented for illustrative purposes only and does not purport to represent our results of operations that would actually have occurred had the transactions referred to below been consummated on December 28, 2014 for the unaudited pro forma consolidated statement of operations, or to project our results of operations for any future date or period. The adjustments are described in the notes to the unaudited pro forma consolidated financial information.

The Davenport Assets predecessor results included in the pro forma statements are presented based on their fiscal year, which is based on calendar period ends. Summit Inc. s fiscal year is based on a 52-53 week year. The resulting difference is not considered material to the pro forma consolidated financial statements.

The unaudited pro forma consolidated statement of operations for the year ended January 2, 2016 is presented on a pro forma adjusted basis to give effect to the following items:

- the closing of the Davenport Acquisition (as defined below);
- debt and equity transactions consummated in the year ended January 2, 2016; and
- payment of actual and estimated premiums, fees and expenses in connection with the foregoing.

The Company entered into a supply agreement with Lafarge North America Inc. (Lafarge) concurrent with the closing of the Davenport Acquisition (the Davenport Supply Agreement). The Davenport Supply Agreement provides us with the option to purchase up to a certain quantity of cement from Lafarge at an agreed-upon price. There was no minimum purchase requirement in the supply agreement, which expired on March 31, 2016. Due to the number of estimates required to determine the effect of the supply agreement on our results of operations, the estimated $13.4 million of revenue and $10.9 million of cost of revenue in 2015 prior to the acquisition on July 17, 2015 (the Davenport Acquisition) are not included in the pro forma consolidated financial information below. These estimated revenues and cost of revenues represent estimates we developed based on our understanding of historical volumes and our forecast of future activities, including among other things, volumes, selling prices and freight costs. While we believe that our assumptions are reasonable, important factors could affect our results and could cause these amounts to differ materially, including without limitation variances in capacity and demand from period to period.

The unaudited pro forma consolidated financial information should be read in conjunction with the information contained in Selected Historical Consolidated Financial Data and the consolidated financial statements for Summit Inc. and the Davenport Assets each incorporated by reference in this prospectus.

4

Table of Contents

Summit Materials, Inc. and Subsidiaries

Unaudited Pro Forma Consolidated Statement of Operations

Year Ended January 2, 2016

(Amounts in thousands, except share and per share amounts)

	Summit Materials, Inc.	Pre-acquisition results of Davenport Acquisition (a)	Pro Forma Davenport Adjustments	Pro Forma Adjustments for Debt and Equity Transactions Consummated in the year ended January 2, 2016	Pro Forma Total
Revenue	$ 1,432,297	$ 42,761	$ 7,577(c)	$	$ 1,482,635
Cost of revenue	990,645	29,356	5,511		1,025,512
General and administrative expenses	177,769	6,615	281		184,665
Depreciation, depletion, amortization and accretion	119,723	3,632	7,467(d)		130,822
Transaction costs	9,519				9,519
Operating income	134,641	3,158	(5,682)		132,117
Other income, net	(2,425)				(2,425)
Loss on debt financings	71,631				71,631
Interest expense	84,629			(2,533)(e)	82,096
(Loss) income from continuing operations before taxes	(19,194)	3,158	(5,682)	2,533	(19,185)
Income tax (benefit) expense	(18,263)	1,073		963(f)	(16,227)
(Loss) income from continuing operations	(931)	2,085	(5,682)	1,570	(2,958)
Income from discontinued operations	(2,415)				(2,415)
Net income (loss)	1,484	2,085	(5,682)	1,570	(543)
	(1,826)				(1,826)

Net loss attributable to noncontrolling interests					
Net (loss) income attributable to Summit Holdings	(24,408)	1,048(b)	(2,856)(b)	789(b)	(25,427)
Net income (loss) attributable to Summit Materials, Inc.	$ 27,718	$ 1,037	$ (2,826)	$ 781	$ 26,710
Net income per share of Class A common stock					
Basic	$ 0.73	$ 0.03	$ (0.07)	$ 0.02	$ 0.71
Diluted	$ 0.52	$ 0.01	$ (0.03)	$ 0.01	$ 0.51
Weighted average shares of Class A common stock					
Basic	38,231,689				
Diluted	88,336,574				

See accompanying notes to unaudited pro forma consolidated statement of operations for the year ended January 2, 2016.

(a) The pre-acquisition results of the Davenport Acquisition reflect the results of the Davenport Assets for the six months ended June 30, 2015 incorporated by reference in this prospectus.

(b) Represents adjustment to record the approximately 50.3%, or 50,275,825 of 100,022,807 total LP Units, of noncontrolling interests that partners of Summit Holdings (other than Summit Inc.) own in Summit Holdings as of January 2, 2016. This is calculated as the pro forma net income multiplied by approximately 50.3%.

(c) Represents the $7.6 million of revenue and $5.5 million cost of revenue for the Davenport Assets for the period between July 1, 2015 to the acquisition date of July 17, 2015.

(d) Represents the estimated incremental depreciation expense of approximately $1.1 million per month related to the step-up in value of the Davenport Assets recognized through purchase accounting during the period between December 28, 2014 and July 17, 2015 (approximately seven months of incremental depreciation expense). As the purchase price allocation has not been finalized due to the recent timing of the acquisition, actual values may differ from estimates made.

Table of Contents

(e) Represents the adjustment to interest expense from the debt transactions consummated in the year ended January 2, 2016, as follows:

($ in millions)	
Estimated interest expense after consummation of the above mentioned debt transactions (1)	$ 20.4
Elimination of historical interest expense (2)	(24.7)
Estimated incremental interest expense related to the amortization of new deferred financing fees and discount (3)	1.8
	$ (2.5)

(1) This adjustment is to reflect the estimated interest expense from the term loan facility of $650.0 million (interest rate of 4.25%), the existing notes of $350.0 million (interest rate of 6.125%) and the incremental interest expense on $300.0 million of 6.125% existing notes as compared to $153.8 million of 10.5% 2020 notes redeemed.

(2) Historical interest expense includes expense related to the historical $414.6 million term loans at approximately 5.1% interest ($5.3 million) and $625.0 million of 2020 notes at 10.5% interest ($19.4 million).

(3) The incremental amortization expense related to deferred financing fees and original issuance discount (premium) was calculated as follows:

($ in millions)	
Estimated amortization of deferred financing fees after consummation of the debt transactions	$ 1.9
Elimination of historical amortization of deferred financing fees	(0.8)
Estimated amortization of original issuance discount (premium)	0.1
Elimination of historical amortization of original issuance discount (premium)	0.6
	$ 1.8

(f) The income tax expense adjustment relates to the income tax expense related to the reduction in interest expense and write-off of the net premium on the redeemed indebtedness.

Table of Contents

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of any shares of our Class A common stock pursuant to this prospectus, although we will acquire the LP Units exchanged for shares of Class A common stock that are issued to an exchanging holder.

Table of Contents

EXCHANGE OF SUMMIT MATERIALS HOLDINGS L.P. LIMITED PARTNERSHIP UNITS

Subject to the terms of the exchange agreement we entered into with the holders of LP Units on March 11, 2015, holders of LP Units (and certain permitted transferees thereof) may, from and after March 17, 2016 (subject to the terms of the exchange agreement), exchange their LP Units for shares of Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. Notwithstanding the foregoing, Blackstone is generally permitted to exchange LP Units at any time. The registration statement of which this prospectus forms a part does not register the issuance of Class A common stock that may be issued to Blackstone upon exchange of LP Units. The exchange agreement provides that exchanges must be for a minimum of the lesser of 1,000 LP Units or all of the vested LP Units held by such LP Unit holder. Furthermore, no holder of LP Units will be entitled to exchange such LP Units for shares of Class A common stock if Summit Inc. determines that such exchange would be prohibited by law or regulation or would violate other agreements with Summit Inc. or its subsidiaries to which such holder may be subject. Summit Inc. may impose additional restrictions on exchange that it determines to be necessary or advisable so that Summit Holdings is not treated as a publicly traded partnership for U.S. federal income tax purposes. For so long as affiliates of Blackstone collectively own at least 5% of the outstanding LP Units (excluding LP Units held by Summit Inc.), the consent of each Blackstone holder will be required to amend the exchange agreement.

Subject to the more detailed requirements set forth in the exchange agreement, in order to exercise the exchange rights, a LP Unit holder must provide a written election of exchange to Summit Inc. and to Summit Holdings that such holder desires to exchange a stated number of LP Units for an equal number of shares of Class A common stock. This written election of exchange and any certificates must be executed by such LP Unit holder or such holder s authorized representative, and be delivered to the principal executive offices of Summit Inc. and Summit Holdings during normal business hours. Summit Holdings will deliver or cause to be delivered at the offices of the then-acting registrar and transfer agent of the Class A common stock, or if there is no then-acting registrar and transfer agent of the Class A common stock, at the principal executive offices of Summit Inc., the number of shares of Class A common stock deliverable upon the exchange, registered in the name of the relevant exchanging holder. To the extent the Class A common stock is settled through the facilities of The Depository Trust Company, and the exchanging LP Unit holder is permitted to hold shares of Class A common stock through The Depository Trust Company, Summit Holdings will use its reasonable best efforts to deliver or cause to be delivered the shares of Class A common stock to the account of the participant of The Depository Trust Company designated by such LP Unit holder.

Summit Holdings and each exchanging LP Unit holder will bear its own expenses in connection with the consummation of any exchange, whether or not any such exchange is ultimately consummated, except that Summit Holdings will bear any transfer taxes, stamp taxes, or duties, or other similar taxes in connection with, or arising by reason of, any exchange; *provided, however*, that if any shares of Class A common stock are to be delivered in a name other than that of the LP Unit holder that requested the exchange, then such LP Unit holder and/or person in whose name such shares are to be delivered will pay Summit Holdings the amount of any transfer taxes, stamp taxes, or duties, or other similar taxes in connection with, or arising by reason of, the exchange or will establish to the reasonable satisfaction of Summit Holdings that such tax has been paid or is not payable.

Our organizational structure allows the holders of LP Units, who are generally the persons who owned our business prior to our IPO, to retain their equity ownership of Summit Holdings, an entity that is classified as a partnership for U.S. federal income tax purposes, in the form of LP Units. Holders of the Class A common stock, by contrast, hold their equity ownership through Summit Inc., a Delaware corporation that is a domestic corporation for U.S. federal income tax purposes. We believe the holders of LP Units generally find it advantageous to hold their equity interests in an entity that is not taxable as a corporation for U.S. federal income tax purposes. As part of the arrangements with the owners of our business that permitted us to establish our organizational structure and to effect our IPO, we entered

into the exchange agreement described above with the holders of the LP Units to permit them to exchange their LP Units, for which there is no public trading market, for shares of the Class A common stock, which are publicly traded.

As of June 17, 2016, Summit Inc. held 62,930,986 LP Units, or 62.9% of the total LP Units outstanding. If holders of LP Units elect to exchange LP Units for shares of Class A common stock of Summit Inc., the number of LP Units held by Summit Inc. will increase by a

Table of Contents

number that is equal to the number of LP Units so exchanged. If all of the holders of LP Units were to elect to exchange all of their LP Units for shares of Class A common stock of Summit Inc., Summit Inc. would hold 100% of the outstanding LP Units.

As of April 5, 2016, investment funds associated with Blackstone ceased to own a majority of the voting power of shares eligible to vote in the election of our directors. Accordingly, we have ceased to be a controlled company within the meaning of the corporate governance standards of the NYSE and, subject to certain transition periods permitted by NYSE rules, we no longer rely on exemptions from corporate governance requirements that are available to controlled companies.

Table of Contents

DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of, and is qualified in its entirety by, our amended and restated certificate of incorporation and amended and restated bylaws, each as in effect as of the date of this prospectus, copies of which are filed as exhibits to the registration statement of which this prospectus forms a part. Under Description of Capital Stock, we, us, our and our company refer to Summit Inc. and not to any of its subsidiaries.

Our purpose is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (DGCL). Our authorized capital stock consists of 1,000,000,000 shares of Class A common stock, par value $0.01 per share, 250,000,000 shares of Class B common stock, par value $0.01 per share and 250,000,000 shares of preferred stock, par value $0.01 per share. Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

Common Stock

Class A Common Stock

Holders of shares of our Class A common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election or removal of directors elected by our stockholders generally. The holders of our Class A common stock do not have cumulative voting rights in the election of directors.

Holders of shares of our Class A common stock are entitled to receive dividends when, as and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.

Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of shares of our Class A common stock are entitled to receive pro rata our remaining assets available for distribution.

The Class A common stock is not subject to further calls or assessments by us. Holders of shares of our Class A common stock do not have preemptive, subscription, redemption or conversion rights. There are no redemption or sinking fund provisions applicable to the Class A common stock. The rights, powers, preferences and privileges of our Class A common stock are subject to those of the holders of any shares of our preferred stock or any other series or class of stock we may authorize and issue in the future.

Class B Common Stock

The Class B common stock entitles (x) Summit Owner Holdco, without regard to the number of shares of Class B common stock held by it, to a number of votes that is equal to the aggregate number of LP Units held by all limited partners of Summit Holdings (excluding Summit Inc.) as of the completion of the IPO (the IPO Date) and their respective successors and assigns on or after the IPO Date (the Initial LP Units) less the aggregate number of such Initial LP Units that, after the IPO Date, have been transferred to Summit Inc. in accordance with the exchange agreement, are forfeited in accordance with agreements governing unvested Initial LP Units or are held by a holder other than Summit Owner Holdco together with a share of Class B common stock (or fraction thereof) and (y) each other holder of Class B common stock, without regard to the number of shares of Class B common stock held by such other holder, to a number of votes that is equal to the number of LP Units held by such holder. If at any time the ratio

at which LP Units are exchangeable for shares of our Class A common stock changes from one-for-one as described under Exchange of Summit Materials Holdings L.P. Limited Partnership Units for example, as a result of a conversion rate adjustment for stock splits, stock dividends or reclassifications, the number of votes to which Class B common stockholders are entitled will be adjusted accordingly. The holders of our Class B common stock do not have cumulative voting rights in the election of directors.

Table of Contents

Holders of shares of our Class B common stock vote together with holders of our Class A common stock as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law.

Holders of our Class B common stock do not have any right to receive dividends or to receive a distribution upon a liquidation, dissolution or winding up of Summit Inc.

Any holder of Class B common stock other than Summit Owner Holdco that does not also hold LP Units is required to surrender any such shares of Class B common stock (including fractions thereof) to Summit Inc.

Preferred Stock

As of the date of this prospectus, we had no shares of preferred stock issued or outstanding. Our amended and restated certificate of incorporation authorizes our board of directors to establish one or more series of preferred stock (including convertible preferred stock). Unless required by law or any stock exchange, the authorized shares of preferred stock will be available for issuance without further action by the holders of our Class A or Class B common stock. Our board of directors is able to determine, with respect to any series of preferred stock, the powers (including voting powers), preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, including, without limitation:

- the designation of the series;
- the number of shares of the series, which our board of directors may, except where otherwise provided in the preferred stock designation, increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares then outstanding);
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates as of which dividends, if any, will be payable;
- the redemption or repurchase rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of our affairs;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of us or any other entity, and, if so, the specification of the other class or series or other

security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;

restrictions on the issuance of shares of the same series or of any other class or series; and

the voting rights, if any, of the holders of the series.

We could issue a series of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of the holders of our common stock might believe to be in their best interests or in which the holders of our common stock might receive a premium over the market price of the shares of our common stock. Additionally, the issuance of preferred stock may adversely affect the rights of holders of our common stock by restricting dividends on the common stock, diluting the voting power of the common stock or subordinating the liquidation rights of the common stock. As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of our Class A common stock.

Table of Contents

Dividends

The DGCL permits a corporation to declare and pay dividends out of surplus or, if there is no surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. Surplus is defined as the excess of the net assets of the corporation over the amount determined to be the capital of the corporation by its board of directors. The capital of the corporation is typically calculated to be (and cannot be less than) the aggregate par value of all issued shares of capital stock. Net assets equals the fair value of the total assets minus total liabilities. The DGCL also provides that dividends may not be paid out of net profits if, after the payment of the dividend, remaining capital would be less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets. Declaration and payment of any dividend are subject to the discretion of our board of directors.

We have no current plans to pay cash dividends on our Class A common stock. Any decision to declare and pay dividends in the future will be made at the sole discretion of our board of directors and will depend on, among other things, our results of operations, cash requirements, financial condition, contractual restrictions and other factors that our board of directors may deem relevant. Because we are a holding company and have no direct operations, we will only be able to pay dividends from funds we receive from our subsidiaries. In addition, our ability to pay dividends will be limited by covenants in agreements governing our existing indebtedness and may be limited by the agreements governing other indebtedness we or our subsidiaries incur in the future.

Annual Stockholder Meetings

Our amended and restated bylaws provide that annual stockholder meetings will be held at a date, time and place, if any, as selected by our board of directors. To the extent permitted under applicable law, we may conduct meetings by remote communications, including by webcast. Upon expiration of the term of a class of directors, directors for that class will be elected for three-year terms at the annual meeting of stockholders in the year in which that term expires.

Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and Certain Provisions of Delaware Law

Our amended and restated certificate of incorporation, amended and restated bylaws and the DGCL contain provisions, which are summarized in the following paragraphs, that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors. These provisions are intended to avoid costly takeover battles, reduce our vulnerability to a hostile or abusive change of control and enhance the ability of our board of directors to maximize stockholder value in connection with any unsolicited offer to acquire us. However, these provisions may have an anti-takeover effect and may delay, deter or prevent a merger or acquisition of the Company by means of a tender offer, a proxy contest or other takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the prevailing market price for the shares of common stock held by stockholders.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of shares that are authorized and available for issuance. However, the listing requirements of the NYSE, which would apply so long as our Class A common stock remains listed on the NYSE, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power of our capital stock or then outstanding number of shares of Class A common stock. These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

12

Table of Contents

Our board of directors may generally issue shares of one or more series of preferred stock on terms calculated to discourage, delay or prevent a change of control of the company or the removal of our management. Moreover, our authorized but unissued shares of preferred stock will be available for future issuances in one or more series without stockholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, to facilitate acquisitions and employee benefit plans.

One of the effects of the existence of authorized and unissued and unreserved Class A common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive our stockholders of opportunities to sell their shares of Class A common stock at prices higher than prevailing market prices.

Classified Board of Directors

Our amended and restated certificate of incorporation provides that our board of directors is divided into three classes of directors, with the classes to be as nearly equal in number as possible, and with the directors serving three-year terms. As a result, approximately one-third of our board of directors will be elected each year. The classification of directors has the effect of making it more difficult for stockholders to change the composition of our board of directors. Our amended and restated certificate of incorporation and amended and restated bylaws provide that, subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, the number of directors will be fixed from time to time exclusively pursuant to a resolution adopted by the board of directors with a maximum of 15 directors.

Business Combinations

We have opted out of Section 203 of the DGCL; however, our amended and restated certificate of incorporation contains similar provisions providing that we may not engage in certain business combinations with any interested stockholder for a three-year period following the time that the stockholder became an interested stockholder, unless:

- prior to such time, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder ;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to that time, the business combination is approved by our board of directors and by the affirmative vote of holders of at least 66 ⅔% of our outstanding voting stock that is not owned by the interested stockholder.

Generally, a business combination includes a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an interested stockholder is a person who, together with that person s affiliates and associates, owns, or within the previous three years owned, 15% or more of our outstanding voting stock. For purposes of this section only, voting stock has the meaning given to it in Section 203 of

the DGCL.

Under certain circumstances, this provision makes it more difficult for a person who would be an interested stockholder to effect various business combinations with us for a three-year period. This provision may encourage companies interested in acquiring us to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction which results in the stockholder becoming an interested stockholder. These provisions also may have the effect of preventing changes in our board of directors and may make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests.

Table of Contents

Our amended and restated certificate of incorporation provides that Blackstone and its affiliates, and any of their respective direct or indirect transferees and any group as to which such persons are a party, do not constitute interested stockholders for purposes of this provision.

Removal of Directors; Vacancies and Newly Created Directorships

Under the DGCL, unless otherwise provided in our amended and restated certificate of incorporation, directors serving on a classified board may be removed by the stockholders only for cause. Our amended and restated certificate of incorporation provides that directors may be removed with or without cause upon the affirmative vote of a majority in voting power of all outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class; provided, however, at any time when Blackstone and its affiliates beneficially own in the aggregate, less than 30% of the voting power of all outstanding shares of our stock entitled to vote generally in the election of directors, directors may only be removed for cause, and only upon the affirmative vote of holders of at least 66 ⅔% of the voting power of all the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class. In addition, our amended and restated certificate of incorporation also provides that, subject to the rights granted to one or more series of preferred stock then outstanding or the rights granted under the stockholders agreement with Blackstone, any vacancies on our board of directors, and any newly created directorships, will be filled only by the affirmative vote of a majority of the directors then in office, even if less than a quorum, by a sole remaining director or by the stockholders; provided, however, at any time when Blackstone and its affiliates beneficially own, in the aggregate, less than 30% of voting power of the stock of the Company entitled to vote generally in the election of directors, any newly-created directorship on the board of directors that results from an increase in the number of directors and any vacancy occurring in the board of directors may only be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director (and not by the stockholders).

No Cumulative Voting

Under Delaware law, the right to vote cumulatively does not exist unless the certificate of incorporation specifically authorizes cumulative voting. Our amended and restated certificate of incorporation does not authorize cumulative voting. Therefore, stockholders holding a majority in voting power of the shares of our stock entitled to vote generally in the election of directors will be able to elect all our directors.

Special Stockholder Meetings

Our amended and restated certificate of incorporation provides that special meetings of our stockholders may be called at any time only by or at the direction of the board of directors or the chairman of the board of directors; provided, however, at any time when Blackstone and its affiliates beneficially own, in the aggregate, at least 30% in voting power of the stock entitled to vote generally in the election of directors, special meetings of our stockholders shall also be called by the board of directors or the chairman of the board of directors at the request of Blackstone and its affiliates. Our amended and restated bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deterring, delaying or discouraging hostile takeovers, or changes in control or management of the Company.

Director Nominations and Stockholder Proposals

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. In order for any matter to be properly brought before a meeting, a

stockholder will have to comply with advance notice requirements and provide us with certain information. Generally, to be timely, a stockholder s notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the immediately preceding annual meeting of stockholders. Our amended and restated bylaws also specify requirements as to the form and content of a stockholder s notice. These provisions will not apply to Blackstone and its affiliates so long as the stockholders agreement remains in effect. Our amended and restated bylaws allow the chairman of the meeting at a meeting of the stockholders to adopt rules and regulations for

Table of Contents

the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer s own slate of directors or otherwise attempting to influence or obtain control of the Company.

Stockholder Action by Written Consent

Pursuant to Section 228 of the DGCL, any action required to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is or are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless our amended and restated certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation precludes stockholder action by written consent at any time when Blackstone and its affiliates own, in the aggregate, less than 30% in voting power of our stock entitled to vote generally in the election of directors.

Supermajority Provisions

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the board of directors is expressly authorized to make, alter, amend, change, add to, rescind or repeal, in whole or in part, our bylaws without a stockholder vote in any matter not inconsistent with the laws of the State of Delaware or our amended and restated certificate of incorporation. For as long as Blackstone and its affiliates beneficially own, in the aggregate, at least 30% in voting power of our stock entitled to vote generally in the election of directors, any amendment, alteration, change, addition or repeal of our bylaws by our stockholders requires the affirmative vote of a majority in voting power of the outstanding shares of our stock present in person or represented by proxy at the meeting and entitled to vote on such amendment, alteration, rescission or repeal. At any time when Blackstone and its affiliates beneficially own, in the aggregate, less than 30% in voting power of our stock entitled to vote generally in the election of directors, any amendment, alteration, rescission or repeal of our bylaws by our stockholders requires the affirmative vote of the holders of at least 66 ⅔% in voting power of all the then outstanding shares of stock entitled to vote thereon, voting together as a single class.

The DGCL provides generally that the affirmative vote of a majority of the outstanding shares entitled to vote thereon, voting together as a single class, is required to amend a corporation s certificate of incorporation, unless the certificate of incorporation requires a greater percentage.

Our amended and restated certificate of incorporation provides that at any time when Blackstone and its affiliates beneficially own, in the aggregate, less than 30% in voting power of our stock entitled to vote generally in the election of directors, the following provisions in our amended and restated certificate of incorporation may be amended, altered, repealed or rescinded only by the affirmative vote of the holders of at least 66 ⅔% in voting power of all the then outstanding shares of our stock entitled to vote thereon, voting together as a single class:

- the provision requiring a 66 ⅔% supermajority vote for stockholders to amend our amended and restated bylaws;

- the provisions providing for a classified board of directors (the election and term of our directors);

the provisions regarding resignation and removal of directors;

the provisions regarding competition and corporate opportunities;

the provisions regarding entering into business combinations with interested stockholders;

the provisions regarding stockholder action by written consent;

the provisions regarding calling special meetings of stockholders;

Table of Contents

the provisions regarding filling vacancies on our board of directors and newly-created directorships;

the provisions eliminating monetary damages for breaches of fiduciary duty by a director; and

the amendment provision requiring that the above provisions be amended only with a 66 ⅔% supermajority vote.

The combination of the classification of our board of directors, the lack of cumulative voting and the supermajority voting requirements will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Because our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management.

These provisions may have the effect of deterring hostile takeovers or delaying or preventing changes in control of us or our management, such as a merger, reorganization or tender offer. These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of our company. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions are also intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, they also may inhibit fluctuations in the market price of our shares that could result from actual or rumored takeover attempts. Such provisions may also have the effect of preventing changes in management.

Dissenters Rights of Appraisal and Payment

Under the DGCL, with certain exceptions, our stockholders will have appraisal rights in connection with a merger or consolidation of our company. Pursuant to the DGCL, stockholders who properly request and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares as determined by the Delaware Court of Chancery.

Stockholders Derivative Actions

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such stockholder s stock thereafter devolved by operation of law.

Exclusive Forum

Our amended and restated certificate of incorporation provides that unless we consent to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for any (i) derivative action or proceeding brought on behalf of our company, (ii) action asserting a claim of breach of a fiduciary duty owed by any director, officer or employee of our company to our company or our company s stockholders, (iii) action asserting a claim against our company or any director or officer of our company arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or our amended and restated bylaws, or (iv) action asserting a claim against our company governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of our company shall be deemed to have notice of and consented to the forum provisions in our amended and restated certificate of

incorporation. However, it is possible that a court could find our forum selection provision to be inapplicable or unenforceable.

Conflicts of Interest

Delaware law permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors or stockholders. Our amended and

Table of Contents

restated certificate of incorporation, to the maximum extent permitted from time to time by Delaware law, renounces any interest or expectancy that we have in, or right to be offered an opportunity to participate in, specified business opportunities that are from time to time presented to our officers, directors or stockholders or their respective affiliates, other than those officers, directors, stockholders or affiliates who are our or our subsidiaries employees. Our amended and restated certificate of incorporation provides that, to the fullest extent permitted by law, none of Blackstone, Silverhawk or any of their respective affiliates or any director who is not employed by us (including any non-employee director who serves as one of our officers in both his director and officer capacities) or his or her affiliates will have any duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which we or our affiliates now engage or propose to engage or (ii) otherwise competing with us or our affiliates. In addition, to the fullest extent permitted by law, in the event that Blackstone, Silverhawk or any non-employee director acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself or himself or its or his affiliates or for us or our affiliates, such person will have no duty to communicate or offer such transaction or business opportunity to us or any of our affiliates and they may take any such opportunity for themselves or offer it to another person or entity. Our amended and restated certificate of incorporation does not renounce our interest in any business opportunity that is expressly offered to a non-employee director solely in his or her capacity as a director or officer of the Company. To the fullest extent permitted by law, no business opportunity will be deemed to be a potential corporate opportunity for us unless we would be permitted to undertake the opportunity under our amended and restated certificate of incorporation, we have sufficient financial resources to undertake the opportunity and the opportunity would be in line with our business.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors fiduciary duties, subject to certain exceptions. Our amended and restated certificate of incorporation includes a provision that eliminates the personal liability of directors for monetary damages to the corporation or its stockholders for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of these provisions is to eliminate the rights of us and our stockholders, through stockholders derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior. However, exculpation does not apply to any breaches of the director s duty of loyalty, any acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law, any authorization of dividends or stock redemptions or repurchases paid or made in violation of the DGCL, or for any transaction from which the director derived an improper personal benefit.

Our amended and restated bylaws generally provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL. We also are expressly authorized to carry directors and officers liability insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability, indemnification and advancement provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought.

Indemnification Agreements

We have entered into indemnification agreements with each of our directors and executive officers as described in Certain Relationships and Related Person Transactions Indemnification Agreements in our definitive proxy statement on Schedule 14A filed with the SEC on April 12, 2016, which is incorporated by reference herein. Insofar as

Table of Contents

indemnification for liabilities arising under the Securities Act may be permitted to directors or executive officers, we have been informed that in the opinion of the SEC such indemnification is against public policy and is therefore unenforceable.

Transfer Agent and Registrar

The transfer agent and registrar for shares of our Class A common stock is Broadridge Corporate Issuer Solutions, Inc.

Listing

Our Class A common stock is listed on the NYSE under the symbol SUM.

Table of Contents

SUMMIT MATERIALS HOLDINGS L.P. FOURTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

Summit Inc. holds LP Units in Summit Holdings and is the sole general partner of Summit Holdings. Accordingly, Summit Inc. operates and controls all of the business and affairs of Summit Holdings and, through Summit Holdings and its operating entity subsidiaries, conducts our business.

Pursuant to the limited partnership agreement of Summit Holdings, Summit Inc. has the right to determine when distributions will be made to holders of LP Units and the amount of any such distributions. If a distribution is authorized, such distribution will be made to the holders of LP Units pro rata in accordance with the percentages of their respective limited partnership interests.

No distributions will be made in respect of unvested LP Units and instead such amounts will be distributed to holders of vested LP Units pro rata in accordance with their vested interests. If, from time to time, an unvested LP Unit becomes vested, then, on the next distribution date, all amounts that would have been distributed pro rata in respect of that LP Unit if it had been vested on prior distribution dates will be required to be caught up in respect of that LP Unit before any distribution is made in respect of other vested LP Units.

The holders of LP Units, including Summit Inc., incur U.S. federal, state and local income taxes on their share of any taxable income of Summit Holdings. The limited partnership agreement of Summit Holdings provides for pro rata cash distributions, which we refer to as tax distributions, to the holders of the LP Units in an amount generally calculated to provide each holder of LP Units with sufficient cash to cover its tax liability in respect of the LP Units. These tax distributions are generally only paid to the extent that other distributions made by Summit Holdings were otherwise insufficient to cover the estimated tax liabilities of all holders of LP Units. In general, these tax distributions are computed based on our estimate of the net taxable income of Summit Holdings allocated to each holder of LP Units multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate applicable to an individual or corporate resident in New York, New York (or a corporate resident in certain circumstances).

The limited partnership agreement of Summit Holdings also provides that substantially all expenses incurred by or attributable to Summit Inc., excluding its obligations incurred under the tax receivable agreement, income tax expenses and payments on any indebtedness incurred by Summit Inc., will be borne by Summit Holdings.

The limited partnership agreement of Summit Holdings also provides that affiliates of Blackstone may transfer all or any portion of their LP Units or other interest in Summit Holdings without the prior consent of Summit Inc. as the general partner, subject to compliance with certain conditions, including that Summit Holdings not become a publicly traded partnership. Subject to certain limited exceptions, including transfers effected pursuant to the exchange agreement, limited partners other than affiliates of Blackstone, may not transfer any portion of its LP Units or other interest in Summit Holdings without the prior consent of Summit Inc. as the general partner.

Summit Inc. as the general partner may (i) at any time, require all holders of LP Units, other than affiliates of Blackstone, to exchange their units for shares of our common stock or (ii) with the consent of partners in Summit Holdings whose vested interests exceed 66 ⅔% of the aggregate vested interests in Summit Holdings, require all holders of interests in Summit Holdings to transfer their interests, provided that the prior written consent of each holder that is an affiliate of Blackstone affected by any such proposed transfer will be required. These provisions are designed to ensure that the general partner can, in the context of a sale of the company, sell Summit Holdings as a wholly-owned entity subject to the approval of the holders thereof, including specific approval by any Blackstone affiliates then holding such units. For so long as affiliates of Blackstone collectively own at least 5% of the

outstanding LP Units, the consent of each Blackstone holder will be required to amend the limited partnership agreement.

Table of Contents

COMPARISON OF OWNERSHIP OF LIMITED PARTNERSHIP UNITS OF SUMMIT HOLDINGS AND OUR CLASS A COMMON STOCK

The information below highlights a number of the significant differences between the rights and privileges associated with ownership of the Summit Holdings LP Units and Summit Inc. Class A common stock. This discussion is intended to assist holders of the LP Units in understanding how their investment will change if their LP Units are exchanged for shares of Class A common stock. The following information is summary in nature, is not intended to describe all the differences between the LP Units and the Class A common stock and is qualified by reference to our certificate of incorporation and bylaws and to the limited partnership agreement of Summit Holdings, as amended, copies of which have been filed as exhibits to the registration statement of which this prospectus forms a part. See Incorporation by Reference and Where You Can Find More Information.

Summit Inc.	Summit Holdings
Form of Organization, Purpose and Assets	
Summit Inc. is a Delaware corporation governed by the DGCL. Summit Inc. was founded for the purpose of engaging in any lawful act or activity for which corporations may be organized under the DGCL. Summit Inc. s sole material asset is a controlling equity interest in Summit Holdings. As the general partner of Summit Holdings, Summit Inc. operates and controls all of the business and affairs of Summit Holdings and, through Summit Holdings and its operating subsidiaries, conducts our business.	Summit Holdings is a Delaware limited partnership governed by the Delaware Revised Uniform Limited Partnership Act (DRULPA). Summit Holdings was formed for the object and purpose of, and the nature of the business to be conducted by Summit Holdings is, engaging in any lawful act or activity for which limited partnerships may be formed under the DRULPA.
Authorized Share Capital	
The total number of shares of all classes of stock Summit Inc. is authorized to issue is 1,500,000,000 shares, consisting of (i) 1,000,000,000 shares of Class A common stock, par value $0.01 per share, (ii) 250,000,000 shares of Class B common stock, par value $0.01 per share, and (iii) 250,000,000 shares of preferred stock, par value $0.01 per share. The number of authorized shares of any class may be increased or decreased (but not below the number of shares of a particular class then outstanding) by an affirmative vote of the holders of a majority of the shares entitled to vote thereon.	Summit Inc., the general partner, may issue additional LP Units, of any existing or newly established class, or other partnership interests in Summit Holdings.
As of June 17, 2016, 62,930,986 shares of Class A common stock and 69,007,297 shares of Class B common stock were issued and outstanding and no shares of preferred stock were issued and outstanding.	As of June 17, 2016, 100,029,057 LP Units were issued and outstanding, of which 62,930,986 were held by Summit Inc.

Voting Rights

Holders of Class A common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally.	The business, property and affairs of Summit Holdings is managed under the sole, absolute and exclusive direction of Summit Inc. as general partner.
The Class B common stock entitles (x) Summit Owner Holdco, without regard to the number of shares of	No partner, other than the general partner, in its capacity as such, has the right to participate in or have

Table of Contents

Summit Inc.	Summit Holdings
Class B common stock held by it, to a number of votes that is equal to the aggregate number of Initial LP Units less the aggregate number of such Initial LP Units that, after the IPO Date, have been transferred to Summit Inc. in accordance with the exchange agreement, are forfeited in accordance with agreements governing unvested Initial LP Units or are held by a holder other than Summit Owner Holdco together with a share of Class B common stock (or fraction thereof) and (y) any other future holder of Class B common stock, without regard to the number of shares of Class B common stock held by such other holder, to a number of votes that is equal to the number of LP Units held by such holder. Class A stockholders and Class B stockholders vote together as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law.	any control over the business of Summit Holdings.
Under Summit Inc. s bylaws and the DGCL, unless otherwise required by law, the certificate of incorporation or the rules of any stock exchange upon which Summit Inc. s securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of Summit Inc. entitled to vote thereat, present in person or represented by proxy, constitutes a quorum for the transaction of business at all meetings of stockholders. When a quorum is present or represented at any such meeting, the vote of the holders of a majority of the voting power of shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to Summit Inc., of any regulation applicable to Summit Inc. or its securities, of the certificate of incorporation or bylaws of Summit Inc., a different vote is required, in which case such express provision shall govern and control the decision of such question.	
Dividend Rights/Distributions	
Holders of shares of Class A common stock are entitled to receive dividends when, as and if declared by Summit Inc. s board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.	Pursuant to the limited partnership agreement of Summit Holdings, Summit Inc. as general partner has the right to determine when distributions will be made to partners of Summit Holdings and the amount of any such distributions. If a distribution is authorized, such distribution will be made to the partners of Summit Holdings pro rata in accordance with their respective ownership interest in Summit Holdings (with unvested

LP Units not included in such calculation of ownership interest).

Table of Contents

Summit Inc.	Summit Holdings
	No distributions will be made in respect of unvested LP Units and instead such amounts will be distributed to holders of vested LP Units pro rata in accordance with their vested interests. If, from time to time, an unvested LP Unit becomes vested, then, on the next distribution date, all amounts that would have been distributed pro rata in respect of that LP Unit if it had been vested on prior distribution dates will be required to be caught up in respect of that LP Unit before any distribution is made in respect of other vested LP Units.
	The holders of LP Units, including Summit Inc., incur U.S. federal, state and local income taxes on their share of any taxable income of Summit Holdings. The limited partnership agreement of Summit Holdings provides for pro rata cash distributions, which are referred to as tax distributions, to the holders of the LP Units in an amount generally calculated to provide each holder of LP Units with sufficient cash to cover its tax liability in respect of the LP Units. These tax distributions are generally only paid to the extent that other distributions made by Summit Holdings were otherwise insufficient to cover the estimated tax liabilities of all holders of LP Units. In general, these tax distributions are computed based on an estimate of the net taxable income of Summit Holdings allocated to each holder of LP Units multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate applicable to an individual or corporate resident in New York, New York (or a corporate resident in certain circumstances).
Liquidity	
With the exception of Class A common stock held by our affiliates, the Class A common stock is freely transferable.	Except as otherwise agreed to in writing between the general partner and the applicable limited partner, no limited partner or assignee thereof may transfer all or any of its LP Units without the prior consent of the general partner. The general partner may grant or withhold such consent at its sole discretion.
Class A common stock is not convertible or exchangeable into any other class of security issued by Summit Inc. or Summit Holdings.	
The Class A common stock is listed on the New York Stock Exchange.	Furthermore, under the exchange agreement, holders of LP Units may, from and after March 17, 2016 (subject to the terms of the exchange agreement), exchange their LP Units for shares of Class A common stock on

a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications.

However, affiliates of Blackstone may transfer any of its LP Units without the prior consent of the general partner.

Table of Contents

Summit Inc.	Summit Holdings
Management	
Summit Materials, Inc. s board of directors manages its business and affairs. Accordingly, except for their vote in the election of directors and as may be required by law in connection with certain transactions, the Class A common stockholders, as such, do not directly have any control over our business and affairs.	Summit Materials, Inc. as general partner, has the sole, absolute and exclusive right to manage the business, property and affairs of Summit Holdings. The general partner may from time to time delegate authority to officers or others to act on behalf of Summit Holdings.
Fiduciary Duties of Directors/General Partner	
Under Delaware law, the directors owe Summit Materials, Inc. and its stockholders certain fiduciary duties, including the duties of care and loyalty, and are required to act in good faith in discharging their duties.	The general partner has no duties (including fiduciary duties) to any other partner or to Summit Holdings other than express contractual duties set forth in the Summit Holdings limited partnership agreement.
Under Summit Materials, Inc. s certificate of incorporation, to the fullest extent permitted under the DGCL, no member of the board of directors is personally liable to Summit Materials, Inc. or its stockholders for monetary damages for any breach of fiduciary duty owed to Summit Materials, Inc. or its stockholders.	Pursuant to Summit Holdings limited partnership agreement, to the extent that at law or in equity any partner (including without limitation, the general partner) of Summit Holdings has duties (including fiduciary duties) and liabilities relating thereto to Summit Holdings, to another partner or to another person who is bound to or is otherwise bound by the limited partnership agreement (including without limitation, the general partner), no such partner will be liable to Summit Holdings, to any other partner or to any such other person for its good faith reliance on the provisions of the limited partnership agreement.
Indemnification	
Our amended and restated bylaws generally provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL. We are also expressly authorized to carry directors and officers liability insurance providing indemnification for our directors, officers and certain employees for some liabilities. We have entered into indemnification agreements with each of our directors and executive officers.	To the fullest extent permitted by law, Summit Holdings shall indemnify any indemnitee (including any officer or director of the general partner) who was or is made or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of his or her or its status as an indemnitee or by reason of any action alleged to have been taken or omitted to be taken by indemnitee in such capacity, for and against all loss and liability suffered and expenses (including attorneys fees), judgments, fines and amounts paid in settlement reasonably incurred by such indemnitee in connection with such action, suit or proceeding, including appeals; provided that such indemnitee is not entitled to indemnification if such indemnitee s conduct constituted fraud, bad faith or willful misconduct.

Notwithstanding the foregoing, Summit Holdings shall be required to indemnify an indemnitee in connection with any action, suit or proceeding (i) commenced by such indemnitee only if the commencement of such

Table of Contents

Summit Inc.	Summit Holdings
	action, suit or proceeding by such indemnitee was authorized by the general partner and (ii) by or in the right of Summit Holdings only if the general partner has provided its prior written consent.
Number of Directors; Election of Directors; Filling of Vacancies; Removal of Directors/ General Partner	
Subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by resolution adopted by the board of directors of Summit Inc. with a maximum of 15 directors.	No person may be admitted as an additional general partner or substitute general partner without the prior written consent of each incumbent general partner, which consent may be given or withheld in the sole discretion of each incumbent general partner. The limited partners of Summit Holdings have no right to remove the general partner.
Subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, elections of directors are determined by a plurality of the votes cast in respect of shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.	
Our certificate of incorporation provides that directors may be removed with or without cause upon the affirmative vote of a majority in voting power of all outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class; *provided*, *however*, at any time when Blackstone and its affiliates beneficially own in the aggregate, less than 30% of the voting power of all outstanding shares of Summit Inc. s stock entitled to vote generally in the election of directors, directors may only be removed for cause, and only upon the affirmative vote of holders of at least 66 ⅔% of the voting power of all the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.	
In addition, subject to the rights granted to one or more series of preferred stock then outstanding or the rights granted under the stockholders agreement with Blackstone, any vacancies on the board of directors, and any newly created directorships, will be filled only by the affirmative vote of a majority of the directors then in office, even if less than a quorum, by a sole remaining director or by the stockholders; provided, however, at any time when	

Blackstone and its affiliates beneficially own, in the aggregate, less than 30% of the voting power of all outstanding shares of Summit Inc. s stock entitled to vote generally in the election of directors, any newly-created directorship on the board of directors that results from an increase in the number of directors and any vacancy occurring in the board of directors may only be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director (and not by the stockholders).

Table of Contents

Summit Inc.	Summit Holdings
Director/General Partner Nominations by Stockholders/Partners	
Summit Inc. s bylaws require that Class A common stockholders must give advance notice of a director nomination prior to a meeting in which such a nomination will be voted on. Generally, to be timely, a stockholder s notice must be received at Summit Inc. s principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the immediately preceding annual meeting of stockholders.	As noted above, the limited partners of Summit Holdings have no right to remove the general partner.
Summit Inc. s bylaws also specify requirements as to the form and content of a stockholder s notice. These provisions do not apply to Blackstone and its affiliates so long as the stockholders agreement remains in effect.	
Stockholder/Partner Proposals	
Class A common stockholders and other stockholders may make proposals to be voted on at a meeting in which such voting takes place. Notice of such proposals must be made in the same timely manner as is required for director nominations and must contain the information set forth in Summit Inc. s bylaws. A stockholder s proposal may be disregarded if the stockholder (or its qualified representative) is not present at the meeting in which the voting takes place.	Only the general partner, in its capacity as such, has any right to participate in the conduct, control or management of Summit Holdings.
Special Meetings Called by Stockholders/Partners	
A special meeting of stockholders may be called at any time only by or at the direction of the board of directors or the chairman of the board of directors; *provided*, *however*, at any time when Blackstone and its affiliates beneficially own, in the aggregate, at least 30% in voting power of the stock entitled to vote generally in the election of directors, special meetings of stockholders shall also be called by the board of directors or the chairman of the board of directors at the request of Blackstone and its affiliates.	The limited partnership agreement does not provide limited partners with the right to call special meetings.

Table of Contents

Summit Inc.	Summit Holdings
Action by Written Consent	
Summit Inc. s certificate of incorporation precludes stockholder action by written consent at any time when Blackstone and its affiliates own, in the aggregate, less than 30% of the voting power of stock entitled to vote generally in the election of directors.	Only the general partner shall have any right to vote on any matter involving Summit Holdings. The conduct, control and management of the company shall be vested exclusively in the general partner. In all matters relating to or arising out of the conduct of the operation of Summit Holdings, the decision of the general partner shall be the decision of Summit Holdings.
	Notwithstanding the foregoing, any action required or permitted to be taken by the partners pursuant to the Summit Holdings limited partnership agreement shall be taken if all partners whose consent or ratification is required consent thereto or provide a consent or ratification in writing.
Amendments to Governing Instruments	
Summit Inc. s certificate of incorporation provides that at any time when Blackstone and its affiliates beneficially own, in the aggregate, less than 30% of the voting power of all outstanding shares of Summit Inc. s stock entitled to vote generally in the election of directors, certain provisions in the certificate of incorporation may be amended, altered, repealed or rescinded only by the affirmative vote of the holders of at least 66 ⅔% in voting power all the then outstanding shares of stock entitled to vote thereon, voting together as a single class.	The general partner may, in its sole discretion, generally amend, supplement, waive or modify Summit Holdings limited partnership agreement without the approval of any limited partner or other person; provided that, for so long as affiliates of Blackstone collectively own, in the aggregate, at least 5% of the outstanding LP Units, the prior written consent of each affiliate of Blackstone will be required for any amendment, waiver or modification, including any modification that may occur as a result of merger, consolidation, combination or conversion of Summit Holdings.
Summit Inc. s certificate of incorporation provides that the board of directors is expressly authorized to make, alter, or repeal its bylaws; provided, however, that at any time when Blackstone and its affiliates beneficially own, in the aggregate, less than 30% in voting power of the stock entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of Summit Inc. required therein, at least 66 ⅔% of the voting power of the stock of Summit Inc. entitled to vote thereon shall be required to alter or repeal its bylaws.	However, subject to certain specified exceptions, including in connection with the issuance of new classes of units or other types of interests in Summit Holdings, no amendment may materially and adversely affect the rights of a holder of LP Units, other than on a pro rata basis with other holders of LP Units of the same class without the consent of such holder (or, if there is more than one such holder that is so affected, without the consent of a majority of such affected holders in accordance with their holdings of LP Units).
Asset Sales, Mergers and Consolidations	

Pursuant to the DGCL, the board of directors may sell, lease or exchange all or substantially all of Summit Inc. s assets when authorized by a majority of the stockholders entitled to vote on a resolution granting such authorization.

Summit Inc. as general partner, has the authority and sole discretion, subject to certain consent rights in favor of Blackstone as described above under Amendments to Governing Instruments, to determine if, when and on what terms any or all of Summit Holdings assets are sold and whether Summit Holdings should merge, consolidate, reorganize or combine with or into another entity.

Table of Contents

Summit Inc.	Summit Holdings
Summit Inc. may merge or consolidate with another entity upon the board of directors recommending such action and subsequent approval of a majority of the stockholders entitled to vote on mergers and consolidations.	Summit Inc. as the general partner may (i) at any time, require all holders of LP Units, other than affiliates of Blackstone, to exchange their units for shares of its common stock or (ii) with the consent of partners in Summit Holdings whose vested interests exceed 66 2/3% of the aggregate vested interests in Summit Holdings, require all holders of interests in Summit Holdings to transfer their interests, provided that the prior written consent of each holder that is an affiliate of Blackstone affected by any such proposed transfer will be required. These provisions are designed to ensure that the general partner can, in the context of a sale of the company, sell Summit Holdings as a wholly-owned entity subject to the approval of the holders thereof, including specific approval by any Blackstone affiliates then holding such units.
Summit Inc. s certificate of incorporation provides that it is not governed by Section 203 of the DGCL. However, Summit Inc. s certificate of incorporation contains similar provisions providing that it may not engage in certain business combinations with any interested stockholder for a three-year period following the time that such stockholder became an interested stockholder, unless certain requirements set out in the certificate of incorporation are met. The certificate of incorporation provides that Blackstone and its affiliates, and any of their respective direct or indirect transferees and any group as to which such persons are a party, do not constitute interested stockholders.	

Rights upon Dissolution

Upon Summit Inc. s liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of shares of Class A common stock will be entitled to receive pro rata Summit Inc. s remaining assets available for distribution.	Upon dissolution, Summit Inc. as the general partner shall act, or select in its sole discretion one or more persons to act, as liquidator. Unless Summit Inc. determines otherwise, the liquidator shall liquidate the assets of Summit Holdings and apply the proceeds of the liquidation first, to discharge Summit Holdings liabilities as provided in its limited partnership agreement and by law, second, to the satisfaction of catch-up distributions for unvested LP Units that have become vested as described above and thereafter, to the partners according to the percentages of their respective partnership interests.

Access to Books and Records

Members of the general public have a right to inspect Summit Inc. s public documents, available at the Securities and Exchange Commission s offices and through its electronic filing system (EDGAR).	Subject to certain exceptions, limited partners have the right to receive, for purposes reasonably related to their interest as a limited partner of Summit Holdings, upon reasonable written demand, copies of the organizational documents of Summit Holdings and copies of Summit Holdings U.S. federal income tax returns for the three most recent years.
Under the DGCL, stockholders have the right to access a list of stockholders and others entitled to vote at a meeting. This list must be produced by Summit Inc. at least 10 days in advance of any meeting in which voting is to take place.	

The list must contain the names and addresses of all stockholders as well as the number of shares each holds. Stockholders may only access the list for purposes of conducting stockholder business.

Table of Contents

Summit Inc.	Summit Holdings
Dissolution	
Summit Inc. has a perpetual term.	Summit Holdings shall be dissolved upon the occurrence of any of the following events: (i) the entry of a decree of judicial dissolution of Summit Holdings, (ii) any event which makes it unlawful for the business of Summit Holdings to be carried on by the partners, (iii) the written consent of all partners, (iv) at any time there are no limited partners, unless continued in accordance with the DRULPA, (v) the incapacity or removal of the general partner, subject to certain specified exceptions, or (vi) the determination of the general partner in its sole discretion.

Table of Contents

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes certain U.S. federal income tax consequences of the exchange of LP Units for shares of our Class A common stock and the tax consequences of the ownership and disposition of such shares as of the date hereof. Except where noted, this summary deals only with LP Units or shares of Class A common stock held as capital assets.

As used herein, the term U.S. Holder means a beneficial owner of an LP Unit or share of Class A common stock that is for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate of which the income is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

A Non-U.S. Holder is a beneficial owner (other than a partnership) of an LP Unit or share of Class A common stock that is not a U.S. Holder.

This summary does not represent a detailed description of the U.S. federal income tax consequences applicable to you if you are subject to special treatment under the U.S. federal income tax laws, including if you are:

- a dealer in securities or currencies;
- a financial institution;
- a regulated investment company;
- a real estate investment trust;
- an insurance company;

a tax-exempt organization;

a person holding LP Units or Class A common stock as part of a hedging, integrated or conversion transaction, a constructive sale or a straddle;

a trader in securities that has elected the mark-to-market method of accounting for your securities;

a person liable for alternative minimum tax;

a person who owns 10% or more of our voting stock;

a partnership or other pass-through entity for U.S. federal income tax purposes;

a person that received its LP Units (or predecessor units in Summit Holdings) or Class A common stock as compensation;

a U.S. Holder whose functional currency is not the United States dollar;

Table of Contents

a United States expatriate;

a controlled foreign corporation; or

a passive foreign investment company.

The discussion below is based upon the provisions of the Code, and regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be replaced, revoked or modified so as to result in U.S. federal income tax consequences different from those discussed below, possibly with retroactive effect.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds LP Units or Class A common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership or a partnership holding LP Units or Class A common stock, you should consult your tax advisors.

This summary does not contain a detailed description of all the U.S. federal income tax consequences to you in light of your particular circumstances and does not address the effects of any state, local or non-United States tax laws. **If you are considering the exchange of your LP Units for shares of Class A common stock, or a disposition of any such shares of Class A common stock received in the exchange, you should consult your own tax advisors concerning the U.S. federal income tax consequences to you in light of your particular situation as well as any consequences arising under the laws of any other taxing jurisdiction.**

Taxation of the Exchange

U.S. Holders

For U.S. federal income tax purposes, the exchange of LP Units for Class A common stock will be a taxable event. You will recognize a gain or loss on such exchange to the extent that the fair market value of the shares of Class A common stock (plus the relief of your share of any liabilities of Summit Holdings) exceeds or is less than your adjusted basis in the LP Units immediately before the exchange. Any gain will be taxed as capital gain except to the extent that the amount received attributable to your share of unrealized receivables of Summit Holdings exceeds your basis attributable to those assets, which will be taxed as ordinary income. Unrealized receivables include, to the extent not previously included in Summit Holdings income, any rights to payment for services rendered or to be rendered. Unrealized receivables also include amounts that would be subject to recapture as ordinary income (for example, recapture of depreciation with respect to property) if Summit Holdings had sold its assets at or above their fair market value at the time of the exchange. Any loss resulting from such exchange will be taxed as capital loss. Capital gain of non-corporate taxpayers derived with respect to capital assets held for more than one year are generally taxed at reduced rates. The deductibility of capital losses is subject to limitations.

Your basis in the LP Units received in exchange for cash or a contribution of property had an initial tax basis equal to the amount of cash paid for the LP Units (or predecessor units in Summit Holdings) or basis in the property you contributed to Summit Holdings, as the case may be, plus your share of Summit Holdings liabilities. Such initial basis is generally increased by your share of Summit Holdings taxable income and increases in your share of Summit Holdings liabilities. Your initial basis generally is decreased, but not below zero, by your share of Summit Holdings distributions, losses, nondeductible expenditures and decreases in your share of Summit Holdings liabilities.

If you acquired LP Units (or predecessor units in Summit Holdings) at different times or as compensation for services, you are urged to consult your tax advisor regarding your adjusted basis and holding period in the LP Units being exchanged.

Table of Contents

Non-U.S. Holders

Because Summit Holdings is engaged in a U.S. trade or business, a portion of any gain recognized by a Non-U.S. Holder on the sale or exchange of its LP Units could be treated for U.S. federal income tax purposes as effectively connected with such trade or business and hence such Non-U.S. Holder could be subject to U.S. federal income tax on the exchange as follows:

- a non-corporate Non-U.S. Holder will be subject to tax on the net gain effectively connected with a U.S. trade or business from such sale under regular graduated U.S. federal income tax rates; and

- a Non-U.S. Holder that is a foreign corporation will be subject to tax on its net gain that is effectively connected with a U.S. trade or business in the same manner as if it were a United States person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty.

Any gain realized by a Non-U.S. Holder that is not described above will be taxed in the same manner as the gain described under Taxation of Ownership of Class A Common Stock Non-U.S. Holders Gain on Disposition of Class A Common Stock. You are urged to consult your tax advisors concerning the U.S. federal income tax consequences of the exchange of LP Units for our Class A common stock.

Taxation of Ownership of Class A Common Stock

U.S. Holders

Dividends

The gross amount of distributions on the Class A common stock will be taxable as dividends to the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Such income will be includable in your gross income as ordinary income on the day actually or constructively received by you. Subject to certain holding period and other requirements, dividends received by corporate U.S. Holders may be eligible for the 70% dividends received deduction. In addition, subject to certain holding period and other requirements, dividends received by non-corporate U.S. Holders will generally be eligible for reduced rates of taxation.

To the extent that the amount of any distribution exceeds our current and accumulated earnings and profits for a taxable year, as determined under U.S. federal income tax principles, the distribution will first be treated as a tax-free return of capital, causing a reduction in the adjusted basis of the shares of Class A common stock (thereby increasing the amount of gain, or decreasing the amount of loss, to be recognized by you on a subsequent disposition of the Class A common stock), and the balance in excess of adjusted basis will be taxed as capital gain recognized on a sale or exchange.

Taxation of Capital Gains

For U.S. federal income tax purposes, you will recognize taxable gain or loss on any sale or exchange of a share of Class A common stock in an amount equal to the difference between the amount realized for the Class A common

stock and your tax basis in such shares. Such gain or loss will generally be capital gain or loss. Capital gains of individuals derived with respect to capital assets held for more than one year are generally taxed at reduced rates. The deductibility of capital losses is subject to limitations.

Non-U.S. Holders

Dividends

Dividends paid to a Non-U.S. Holder of our Class A common stock generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the Non-U.S. Holder within the United States (and, if required by an applicable income tax treaty, are attributable to a United States permanent establishment) are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to U.S. federal income tax on a net income basis in the

Table of Contents

same manner as if the Non-U.S. Holder were a United States person as defined under the Code. Any such effectively connected dividends received by a foreign corporation may be subject to an additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

A Non-U.S. Holder of our Class A common stock who wishes to claim the benefit of an applicable treaty rate and avoid backup withholding, as discussed below, for dividends will be required (a) to complete the applicable IRS Form W-8 and certify under penalty of perjury that such holder is not a United States person as defined under the Code and is eligible for treaty benefits or (b) if our Class A common stock is held through certain foreign intermediaries, to satisfy the relevant certification requirements of applicable United States Treasury regulations. Special certification and other requirements apply to certain Non-U.S. Holders that are pass-through entities rather than corporations or individuals.

A Non-U.S. Holder of our Class A common stock eligible for a reduced rate of United States withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Gain on Disposition of Class A Common Stock

Any gain realized on the disposition of our Class A common stock generally will not be subject to U.S. federal income tax unless:

- the gain is effectively connected with a trade or business of the Non-U.S. Holder in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the Non-U.S. Holder);
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a United States real property holding corporation for U.S. federal income tax purposes.

A non-corporate Non-U.S. Holder described in the first bullet point immediately above will be subject to tax on the net gain derived from the sale under regular graduated U.S. federal income tax rates. An individual Non-U.S. Holder described in the second bullet point immediately above will be subject to a flat 30% tax on the gain derived from the sale, which may be offset by United States source capital losses, even though the individual is not considered a resident of the United States. If a Non-U.S. Holder that is a foreign corporation falls under the first bullet point immediately above, it will be subject to tax on its net gain in the same manner as if it were a United States person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty.

We have not determined whether we are a United States real property holding corporation for U.S. federal income tax purposes. If we are or become a United States real property holding corporation, so long as shares of our Class A common stock continues to be regularly traded on an established securities market, only a Non-U.S. holder who holds or held (at any time during the shorter of the five year period preceding the date of disposition or the holder s holding period) more than 5% of shares of our Class A common stock will be subject to U.S. federal income tax on the

disposition of shares of our Class A common stock.

Information Reporting and Backup Withholding

U.S. Holders

In general, information reporting will apply to dividends in respect of shares of our Class A common stock and the proceeds from the sale, exchange or redemption of our LP Units and shares of our Class A common stock that are paid to you within the United States (and in certain cases, outside the United States), unless you are an exempt recipient. A backup withholding tax may apply to such payments if you fail to provide a taxpayer identification number or certification of other exempt status or fail to report in full dividend and interest income.

Table of Contents

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your U.S. federal income tax liability provided the required information is timely furnished to the Internal Revenue Service.

Non-U.S. Holders

We must report annually to the IRS and to each Non-U.S. Holder the amount of dividends paid to such holder and the tax withheld with respect to such dividends, regardless of whether withholding was required. Copies of the information returns reporting such dividends and withholding may also be made available to the tax authorities in the country in which the Non-U.S. Holder resides under the provisions of an applicable income tax treaty.

A Non-U.S. Holder will be subject to backup withholding for dividends paid to such holder unless such holder certifies under penalty of perjury that it is a Non-U.S. Holder (and the payor does not have actual knowledge or reason to know that such holder is a United States person as defined under the Code), or such holder otherwise establishes an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale of LP Units and shares of our Class A common stock within the United States or conducted through certain United States-related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a Non-U.S. Holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person as defined under the Code), or such owner otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder s U.S. federal income tax liability provided the required information is timely furnished to the Internal Revenue Service.

Additional Withholding Requirements

Under Sections 1471 through 1474 of the Code (such Sections commonly referred to as FATCA), a 30% U.S. federal withholding tax may apply to any dividends paid on our Class A common stock and, for a disposition of our Class A common stock occurring after December 31, 2018, the gross proceeds from such disposition, in each case paid to (i) a foreign financial institution (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) its compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner which avoids withholding, or (ii) a non-financial foreign entity (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) adequate information regarding certain substantial United States beneficial owners of such entity (if any). If a dividend payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under Taxation of Ownership of Class A Common Stock Non-U.S. Holders Dividends, the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax. You should consult your own tax advisor regarding these requirements and whether they may be relevant to your ownership and disposition of our Class A common stock.

Table of Contents

LEGAL MATTERS

The validity of the shares of Class A common stock will be passed upon for us by Simpson Thacher & Bartlett LLP, New York, New York. An investment vehicle composed of selected partners of Simpson Thacher & Bartlett LLP, members of their families, related persons and others owns an interest representing less than 1% of the capital commitments of funds affiliated with The Blackstone Group L.P.

EXPERTS

The consolidated financial statements of Summit Materials, Inc. as of January 2, 2016 and December 27, 2014, and for each of the fiscal years in the three-year period ended January 2, 2016 have been incorporated by reference in this prospectus in reliance on the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere therein, and upon the authority of said firm as experts in accounting and auditing.

The combined financial statements of the Lafarge Target Business, carve-out of certain operations of Lafarge North America Inc., as of December 31, 2014 and 2013, and for each of the three years in the period ended December 31, 2014, incorporated by reference in this prospectus from Exhibit 99.1 to the registration statement of which this prospectus forms a part, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon appearing therein, and are incorporated by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

INCORPORATION BY REFERENCE

The SEC s rules allow us to incorporate by reference information into this prospectus. This means that we can disclose important information to you by referring you to another document. The information incorporated by reference is considered to be a part of this prospectus. This prospectus incorporates by reference the documents listed below:

our Annual Report on Form 10-K for the year ended January 2, 2016;

our Quarterly Report on Form 10-Q for the quarter ended April 2, 2016;

our Current Reports on Form 8-K filed on January 19, 2016, February 26, 2016, March 8, 2016, April 19, 2016 and May 31, 2016 (excluding Item 7.01 and Item 9.01);

our definitive proxy statement on Schedule 14A filed with the SEC on April 12, 2016 (which information shall update and supersede information included in Part III of our Annual Report on Form 10-K for the year ended January 2, 2016);

the description of our Class A common stock contained in our Registration Statement on Form 8-A filed on March 12, 2015, including all amendments and reports filed for the purpose of updating such description; and

All other documents filed by us under sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and before the termination of the offerings to which this prospectus relates (other than information furnished and not filed in accordance with SEC rules, unless expressly stated otherwise therein).

Any statement made in this prospectus or in a document incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You can obtain any of the filings incorporated by reference into this prospectus through us or from the SEC through the SEC s website at *www.sec.gov*. We will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all documents referred to above which have been or may be incorporated by reference into this prospectus, including exhibits to those documents unless they are specifically incorporated by reference into those documents. You can request those documents from Summit Inc., at 1550 Wynkoop Street, 3rd Floor, Denver, Colorado 80202. You may also contact us by telephone at (303) 893-0012 or visit our website at *www.summit-materials.com* for copies of those documents. Our website and the information contained on our website are not a part of this prospectus, and you should not rely on any such information in making your decision whether to purchase the shares offered hereby.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-3 under the Securities Act with respect to the shares of Class A common stock offered by this prospectus. This prospectus, and any document incorporated by reference into this prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and shares of our Class A common stock, we refer you to the registration statement and to its exhibits and schedules. Statements in this prospectus about the

Table of Contents

contents of any contract, agreement or other document are not necessarily complete and in each instance we refer you to the copy of such contract, agreement or document filed as an exhibit to the registration statement, with each such statement being qualified in all respects by reference to the document to which it refers. Anyone may inspect the registration statement and its exhibits and schedules without charge at the public reference facilities the SEC maintains at 100 F Street, N.E., Washington, D.C. 20549. You may obtain copies of all or any part of these materials from the SEC upon the payment of certain fees prescribed by the SEC. You may obtain further information about the operation of the SEC s Public Reference Room by calling the SEC at 1-800-SEC-0330. You may also inspect these reports and other information without charge at a website maintained by the SEC. The address of this site is *http://www.sec.gov*.

We are subject to the informational requirements of the Exchange Act, and as a result file reports and other information with the SEC. You are able to inspect and copy these reports and other information at the public reference facilities maintained by the SEC at the address noted above. You also are able to obtain copies of this material from the Public Reference Room of the SEC as described above, or inspect them without charge at the SEC s website. We intend to make available to our Class A common stockholders annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

Table of Contents

Table of Contents

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the expenses payable by the Registrant expected to be incurred in connection with the issuance and distribution of the shares of Class A common stock being registered hereby (other than underwriting discounts and commissions). All of such expenses are estimates, other than the filing fees payable to the Securities and Exchange Commission.

Filing Fee Securities and Exchange Commission	$ 23,838
Fees and Expenses of Counsel	100,000
Fees and Expenses of Accountants	100,000
Miscellaneous Expenses	20,000
Total	$ 243,838

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 102(b)(7) of the Delaware General Corporation Law, or DGCL, allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our amended and restated certificate of incorporation provides for this limitation of liability.

Section 145 of the DGCL, or Section 145, provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation s best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation s best interests, provided further that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be

liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him or her under Section 145.

Our amended and restated bylaws provide that we must indemnify our directors and officers to the fullest extent authorized by the DGCL and must also pay expenses incurred in defending any such proceeding in advance

Table of Contents

of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified under our amended and restated bylaws or otherwise.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our amended and restated certificate of incorporation, our amended and restated bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

We maintain standard policies of insurance that provide coverage (1) to our directors and officers against losses arising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

We are party to indemnification agreements with our directors and executive officers. These agreements require us to indemnify these individuals to the fullest extent permitted by Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. Insofar as indemnification for liabilities arising under the Securities Act, as amended, or the Securities Act of 1933, as amended, may be permitted to directors or executive officers, we have been informed that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy and is therefore unenforceable.

Table of Contents

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

Exhibit No.	Description
2.1	Asset Purchase Agreement, dated as of April 16, 2015, among Continental Cement Company, L.L.C., Lafarge North America Inc., Summit Materials, LLC and Summit Materials Holdings L.P. (incorporated by reference to Exhibit 2.1 of the Registrant s Current Report on Form 8-K, filed April 17, 2015 (File No. 001-36873)).
2.2	Asset Purchase Agreement, dated as of April 16, 2015, among Continental Cement Company, L.L.C., Lafarge North America Inc., Summit Materials, LLC and Summit Materials Holdings L.P. (incorporated by reference to Exhibit 2.2 of the Registrant s Current Report on Form 8-K, filed April 17, 2015 (File No. 001-36873)).
5.1*	Opinion of Simpson Thacher & Bartlett LLP.
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm.
23.2	Consent of Ernst & Young LLP, Independent Auditors.
23.3	Consent of Simpson Thacher & Bartlett LLP (included as part of its opinion filed as Exhibit 5.1 hereto).
24*	Power of Attorney.
99.1*	Financial statements of Lafarge Target Business.

Management contract or compensatory plan or arrangement.
* Previously filed.

ITEM 17. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

Table of Contents

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (i), (ii), and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Provided, *however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the Registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant s annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan s annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 15 above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the

Table of Contents

Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Denver, State of Colorado, on the 17th day of June, 2016.

SUMMIT MATERIALS, INC.

By: /s/ Thomas W. Hill
Name: Thomas W. Hill
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on the 17th day of June, 2016.

Signature	Title(s)
/s/ Thomas W. Hill	President and Chief Executive Officer
Thomas W. Hill	(Principal Executive Officer);
	Director
/s/ Brian J. Harris	Chief Financial Officer
Brian J. Harris	(Principal Financial and Accounting Officer)
*	Director
Ted A. Gardner	
*	Director
Julia C. Kahr	
*	Director
Howard L. Lance	
*	Director
John R. Murphy	

Table of Contents

Signature	Title(s)
*	Director
Neil P. Simpkins	
*	Director
Anne K. Wade	

*By: /s/ Thomas W. Hill
Name: Thomas W. Hill
Title: Attorney-in-Fact

Table of Contents

Signature	Title(s)
	Director
Joseph S. Cantie	

Table of Contents

EXHIBIT INDEX

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99.1*	Financial statements of Lafarge Target Business.

Management contract or compensatory plan or arrangement.

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