

AGREEMENT FOR PURCHASE AND SALE
OF
REAL PROPERTY

This is an Agreement for Purchase and Sale of Real Property (this “Agreement”) entered into effective as of this _____ day of _____, 2025 (the “Effective Date”), by and between Tomball Economic Development Corporation, a Texas corporation, or its successors or assigns (“Buyer”), and Martin Marietta Materials Southwest, LLC, a Delaware limited liability company (“Seller”). Buyer and Seller are each sometimes hereinafter referred to individually as a “party” and collectively as the “parties”.

RECITALS

The property covered by this Agreement is approximately 29.5011 acres located in the City of Tomball, Harris, County, Texas, as described on Exhibit A attached hereto (the “Land”).

AGREEMENTS

In consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1
Purchase and Sale

1.1 Seller agrees to sell and convey to Buyer, and Buyer agrees to buy and pay for the following property:

- (a) The Land and all easements, rights, and appurtenances in any way related to such Land, including, without limitation, any right, title, and interest of Seller, if any, in and to adjacent streets, alleys, and rights-of-way;
- (b) All improvements, structures, and fixtures, if any, now constructed and completed or under construction on the Land (the “Improvements”); and
- (c) All contract rights and all other intangible rights owned by Seller or appurtenant to the Land and/or Improvements, including, without limitation, all permits, licenses, and approvals of governmental authorities (the “Intangible Property”).

All the property described in this Section is collectively referred to in this Agreement as, the “Property”.

1.2 Seller agrees at the time of the Closing (as hereinafter defined) to convey fee simple title to the Property to Buyer (or its designee as permitted herein) by special warranty deed, with mineral reservation and restrictive covenants, in the form attached hereto as Exhibit B (the “Deed”), subject only to (a) zoning ordinances affecting the Property, (b) ad valorem taxes not yet due and payable, (c) a reservation of all Seller’s oil, gas, and mineral rights associated with the Property, (d) all easements, restrictive covenants, agreements, conditions, or other matters of record, including, but not limited to, the title matters identified as Permitted Exceptions pursuant to Article 5 hereto, and (e) a restrictive covenant that runs with the land prohibiting Buyer or any of its successors and assigns from operating a ready mix concrete, cement, or construction aggregates operation on the Property and accepting such operations near the Property by Seller (collectively, “Permitted Exceptions”).

ARTICLE 2

Purchase Price

2.1 The purchase price for the Property shall be Two Million Four Hundred Twenty Thousand and No/100 Dollars (\$2,420,000.00) (the “Purchase Price”) and shall be paid by Buyer’s wire transfer of immediately available funds at The Closing. The Earnest Money (as hereinafter defined) shall be credited toward the Purchase Price as described in Article 3 below.

2.2 Buyer expressly agrees and acknowledges that Buyer’s obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Buyer’s ability to obtain financing of any type or nature whatsoever, whether by way of debt financing or equity investment, or otherwise.

ARTICLE 3

Earnest Money

3.1 Within three (3) business days after the Effective Date, Buyer will deposit with Jane Mathews at Stewart Title – Tomball (the “Title Company”), 14080 FM 2920, Suite E, Tomball, Texas 77377, Phone: 281-357-8277, Email: jane.mathews@stewart.com, the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) as earnest money hereunder (the “Earnest Money”), which Earnest Money shall, except as otherwise set forth herein, not be refundable to Buyer in all events except for a Seller default hereunder or as otherwise expressly provided. The Title Company shall hold and disburse the Earnest Money strictly in accordance with the terms of this Agreement. The Earnest Money shall be paid to Seller at the Closing as a part of the payment of the Purchase Price or, if the Closing does not occur, shall be otherwise disbursed in accordance with this Agreement.

ARTICLE 4

Warranties and Representations

4.1 Seller warrants and represents to Buyer that to the knowledge of Seller, as of the Effective Date and as of the date of the Closing:

(a) Seller is the owner of fee simple title to the Property, free and clear of all liens, easements, restrictions, options, reservations, mortgages, security titles and interests, covenants, conditions, rights of way, licenses, permits, encumbrances, leases, tenancies, claims of tenants in possession, and rights of any kind, all to the extent created by Seller, except for the Permitted Exceptions.

(b) Seller will not lease, rent, or convey all or any portion of the Property or any interest therein, or enter into any agreement granting to any person or entity any right with respect to the Property, or any portion thereof, without first obtaining the prior written consent of Buyer.

(c) Seller is not now a party to any litigation or other proceeding, nor is any such litigation or proceeding threatened, which relates to the Property or Seller's right to sell the Property.

(d) There are no pending, threatened, or contemplated condemnation or eminent domain proceedings regarding the Property.

(e) Seller has made no written commitments to governmental authorities or utilities or quasi-governmental entities which affect the Property or condition the zoning of the Property.

(f) There are no taxes, assessments, or levies of any type (except ad valorem taxes for the current calendar year) relating to the Property which are presently due and payable or which may become a lien or other charge against any part of the Property.

(g) There are no service contracts or similar agreements affecting the Property.

(h) No default now exists under any instrument affecting, encumbering, or secured by the Property, or any part thereof, all to the extent created by Seller.

(i) Neither the execution and delivery of this Agreement by Seller nor the consummation of the transaction herein contemplated shall, after notice or lapse of time or otherwise, result in a breach of any of the terms or provisions of or constitute a default under any article, indenture, agreement, contract, instrument, or obligation to which Seller is a party or by which Seller or the Property or any portion thereof is bound or encumbered.

(j) Seller has the right, legal capacity, power, and authority to enter into this Agreement and to convey the Property to Buyer pursuant to the terms and provisions hereof.

(k) This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable in accordance with its terms.

As used herein, the words "knowledge of Seller" or "knowledge, or "known" with respect to Seller shall mean and be limited to the actual knowledge without inquiry or investigation, of Kate Gallagher, Assistant General Counsel and Director of Martin Marietta Lands.

4.2 Buyer warrants and represents to Seller that as of the Effective Date and as of the date of the Closing:

(a) Buyer has the right, legal capacity, power, and authority to enter into this Agreement and to purchase the Property from Seller pursuant to the terms and provisions hereof. The execution of this Agreement by Buyer, the performance by Buyer of its obligations hereunder, and the purchase contemplated hereby do not require any further action by Buyer or the consent of any third party.

(b) This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer enforceable in accordance with its terms.

(c) Buyer has not violated any contract, agreement, or other instrument to which Buyer is a party nor any judicial order, judgment, or decree to which Buyer is bound by: (i) entering into this Agreement; (ii) executing any of the documents Buyer is obligated to execute and deliver on the date of the Closing; or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) Buyer is not insolvent (as such term is defined in Section 101(32) of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the “Bankruptcy Code”)) and will not become insolvent as a result of entering into and consummating this Agreement or the transactions contemplated hereby (including, without limitation, the purchase of the Property), nor are the transfers to be made hereunder or obligations incurred in connection herewith made or incurred by Buyer with any intent to hinder, delay, or defraud any creditors to which Buyer is or becomes indebted. Buyer acknowledges that it is receiving new, fair, and reasonably equivalent value in exchange for the transfers and obligations contemplated by this Agreement and affirmatively represents that neither its entry into this Agreement nor its consummation of the transactions contemplated hereby constitutes a fraudulent conveyance or preferential transfer under the Bankruptcy Code or any other federal, state, or local laws affecting the rights of creditors generally.

(e) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Buyer’s power or authority to enter into or perform its obligations under this Agreement.

(f) Buyer is not a nonresident alien or foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and regulations promulgated thereunder).

(g) Buyer is not a disregarded entity as defined in 26 CFR § 1.1445-2(b)(2)(iii).

(h) Buyer, including its subsidiaries and its parent companies, is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to anti-corruption, anti-bribery, terrorism, money laundering, and drug-trafficking (collectively, the “Anti-Terrorism, Anti-Bribery, and Anti-Money Laundering Laws”), including, without limitation, Executive Order No. 13224

on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the “Patriot Act”), and the regulations of the Office of Foreign Assets Control and is not a “Prohibited Person” under the Anti-Terrorism, Anti-Bribery, and Anti-Money Laundering Laws.

ARTICLE 5

Survey, Title and Title Exceptions

5.1 On or before thirty (30) days from the Effective Date, Buyer, at Buyer’s expense, shall deliver to Seller and the Title Company an ALTA/ACSM land title survey (the “Survey”) of the Land, reasonably acceptable to Seller and Buyer, dated on or after the Effective Date, prepared by a surveyor duly licensed in the jurisdiction in which the Property is located, which shall show the total number of acres of the Property and the easement property and all matters reflected in the Title Commitment that is a part of the Property (“Surveyed Legal Description”). If the Survey Legal Description is different than the legal description of record, Seller may, at its sole election, deliver at Closing: (a) a special warranty deed conveying that portion of the Property that corresponds to the legal description of record at Closing; and (b) a deed without warranty conveying the Property to Buyer using the legal description set forth on the Survey. Within ten (10) calendar days after receipt of said Survey, Seller shall notify Buyer in writing if the Survey is not reasonably acceptable to Seller. If no such notice is given, the Survey shall conclusively determine as between Buyer and Seller the legal description and final acreage of the Property for the purpose of preparing the legal description to be attached to the Deed and the deed without warranty. In the event that Seller disapproves the Survey, Buyer and Seller shall use diligent, cooperative, good faith efforts to mutually agree upon the configuration and size of the Property and any other matters objected to by Seller or Buyer no later than the expiration of the Inspection Period or 30 days after the later of receipt of Survey and Title Commitment, whichever is later. Any matters shown on such Survey and objected to by Buyer by the Inspection Period expiration shall be additional title objections, as to which the obligations and rights of Buyer and Seller shall be the same as provided in Section 5.3 below.

5.2 As a condition to Buyer’s obligation to proceed to the Closing, the Title Company shall commit to issue, on the date of the Closing, its TLTA Owner’s Policy of Title Insurance (the “Owner Title Policy”), insuring title to the Property in Buyer in the full amount of the Purchase Price, subject only to the Permitted Exceptions. On or before twenty (20) days after the Effective Date, Seller shall, at Seller’s expense, direct the Title Company to deliver to Buyer a commitment of title insurance in favor of Buyer (the “Title Commitment”) committing to issue the Owner Title Policy for the Property, but Seller shall only pay the premium for basic coverage. The cost of any extended coverage or any endorsements elected by Buyer (which may each be elected by Buyer in its sole discretion) shall be the expense of Buyer. Seller, at that time, shall also deliver true and correct copies of all documentary title exceptions identified in the Title Commitment, (the “Underlying Documents” and collectively, with the Survey and the Title Commitment, the “Title Documents”) to the extent such Underlying Documents are made available by the Title Company.

5.3 Buyer may give Seller written notice (“Buyer’s Title Notice”) of Buyer’s objections (collectively, the “Buyer’s Objections”) to any matters shown in the Title Documents or Survey; provided, however, the failure of Buyer to give Buyer’s Title Notice for the Property by 5:00 p.m.

Central Time on the date which is thirty (30) days following receipt of the last to be received of the Title Documents and Survey ("Buyer's Objection Period") shall be deemed to constitute Buyer's approval of the Title Documents for the Property, in which case, all such matters shown thereon shall be deemed to be Permitted Exceptions. If Buyer delivers Buyer's Title Notice within Buyer's Objection Period, then Seller may, but shall have no obligation to, within ten (10) business days after its receipt of Buyer's Title Notice ("Seller's Election Period"), elect to cure Buyer's Objections to Buyer's reasonable satisfaction, by giving Buyer written notice ("Seller's Title Notice") of which of Buyer's Objections, if any, Seller agrees to so cure by the date of the Closing. The failure of Seller to give Seller's Title Notice on or before the end of Seller's Election Period shall be deemed to constitute Seller's election not to cure any of Buyer's Objections.

Notwithstanding the foregoing, Buyer shall be entitled to object to any new title or survey matters created or suffered prior to the Closing and after the date of the Title Commitment or Survey or the date of Buyer's title examination, as the case may be, by delivery of a Buyer's Title Notice to Seller, in which case, the foregoing title objection procedures shall apply.

The Closing shall be tolled on a day for day basis as necessary to allow for the foregoing time periods set forth in this Section, but in no event shall the Closing extend beyond the date that is one hundred twenty (120) days from the Effective Date hereof.

5.4 In the event of any one of the following: (i) Seller does not elect to cure Buyer's Objections; (ii) Seller fails to timely deliver Seller's Title Notice; (iii) Buyer reasonably disapproves of Seller's attempt to cure Buyer's Objections; or (iv) in Seller's Title Notice, Seller has agreed to cure, to Buyer's reasonable satisfaction, by the date of the Closing certain Buyer Objections, but Seller is thereafter unable to do so, then Buyer, at Buyer's sole election, may (a) declare this Agreement null and void, whereupon if, and only if, the title condition identified in Buyer's Title Notice is one that renders title to the property as not marketable, the Title Company shall promptly return the Earnest Money to Buyer, and no party shall have any further rights, duties, or liabilities hereunder except those obligations that expressly survive the termination hereof (collectively, the "Surviving Obligations"); or (b) elect to close the transaction contemplated hereby with respect to the Property, in which case there shall be no adjustment of the Purchase Price, and this Agreement shall remain in full force and effect. Notwithstanding any other provision hereof to the contrary, Buyer's termination rights set forth in this Section are in addition to, and are not limited by, Buyer's termination rights set forth in Section 6.1 hereof.

ARTICLE 6

Inspection

6.1 At all times prior to sixty (60) days from the Effective Date hereof (the "Inspection Period"), Buyer and Buyer's employees, agents, engineers, and contractors, at Buyer's sole expense, shall have the right to enter upon the Property to inspect, examine, survey, test, analyze, and otherwise do that which Buyer may deem desirable except as otherwise set forth herein. Buyer shall have the right to conduct non-destructive and non-invasive soil and other tests on the Property in order to determine the suitability of the Property for Buyer's intended use. For the avoidance of doubt, Buyer and Seller agree that Buyer shall not conduct any Phase II environmental site assessment, soil borings, or similar tests at the Property without the prior written consent of Seller, which Seller may withhold in its sole discretion. In the event that Seller consents to a Phase II

environmental site assessment of the Property, Buyer agrees that it shall abide by the terms and conditions provided by Seller in Seller's sole discretion for such Phase II environmental site assessment. Buyer shall indemnify and hold Seller harmless from any and all costs or expenses incurred in relation to the inspections and studies described herein, including, but not limited to, any liens or liability resulting from Buyer's entry to the Property and Buyer's exercise of its rights pursuant hereto. This indemnity by Buyer shall expressly survive the Closing or any other termination of this Agreement. Prior to entering upon the Property for any reason, Buyer or its vendors shall deliver to Seller a certificate of insurance, in form and content and with a licensed insurance company acceptable to Seller, evidencing the existence of liability insurance coverage, on an occurrence basis in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00). Such certificate must name Seller as an additional insured. Buyer agrees that such insurance coverage will not be cancelled or modified during the pendency of this Agreement without Seller having first been given at least thirty (30) days prior written notice. No access to the Property will be permitted until such time as such insurance coverage is in place.

6.2 If Buyer determines, in Buyer's sole discretion, that the Property is not suitable for Buyer's intended use, then Buyer shall, on or before 5:00 p.m. Central Time on the last day of the Inspection Period, notify Seller of such determination. Upon such notification to Seller, the Title Company shall promptly deliver the Earnest Money, with any accrued interest, to Seller. However, if such termination by Buyer in accordance with the first sentence of this Section 6.2 is due to an environmental condition identified on the Land during the Inspection Period or to a title condition identified in Buyer's Title Notice that renders title to the property as not marketable, the Title Company shall deliver the sum of One Hundred Dollars (\$100.00) of the Earnest Money to Seller in full consideration of the rights granted to Buyer under this Agreement, and the Title Company shall promptly return the balance of the Earnest Money, with any accrued interest, to Buyer. In either case, upon such notification to Seller, this Agreement shall then become null and void, and neither Buyer nor Seller shall have any further duty, obligation, or liability whatsoever under this Agreement, except for the Surviving Obligations.

6.3 Buyer is granted the right to extend the Inspection Period one (1) time for an additional thirty (30) days (the "Extension Period") by notifying Seller in writing of its election to extend the Inspection Period and making an additional, non-refundable deposit to the Earnest Money of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) with the Title Company for such extension (the "Extension Fee") by no later than the last day of the Inspection Period. Such Extension Fee shall be non-refundable to Buyer as of the date it is deposited with the Title Company. In the event of an extension, the Extension Period shall herein be included in all references to the Inspection Period. The Extension Fee for the Extension Period shall be (i) non-refundable to Buyer in all events except for a Seller default hereunder, and (ii) shall be applicable against the Purchase Price in the event of the Closing or shall be otherwise disbursed in accordance with this Agreement.

6.4 Buyer shall not request, process, or file any request in connection with the zoning, platting, or development of the Property, including, but not limited to, changing the zoning of the Property, amending any subdivision map affecting the Property, or platting, replatting, amending, or modifying any other entitlements or development standards applicable to the Property prior to the Closing. Buyer shall have the right to place survey stakes and markers on the Property but shall not have the right to cut or permit the cutting of trees, timber, or bushes. Buyer shall pay all

costs incurred in connection with its activities on the Property and shall repair any damage to the Property caused by Buyer in pursuing such activities.

6.5 Seller agrees to deliver to Buyer, within ten (10) days after the Effective Date, photocopies of any and all current title policies, environmental reports, condition reports, financial statements, leases, and other information and documentation pertaining to the Property to the extent such are in the possession and control of Kate Gallagher and relate the Property (the “Property Files”); provided, however, that Seller shall not be obligated to update, prepare, or cause to be prepared any of the above referenced items, which may or may not be contained in the Property Files, except as otherwise expressly provided for in this Agreement. The Property Files shall not include any materials not directly related to the leasing, maintenance, and/or management of the Property such as Seller’s internal memoranda, financial projections, any appraisals or other indications of the market value of the Property, tax records, and similar proprietary or confidential information set forth in Section 15.16 or otherwise so designated by Seller. Buyer understands and acknowledges that none of Kate Gallagher, Seller, or any of Seller’s representatives makes and/or has made any representation or warranty to Buyer as to the accuracy or completeness of the Property Files and that none of Kate Gallagher, Seller, or any of Seller’s representatives has made or will make any attempt to verify the data contained therein. Buyer agrees that none of Seller, Kate Gallagher, or any of Seller’s representatives shall have any liability to Buyer as a result of Buyer’s use of the Property Files.

ARTICLE 7

Closing

7.1 The purchase and sale hereunder shall be closed at the office of the Title Company on the thirtieth (30th) day after the end of the Inspection Period (the “Closing”), provided, however, that Buyer may accelerate the Closing to an earlier business day upon five (5) days’ written notice to Seller.

7.2 At the Closing, Seller shall execute and deliver to Buyer the following:

- (a) Seller’s counterpart of the Deed;
- (b) An owner’s affidavit and all other documentation reasonably required by the Title Company to issue an owner’s title insurance policy conforming to the requirements of Article 5;
- (c) Seller’s counterpart of a supply agreement in the form attached as Exhibit C hereto (the “Supply Agreement”);
- (d) Seller’s counterpart of the memorandum of supply agreement in the form attached as Exhibit B to the Supply Agreement (the “Memorandum”);
- (e) Appropriate certificates and/or affidavits indicating that Seller is not a foreign citizen or entity;

(f) A Closing Statement, itemizing and approving all receipts and disbursements made in connection with the Closing;

(g) Appropriate standard form lien waivers with respect to the Property;

(h) A certificate, in a form reasonably requested by Buyer, evidencing compliance with pre-Closing covenants, conditions, warranties, and representations; and

(i) Such other documents reasonably necessary to effect and complete the Closing as requested by Buyer, its counsel, or the Title Company.

7.3 At the Closing, Buyer shall execute and deliver to Seller the following:

(a) The Purchase Price in accordance with Article 2 (with credit for the Earnest Money);

(b) Buyer's counterpart of the Deed;

(c) Buyer's counterpart of the Supply Agreement;

(d) Buyer's counterpart of the Memorandum;

(e) A Closing Statement, itemizing and approving all receipts and disbursements made in connection with the Closing;

(f) A certificate, in a form reasonably requested by Seller, evidencing compliance with pre-Closing covenants, conditions, warranties, and representations; and

(g) Such other documents reasonably necessary to effect and complete the Closing.

7.4 Seller shall pay one-half (1/2) of any escrow fee of the Title Company, and the cost of owner's title insurance premiums for Buyer's standard title insurance policy for basic coverage (but not the cost of any extended coverage or any endorsements elected by Buyer, which costs Buyer shall pay).

7.5 Buyer shall pay one-half (1/2) of any escrow fee of the Title Company, expenses related to the Survey, all costs of recording the deed and all other documents related to this transaction.

7.6 Ad valorem taxes on the Property for the calendar year in which the Closing occurs shall be prorated as of the end of the day of the Closing. If tax bills have not been issued for the year of the Closing, taxes shall be prorated based on the previous year's tax bill, with a re-proration following receipt of the new tax bills. All income received and expenses incurred with respect to the Property shall also be prorated as of the date of the Closing, with appropriate payments or credits being made at the Closing. Seller shall deliver possession of the Property to Buyer on or before the date of the Closing.

7.7 If this sale, Buyer's use of the Property after the Closing, or Seller's change in use of the Property prior to the Closing results in the assessment of additional taxes, penalties, or interest ("Rollbacks") for periods prior to the Closing, the Rollbacks will be the obligation of Seller. Obligations imposed by this Section will survive the Closing.

7.8 The Earnest Money and the Extension Fee (if deposited) shall be applied by Seller at the Closing as a credit against the Purchase Price as provided for in other sections of this Agreement.

7.9 Each party shall pay its own attorneys' fees and expenses in connection with this Agreement and the Closing contemplated hereunder.

ARTICLE 8

Commissions

Buyer has engaged Tom Condon, Jr. of Colliers International Houston, Inc. ("Colliers") as its broker in this transaction. Each of Buyer and Seller represents to the other party that it has not engaged or dealt with any broker or agent in regard to this Agreement or to the sale and purchase contemplated hereby other than Colliers, and each party hereto agrees to indemnify, defend, and hold the other party harmless from and against any claim, loss, damage, liability, cost, or expense (including, but not limited to, reasonable attorneys' fees and expenses and costs of litigation) that the indemnified party shall suffer, incur, or be threatened with because of any claim by any other broker, agent, or other person or entity claiming by, through, or under the indemnifying party, whether or not meritorious, for any fee, commission, or other compensation with respect hereto or the purchase and sale provided herein. Seller shall be responsible for paying a three percent (3.0%) brokerage commission to Colliers. This Article shall survive the Closing of the purchase and sale hereunder or the cancellation of this Agreement.

ARTICLE 9

Condition of and Title to Property

Disclaimer. BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE SOPHISTICATED PARTIES EXPERIENCED IN THE PURCHASE AND SALE OF REAL ESTATE. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED DELIVERED AT THE CLOSING AND ANY OTHER WARRANTIES AND REPRESENTATIONS PROVIDED BY SELLER IN THIS AGREEMENT, TO THE EXTENT THAT SUCH REPRESENTATIONS AND WARRANTIES SURVIVE THE CLOSING (COLLECTIVELY, THE "SURVIVING WARRANTIES"), THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER "AS IS, WHERE IS AND WITH ALL FAULTS." EXCEPT FOR THE SURVIVING WARRANTIES, SELLER DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE PROPERTY'S FITNESS FOR A PARTICULAR PURPOSE, MARKETABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS; OR THE FITNESS OF THE PROPERTY FOR BUYER'S PLANNED USE. IF THE CLOSING SHALL OCCUR, EXCEPT FOR LIABILITY ARISING OUT OF THE INACCURACY OF THE SURVIVING WARRANTIES, SELLER AND SELLER'S AFFILIATES SHALL BE DEEMED TO BE AUTOMATICALLY RELEASED BY BUYER AND ITS SUCCESSORS AND

ASSIGNS OF AND FROM ALL LIABILITIES, OBLIGATIONS, AND CLAIMS, KNOWN OR UNKNOWN, THAT BUYER MAY HAVE AGAINST SELLER OR SELLER'S AFFILIATES, OR ALSO, THAT ARISE IN THE FUTURE BASED IN WHOLE OR IN PART UPON THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION, ON, WITHIN, OR MIGRATING FROM THE PROPERTY (INCLUDING, WITHOUT LIMITATION, CLAIMS ASSERTED UNDER ENVIRONMENTAL LAWS). THE TERM "SELLER'S AFFILIATES" AS USED HEREIN MEANS (A) AN ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH SELLER, OR (B) AN ENTITY, WHICH AT LEAST A MAJORITY OF WHOSE ECONOMIC INTEREST IS OWNED BY SELLER OR WHICH OWNS SELLER; AND THE TERM "CONTROL" MEANS THE POWER TO DIRECT THE MANAGEMENT OF SUCH ENTITY THROUGH VOTING RIGHTS, OWNERSHIP OR CONTRACTUAL OBLIGATIONS. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE CLOSING. FOR THE PURPOSES OF THIS ARTICLE, "HAZARDOUS MATERIALS" MEANS THOSE MATERIALS THAT ARE REGULATED BY OR FORM THE BASIS OF LIABILITY UNDER ANY ENVIRONMENTAL LAW, INCLUDING: (I) ANY SUBSTANCE IDENTIFIED UNDER ANY ENVIRONMENTAL LAW AS A POLLUTANT, CONTAMINANT, HAZARDOUS SUBSTANCE, LIQUID, INDUSTRIAL OR SOLID OR HAZARDOUS WASTE, HAZARDOUS MATERIAL, OR TOXIC SUBSTANCE; (II) ANY PETROLEUM OR PETROLEUM DERIVED SUBSTANCE OR WASTE; (III) ANY ASBESTOS OR ASBESTOS-CONTAINING MATERIAL; (IV) ANY POLYCHLORINATED BIPHENYL (PCB) OR PCB-CONTAINING OR UREA-FORMALDEHYDE-CONTAINING MATERIAL OR FLUID; (V) ANY RADIOACTIVE MATERIAL OR SUBSTANCE, INCLUDING RADON; (VI) ANY LEAD OR LEAD BASED PAINTS OR MATERIALS; AND (VII) ANY MOLD, FUNGI, YEAST, OR OTHER AGENTS OR MATERIALS THAT MAY HAVE AN ADVERSE EFFECT ON HUMAN HEALTH OR THE ENVIRONMENT. "ENVIRONMENTAL LAW" MEANS ANY FEDERAL, STATE, AND LOCAL LAWS, STATUTES, CODES, REGULATIONS, RULES, ORDINANCES, ORDERS, POLICY DIRECTIVES, JUDGMENTS, OR DECREES (INCLUDING COMMON LAW), INCLUDING THOSE OF JUDICIAL AND ADMINISTRATIVE BODIES, INCLUDING REQUIREMENTS UNDER PERMITS, LICENSES, CONSENTS, AND APPROVALS, RELATING TO POLLUTION OR PROTECTION OF HUMAN HEALTH OR THE ENVIRONMENT, INCLUDING THOSE THAT RELATE TO EMISSIONS, DISCHARGES, RELEASES OR THREATENED RELEASES, OR THE GENERATION, MANUFACTURING, PROCESSING, DISTRIBUTION, USE, TREATMENT, STORAGE, DISPOSAL, TRANSPORT, OR HANDLING, OF HAZARDOUS MATERIALS. THE DISCLAIMER AND PROVISIONS OF THIS ARTICLE SHALL SURVIVE CLOSING AND SHALL BE REFLECTED IN THE DEED.

ARTICLE 10

Damage and Destruction to Improvements

All risk of loss to the Improvements on the Property shall remain upon Seller prior to the Closing. If prior to the Closing, the Improvements on the Property, if any, shall be damaged or destroyed by fire or other casualty, Buyer shall still be obligated to close. There shall be no reduction in the Purchase Price, but any insurance proceeds received by Seller prior to the Closing with respect to such damage or destruction shall be paid to Buyer at the Closing, and Seller shall assign to Buyer any right of Seller to receive insurance proceeds after the Closing.

ARTICLE 11

Condemnation

From the Effective Date through the Closing, Seller agrees to give Buyer prompt notice in the event that Seller receives notice of any actual or proposed taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur the actual or proposed taking or condemnation of all or any portion of the Property as would materially and adversely interfere with Buyer's intended use of this Property, then in such event, Buyer may, at its option, terminate this Agreement by notice to Seller within ten (10) days after Buyer has received the notice referred to above or at the Closing, whichever is earlier, and the parties shall have no additional obligations to one another under this Agreement except for the Surviving Obligations. If Buyer does not elect to terminate this Agreement, then the Closing shall take place as provided herein with no reduction in the Purchase Price, but any condemnation awards or similar proceeds received by Seller prior to the Closing with respect to such taking shall be paid to Buyer at the Closing, and Seller shall assign to Buyer any right of Seller to receive condemnation awards or similar proceeds after the Closing.

ARTICLE 12

Survival

None of the warranties, representations, covenants, terms, and conditions set forth in this Agreement shall be merged into the documents executed and delivered at the Closing. Instead, any and all representations, covenants, terms, conditions, and warranties contained in this Agreement shall survive the Closing for a period of six (6) months.

ARTICLE 13

Earnest Money, Default, and Remedies

13.1 If, prior to the Closing, Seller defaults in any of its obligations under this Agreement, then provided Buyer is not in default hereunder (and provided Buyer has notified Seller of the specific nature of the default and allowed Seller a ten (10) business day period to cure such default, or such additional time as reasonably necessary given the type of default, so long as Seller is diligently pursuing a cure), Buyer may declare this Agreement terminated, in which event the Earnest Money shall be forfeited to Buyer as liquidated damages (and not as a penalty) and as Buyer's sole and exclusive remedy, and all other rights and obligations of the parties under this Agreement shall be terminated, except for the Surviving Obligations. If, after the Closing, Seller defaults in any of its obligations under this Agreement that survive the Closing or any of its obligations under agreements between Buyer and Seller executed at the Closing, Buyer shall be entitled to any and all remedies set forth in any applicable agreements or available at law or in equity.

13.2 If, prior to the Closing, Buyer defaults in any of its obligations under this Agreement, then provided Seller is not in default hereunder (and provided Seller has notified Buyer of the specific nature of the default and allowed Buyer a ten (10) business day period to cure such default), Seller may declare this Agreement terminated, in which event the Earnest Money and the Extension Fee (if applicable) shall be forfeited to Seller as liquidated damages (and not as a

penalty) and as Seller's sole and exclusive remedy, and all other rights and obligations of the parties under this Agreement shall be terminated, except for the Surviving Obligations. If, after the Closing, Buyer defaults in any of its obligations under this Agreement that survive the Closing or any of its obligations under agreements between Buyer and Seller executed at the Closing, Seller shall be entitled to any and all remedies set forth in any applicable agreements or available at law or in equity.

ARTICLE 14

Like-Kind Exchange

If either party elects to structure this transaction as a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, the other party will reasonably cooperate upon the request of the electing party, provided that (a) the electing party will indemnify and hold the other party harmless from and against any cost, claims, expenses, or liabilities (including but not limited to reasonable attorney fees and expenses and costs of litigation) incurred by the other party solely as a result of structuring the transaction as a like-kind exchange, and (b) the exchange will have no material effect on the terms of the other party's obligations under this Agreement. Nothing contained herein shall prevent both parties from electing a like-kind exchange.

ARTICLE 15

Miscellaneous

15.1 Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed given upon the date delivered personally or on the date transmitted by email (with confirmation of receipt), or upon deposit when sent by registered or certified mail, postage prepaid, or by recognized courier service, to the addresses set forth below or such other addresses as are specified by written notice delivered in accordance herewith. Notices shall be deemed received upon transmission of such notice if delivery cannot be accomplished because of a change of address by one party, but only if such party did not notify the other party of such change of address, or because of refusal of a party to accept delivery of any such notice.

If to Buyer:	Tomball Economic Development Corporation Kelly Violette 29201 Quinn Road, Ste. B Tomball, TX 77375 Attn: Kelly Violette Email: kviolette@tomballtxedc.org
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With a copy to:	Colliers International Houston, Inc. Tom Condon, Jr. 9950 Woodloch Forest Dr, Suite 1225 The Woodlands, TX 77380
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If to Seller:	Martin Marietta Materials, Inc. 4123 Parklake Avenue
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Raleigh, NC 27612
Attn: General Counsel
Email: MMLegal@martinmarietta.com

With a copy to: Martin Marietta Materials, Inc.
Attn: Executive Vice President and
General Counsel
Email: kate.gallagher@martinmarietta.com

Any notice or other communication shall be given to such other representative or at such other address as a party to this Agreement may furnish to the other party pursuant to this Section.

15.2 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their personal representatives, successors, and assigns, any right or interest whatsoever.

15.3 Effective Date. All references to the Effective Date of this Agreement means the date upon which the last party executes this Agreement and the agreement is received by the Title Company. Such Effective Date shall be inserted on the first page of this Agreement for reference purposes.

15.4 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby.

15.5 No Joint Venture. Each party hereto will act as an independent contractor, and nothing contained in or arising out of this Agreement will be construed to imply or create any joint venture, partnership, agency, or other relationship. The parties agree that no fiduciary relationship is created by this Agreement.

15.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. This Agreement may not be assigned by Seller or Buyer without the other party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

15.7 No Waiver. The failure by either party hereto to insist upon strict performance of any term or condition of this Agreement or failure or delay to exercise any right or remedy provided herein or by applicable law, or failure to notify properly the other party upon a breach, or the acceptance of or payments for any services hereunder will not release either party from any of the obligations of this Agreement and will not be deemed a waiver of any right of either party to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder.

15.8 Governing Law and Venue. This Agreement shall be controlled, construed, and enforced in accordance with the laws of the state of Texas. BUYER AND SELLER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT

SITTING IN HARRIS COUNTY, TEXAS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE THIS AGREEMENT AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN HARRIS COUNTY, TEXAS. BUYER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

15.9 Waiver of Jury Trial. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT AND/OR THE SALE AND TRANSFER OF THE PROPERTY. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS SECTION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. SELLER AND BUYER REPRESENT AND WARRANT THAT THEY, INDIVIDUALLY AND SEPARATELY, HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. BUYER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

15.10 Captions. The headings in this Agreement are for convenience of reference only and will not limit or otherwise affect any of the terms hereof. All exhibits hereto and all other documents and instruments referred to herein or in any exhibit hereto are hereby incorporated herein by reference. Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party or parties to whom it relates, and the use of the singular shall where appropriate be deemed to include the plural or the plural to include the singular.

15.11 Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, or communications, whether oral or written, by any officer, employee, or representative of any party hereto with respect thereto. No amendment hereto will be valid unless made in writing and signed by the parties hereto. This Agreement may be executed in multiple counterparts, each of which will be deemed an original hereof, and all counterparts collectively are to be deemed but one instrument. Time is of the essence of this Agreement.

15.12 Definitions. The parties agree: (i) that “applicable law” means all provisions of any constitution, statute, law, ordinance, rule, regulation, decision, order, decree, judgment,

release, license, permit, stipulation, or other official pronouncement enacted, promulgated, or issued by any governmental authority or arbitrator or arbitration panel; (ii) “governmental authority” means any legislative, executive, judicial, quasi-judicial, administrative, or other public authority, agency, department, bureau, division, unit, court, or other public body, person, or entity; (iii) an “affiliate” of, or person “affiliated” with a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified, (iv) “control” (including the term “controlling,” “controlled by,” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise; and (v) “including” and other words or phrases of inclusion, if any, shall not be construed as terms of limitation, so that references to “included” matters shall be regarded as non-exclusive, non-characterizing illustrations.

15.13 Dispute Resolutions.

(a) The parties shall attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of, relating to, or in connection with this Agreement, whether regarding the formation or terms of this Agreement, the performance of the parties hereunder, or otherwise (collectively a “Dispute”). Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the Dispute and the relief requested. The recipient of such notice shall respond in writing within fifteen (15) days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then a representative of each party, with full settlement authority, shall meet at a mutually agreeable time and place within thirty (30) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

(b) If the parties are unable to resolve the Dispute by negotiation, pursuant to Subsection (a) above, they shall discuss the desirability of submitting the Dispute to mediation or binding arbitration before a single mediator or arbitrator who has had at least ten (10) years’ relevant industry experience in the field that is the subject matter of the Dispute. This discussion shall take place prior to either party commencing an action in a court of competent jurisdiction in accordance with subsection (c) below. If any Dispute is submitted to binding arbitration, the arbitrator may not through the award compromise any difference between the positions of the parties. Instead, the parties shall each submit to the arbitrator a proposed award at least three (3) days before any arbitration is scheduled to commence. The arbitrator shall endorse as the final award either the award proposed by one party or the other. No other award may be made. The non-prevailing party shall pay the fees of the arbitrator and the reasonable expenses incurred in connection with the arbitration, including without limitation the prevailing party’s reasonable attorneys’ fees.

(c) If within fifteen (15) days after the meeting described in Subsection (a) above, the parties have not reached agreement on resolution of the Dispute, or on the submission of the Dispute to mediation or binding arbitration, then the Dispute may be settled by litigation in accordance with the following provisions. Any litigation by the parties over any Dispute under this Agreement shall be brought in accordance with Sections 15.8 and 15.9 hereto in state or in federal district court in Dallas County, if jurisdiction and

venue are otherwise proper in such court. The decision of such court of competent jurisdiction that is either not subject to appeal or not appealed within ninety (90) days of any judgment or, if sooner, the period in which an appeal may be filed under applicable law, shall be final and binding on the parties as to any matter submitted under this Agreement. The prevailing party shall be entitled to receive its reasonable attorneys' fees.

15.14 Counsel. The parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in the drafting of this Agreement. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against Seller because Seller's counsel prepared this Agreement in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

15.15 No Offer. The submission of this Agreement to Buyer for examination or consideration does not constitute an offer to sell the Property and this Agreement shall become effective, if at all, only upon the full execution and delivery thereof by Buyer and Seller.

15.16 Confidential. Subject to applicable State or Federal law, or an order of a court of jurisdiction, Buyer shall hold as confidential all information concerning the Property disclosed by Seller to Buyer in connection with the transaction contemplated herein. If Buyer terminates this Agreement prior to the Closing, in accordance with the terms and conditions hereof, Buyer shall return to Seller all information concerning the Property disclosed or provided to Buyer in connection with this transaction. During the term of this Agreement, Buyer may disclose such information regarding the Property to its authorized representatives, agents and attorneys, and potential lenders or equity participants in such transaction with a bona fide need to know, provided such parties agree to hold the same as confidential.

15.17 Holidays. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. In that regard, a "business day" shall be each day other than a Saturday, Sunday or legal holiday for national banks in the location where the Property is located.

ARTICLE 16

Quiet Enjoyment

Buyer acknowledges that: (i) Seller operates a construction aggregate rail yard facility (the "Seller's Operations") on property in the vicinity of the Property (the "Seller's Parcels"), and Seller, and its successors-in-interest, will continue to operate Seller's Operations and may expand such Seller's Operations following the conveyance of the Property; and (b) Seller leases or may in the future lease a portion of Seller's Parcels to others for uses related to Seller's Operations including but not limited to production of ready mix concrete and asphalt (the uses under items (a)

and (b) being collectively referred to herein as the “**Seller’s Uses**”). Buyer acknowledges that Seller’s Uses may subject Buyer and the Property to noise, dust, blasting, vibrations, truck traffic, and other similar inconveniences (collectively, the “**Potential Inconveniences**”). As an inducement to Seller’s execution and delivery of this Agreement and conveyance of the Property to Buyer, Buyer covenants, on behalf of itself and its successors-in-interest, that it shall not initiate any proceeding or take any action, or participate in any proceeding or action, to limit, prohibit, or restrict Seller’s, and its successors’-in-interest’s, operation of Seller’s Uses on any ground whatsoever, including but not limited to any claim that any of the Potential Inconveniences constitute, with respect to the Property, a nuisance or trespass. By means of illustration, and not limitation, Buyer shall not initiate or participate in any proceeding or action to limit or restrict the hours of operation of Seller’s Operations, to prohibit expansion of Seller’s Operations or to oppose or otherwise object to the issuance or continuance of any permits or approvals from governmental authorities necessary for the development, operation, and expansion of Seller’s Operations. Buyer, on behalf of itself and its successors, does hereby waive, release, forever discharge and covenant not to sue Seller, its successors-in-interest, their lessees’ and their respective shareholders, officers, directors, and employees from any and all claims, demands, injuries, actions, and causes of action at law or in equity, past, present, or future, for any damages, personal injuries, property damage, diminution in property value, emotional distress, loss of peace of mind and happiness, discomfort, inconvenience, annoyance, disruption, nuisance, trespass, or any such claims or injuries arising from or related to any grounds whatsoever, including, but not limited to, the Potential Inconveniences, except for damages, personal injury, or property damage occurring at or on the Property caused by any flyrock produced from blasting at the quarry. For purposes of this **Article 16**, the term proceedings means any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal. Buyer acknowledges and agrees that the foregoing covenants shall run with the Property and that the foregoing covenants shall be reflected in the special or limited warranty deed to be delivered by Seller to Buyer pursuant to **Section 1.2** of this Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal effective as of the Effective Date.

SELLER:

**MARTIN MARIETTA MATERIALS
SOUTHWEST, LLC,**
a Delaware limited liability company

Date of execution by
Seller:

By: _____
Name: _____
Its: _____

BUYER:

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION,**
a Texas corporation

Date of execution by
Buyer:

By: _____
Name: _____
Its: _____

JOINDER BY TITLE COMPANY

Title Company has executed this Agreement in order to confirm that Title Company shall hold the Earnest Money (and if applicable, the Extension Fee) required to be deposited under this Agreement, in escrow, and shall invest and disburse the Earnest Money and the Extension Fee (if applicable) pursuant to the provisions of this Agreement.

STEWART TITLE – TOMBALL

By: _____

Name: _____

Title: _____

Date Executed: _____

EXHIBIT A

Legal Description of Property

[To be added.]

EXHIBIT B

Form of Special Warranty Deed

PREPARED BY:

WHEN RECORDED RETURN TO:
AND MAIL TAX STATEMENTS TO:

c/o _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
WITH MINERAL RESERVATION AND
RESTRICTIVE COVENANTS

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

MARTIN MARIETTA MATERIALS SOUTHWEST, LLC, a Delaware limited liability company ("**Grantor**"), whose mailing address is 4123 Parklake Avenue, Raleigh, NC 27612, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, and CONVEYED** and by these presents does **GRANT, SELL, AND CONVEY** unto TOMBALL ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation ("**Grantee**"), all of that certain lot, tract or parcel of land lying and being situated in Harris County, Texas, and being more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Property**"), together with all buildings, structures, paving, curbing, trees, plants, shrubs, other building improvements and landscaping of every kind and nature presently situated on, in or under, or hereafter erected or installed on the Property, together with all of Grantor's right, title, and interest in all rights, governmental approvals, tenements,

hereditaments, entitlements, easements, licenses, permits, rights-of-way, privileges, and rights of ingress and egress applicable to the Property, and appurtenances pertaining thereto and strips and gores.

Disclaimer. GRANTEE AND GRANTOR ACKNOWLEDGE THAT THEY ARE SOPHISTICATED PARTIES EXPERIENCED IN THE PURCHASE AND SALE OF REAL ESTATE. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THIS SPECIAL WARRANTY DEED (THIS “**DEED**”) DELIVERED AT THE CLOSING AND ANY OTHER WARRANTIES AND REPRESENTATIONS PROVIDED BY GRANTOR IN THAT CERTAIN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BY AND BETWEEN GRANTOR AND GRANTEE DATED _____, 2025 (THE “**AGREEMENT**”), TO THE EXTENT THAT SUCH REPRESENTATIONS AND WARRANTIES SURVIVE THE CLOSING (COLLECTIVELY, THE “**SURVIVING WARRANTIES**”), THE PROPERTY IS CONVEYED AND TRANSFERRED TO GRANTEE “AS IS, WHERE IS AND WITH ALL FAULTS.” EXCEPT FOR THE SURVIVING WARRANTIES, GRANTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE PROPERTY’S FITNESS FOR A PARTICULAR PURPOSE, MARKETABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS; OR THE FITNESS OF THE PROPERTY FOR GRANTEE’S PLANNED USE. EXCEPT FOR LIABILITY ARISING OUT OF THE INACCURACY OF THE SURVIVING WARRANTIES, GRANTOR AND GRANTOR’S AFFILIATES SHALL BE DEEMED TO BE AUTOMATICALLY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ALL LIABILITIES, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, THAT GRANTEE MAY HAVE AGAINST GRANTOR OR GRANTOR’S AFFILIATES, OR ALSO, THAT ARISE IN THE FUTURE BASED IN WHOLE OR IN PART UPON THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION, ON, WITHIN, OR MIGRATING FROM THE PROPERTY (INCLUDING, WITHOUT LIMITATION, CLAIMS ASSERTED UNDER ENVIRONMENTAL LAWS). THE TERM “**GRANTOR’S AFFILIATES**” AS USED HEREIN MEANS (A) AN ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH GRANTOR, OR (B) AN ENTITY AT LEAST A MAJORITY OF WHOSE ECONOMIC INTEREST IS OWNED BY GRANTOR OR WHICH OWNS GRANTOR; AND THE TERM “**CONTROL**” MEANS THE POWER TO DIRECT THE MANAGEMENT OF SUCH ENTITY THROUGH VOTING RIGHTS, OWNERSHIP OR CONTRACTUAL OBLIGATIONS. FOR THE PURPOSES OF THIS DEED, “**HAZARDOUS MATERIALS**” MEANS THOSE MATERIALS THAT ARE REGULATED BY OR FORM THE BASIS OF LIABILITY UNDER ANY ENVIRONMENTAL LAW, INCLUDING: (I) ANY SUBSTANCE IDENTIFIED UNDER ANY ENVIRONMENTAL LAW AS A POLLUTANT, CONTAMINANT, HAZARDOUS SUBSTANCE, LIQUID, INDUSTRIAL OR SOLID OR HAZARDOUS WASTE, HAZARDOUS MATERIAL OR TOXIC SUBSTANCE; (II) ANY PETROLEUM OR PETROLEUM DERIVED SUBSTANCE OR WASTE; (III) ANY ASBESTOS OR ASBESTOS-CONTAINING MATERIAL; (IV) ANY POLYCHLORINATED BIPHENYL (PCB) OR PCB-CONTAINING OR UREA-FORMALDEHYDE-CONTAINING MATERIAL OR FLUID; (V) ANY RADIOACTIVE MATERIAL OR SUBSTANCE, INCLUDING RADON; (VI) ANY LEAD OR LEAD BASED PAINTS OR MATERIALS; AND (VII) ANY MOLD, FUNGI, YEAST OR OTHER AGENTS OR MATERIALS THAT MAY HAVE AN ADVERSE EFFECT ON HUMAN HEALTH OR THE ENVIRONMENT. “**ENVIRONMENTAL LAW**” MEANS ANY FEDERAL, STATE AND LOCAL LAWS, STATUTES, CODES, REGULATIONS, RULES, ORDINANCES, ORDERS, POLICY DIRECTIVES, JUDGMENTS OR DECREES (INCLUDING COMMON LAW), INCLUDING THOSE OF JUDICIAL AND ADMINISTRATIVE BODIES, INCLUDING REQUIREMENTS UNDER PERMITS, LICENSES, CONSENTS AND APPROVALS, RELATING

TO POLLUTION OR PROTECTION OF HUMAN HEALTH OR THE ENVIRONMENT, INCLUDING THOSE THAT RELATE TO EMISSIONS, DISCHARGES, RELEASES OR THREATENED RELEASES, OR THE GENERATION, MANUFACTURING, PROCESSING, DISTRIBUTION, USE, TREATMENT, STORAGE, DISPOSAL, TRANSPORT, OR HANDLING, OF HAZARDOUS MATERIALS.

This conveyance is made and accepted subject and subordinate to: (a) zoning ordinances affecting the Property; (b) ad valorem taxes not yet due and payable; (c) the restrictions, easements and encumbrances described on **Exhibit B** attached hereto and incorporated herein (the **“Permitted Exceptions”**); and (d) Grantor’s reservation unto Grantor, and Grantor’s heirs, successors and assigns forever, of all of Grantor’s right, title and interest in and to all of the oil, gas, casinghead gas, and other minerals in, on, or under the Property, subject to any prior severances or reservations of the same, for the purpose of mining, drilling, and/or exploring for oil, gas, and other minerals and removing the same therefrom, and together with the exclusive executive rights to lease, and to enter into agreements for the exploration and production of, all of such mineral interests herein reserved by Grantor (the **“Mineral Reservation”**).

The following use restrictions (the **“Restrictions”**), which are hereby reserved and impressed on the Property for the benefit of Grantor and its successors-in-interest, and shall run with title to the Property:

- (a) By acceptance of this deed, Grantee covenants and agrees, on behalf of itself and its successors-in-interest, that it will not operate a ready-mix concrete, cement or construction aggregates operation on the Property.
- (b) Grantee acknowledges that: (i) Grantor operates a construction aggregate rail yard facility (the **“Grantor’s Operations”**) on property in the vicinity of the Property (the **“Grantor’s Parcels”**), and Grantor, and its successors-in-interest, will continue to operate Grantor’s Operations and may expand such Grantor’s Operations following the conveyance of the Property; and (b) Grantor leases or may in the future lease a portion of Grantor’s Parcels to others for uses related to Grantor’s Operations including but not limited to production of ready mix concrete and asphalt (the uses under items (a) and (b) being collectively referred to herein as the **“Grantor’s Uses”**). Grantee acknowledges that Grantor’s Uses may subject Grantee and the Property to noise, dust, blasting, vibrations, truck traffic, and other similar inconveniences (collectively, the **“Potential Inconveniences”**). As an inducement to Grantor’s execution and delivery of this Agreement and conveyance of the Property to Grantee, Grantee covenants, on behalf of itself and its successors-in-interest, that it shall not initiate any proceeding or take any action, or participate in any proceeding or action, to limit, prohibit, or restrict Grantor’s, and its successors’-in-interest’s, operation of Grantor’s Uses on any ground whatsoever, including but not limited to any claim that any of the Potential Inconveniences constitute, with respect to the Property, a nuisance or trespass. By means of illustration, and not limitation, Grantee shall not initiate or participate in any proceeding or action to limit or restrict the hours of operation of Grantor’s Operations, to prohibit expansion of Grantor’s Operations or to oppose or otherwise object to the issuance or continuance of any permits or approvals from governmental authorities necessary for the development, operation, and expansion of Grantor’s Operations. Grantee, on behalf of itself and its successors, does hereby waive, release, forever

discharge and covenant not to sue Grantor, its successors-in-interest, their lessees' and their respective shareholders, officers, directors, and employees from any and all claims, demands, injuries, actions, and causes of action at law or in equity, past, present, or future, for any damages, personal injuries, property damage, diminution in property value, emotional distress, loss of peace of mind and happiness, discomfort, inconvenience, annoyance, disruption, nuisance, trespass, or any such claims or injuries arising from or related to any grounds whatsoever, including, but not limited to, the Potential Inconveniences, except for damages, personal injury, or property damage occurring at or on the Property caused by any flyrock produced from blasting at the quarry. For purposes of this paragraph, the term proceedings means any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal. Grantee acknowledges and agrees that the foregoing covenants shall run with the Property.

- (c) The foregoing covenants and Restrictions set forth in (a) and (b) above shall run with the Property.

TO HAVE AND TO HOLD the Property, subject only to the aforesaid Permitted Exceptions, Mineral Reservation, and Restrictions, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors, and assigns to warrant and forever defend all and singular the Property, subject only to the Permitted Exceptions, Mineral Reservation, and Restrictions unto said Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

TOMBALL ECONOMIC DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
 Printed: _____
 Its: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of Tomball Economic Development Corporation, a Texas corporation, for and on behalf of said corporation.

Notary Public, State of _____

Notary's Printed Name: _____
My commission expires: _____

c/o _____

 Attn: _____

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY – EXHIBIT B – Signature Page

**EXHIBIT A TO SPECIAL WARRANTY DEED WITH MINERAL RESERVATION AND
RESTRICTIVE COVENANTS**

Legal Description of the Property

[To be added.]

**EXHIBIT B TO SPECIAL WARRANTY DEED WITH MINERAL RESERVATION AND
RESTRICTIVE COVENANTS**

Permitted Exceptions

[To be added.]

EXHIBIT C FORM OF SUPPLY AGREEMENT

This Supply Agreement (this “Agreement”) is made and entered into on this ____ day of _____, 2025 (the “Effective Date”), by and between Martin Marietta Materials, Inc., a North Carolina corporation, for itself and its affiliates (“Martin Marietta”), and Tomball Economic Development Corporation, a Texas corporation, for itself and its affiliates (“Buyer”). Buyer and Martin Marietta are each sometimes hereinafter referred to individually as a “party” and collectively as the “parties”.

WHEREAS, Martin Marietta produces the construction aggregates, ready mix concrete, and cement that is listed on Exhibit A (the “Materials”); and

WHEREAS, on the Effective Date hereof, Buyer purchased from Martin Marietta Materials Southwest, LLC, a Delaware limited liability company, an affiliate of Martin Marietta (“Seller”), certain real property consisting of approximately 29.5011 acres of land (the “Property”), located in Tomball, Harris County, Texas pursuant to that certain Agreement for Purchase and Sale of Real Property dated _____, 2025, between Buyer and Seller with respect to the Property (“Purchase Agreement”), and Buyer may desire to construct a commercial development on the Property (the “Project”); and

WHEREAS, as material consideration to the above-referenced property transaction, Martin Marietta has agreed to supply and Buyer has agreed to purchase or to direct its contractors to purchase from Martin Marietta the Materials (to the extent Martin Marietta is able to supply the same) to be used in connection with construction of the improvements on the Property, including, but not limited to buildings, roads, curbs, retention ponds, drainage facilities, utilities, grading and site preparation during the Term (as hereinafter defined) of this Agreement, subject to the terms of this Agreement.

Accordingly, in return for the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE REQUIREMENTS. Subject to the terms of this Agreement, Buyer agrees to purchase, or to direct its tenants, contractors, subcontractors, suppliers, independent contractors, or agents (“Buyer’s Contractors”) to purchase and accept from Martin Marietta, and Martin Marietta agrees to sell and deliver to Buyer (or its tenants, contractors, subcontractors, suppliers, independent contractors, or agents as the case may be), all of the requirements for the Materials to be used on the Property to the extent such Materials can be provided by Martin Marietta. Each order of the Materials will be memorialized by a written purchase order setting forth the needed amounts, the specific Materials required, and the proposed delivery schedule, subject to acceptance by Martin Marietta. In the event Martin Marietta is unable or unwilling to supply any of the Materials in any proposed purchase order within the timeframe required by Buyer or Buyer’s Contractors, Buyer’s sole remedy with respect to such inability or unwillingness shall be to source

any or all the Materials that are the subject of the purchase order from a third party for only the duration and only to the extent of such shortfall.

2. DELIVERY. All aggregate and cement Materials purchased by Buyer or Buyer's Contractors will be made available by Martin Marietta FOB (Free On Board) at the applicable production facility during regularly scheduled business hours and on regularly scheduled workdays at stockpiles or silos (as the case may be) at such facility. In those cases where the parties agree that Martin Marietta will also arrange for delivery of aggregate or cement Materials to the Property, the FOB point shall remain at the applicable Martin Marietta production facility. Ready mix concrete Materials will generally be delivered by Martin Marietta trucks, and title and risk of loss shall pass at the point of delivery. Martin Marietta will use its commercially reasonable best efforts to make the Materials available in a manner that will meet the needs of Buyer or Buyer's Contracts, as applicable. If Martin Marietta fails to accept a purchase order or, after accepting a purchase order, fails to supply the Materials as required thereunder, then Buyer and Buyer's Contractors, as its exclusive remedy, may exercise the remedies described in Section 1.

Buyer or Buyer's Contractors will provide Martin Marietta a forecast of its anticipated annual and monthly Materials needs for the Project within a reasonable time after finalization of the construction schedule therefor, including the approximate dates when the Materials will be required. If these estimates are modified, Buyer or Buyer's Contractors, as applicable, will notify Martin Marietta of such modifications as soon as reasonably possible. As provided in Section 1, however, neither party will be bound until the issuance and acceptance of one or more purchase order(s). Martin Marietta will attempt to make the Materials available to Buyer or Buyer's Contractors in accordance with its estimates and other provisions of this Agreement. Buyer recognizes, however, that the delivery of the Materials hereunder will be subject to production and other factors, including weather conditions, transportation availability and the schedules of Martin Marietta and its other customers, and that Martin Marietta may not be able to make the Materials available to Buyer or Buyer's Contractors at the dates and times requested. If Martin Marietta fails to make the Materials available as needed by Buyer or Buyer's Contractors, then Buyer or Buyer's Contractors, as its exclusive remedy, will have the remedies described in Section 1.

3. NOTICE OF REQUIREMENTS. In addition to the forecasting set forth in Section 2, Buyer or Buyer's Contractors, as applicable, shall provide Martin Marietta purchase orders, which will be binding, for the Materials with as much advance notice as possible and Martin Marietta will use commercially reasonable efforts to fill such orders, subject to the provisions of Sections 1 and 2 herein. If Buyer has provided Martin Marietta with reasonable advance notice of Buyer's requirements, and Martin Marietta is not able to supply such Materials to Buyer as required, Buyer shall have the right, as its sole remedy, to purchase such Materials from other sources in accordance with Section 1.

4. WARRANTY. While Martin Marietta will use best efforts to ensure that the Materials will substantially comply upon delivery with the specifications set forth on Exhibit A, or any other specification subsequently agreed to in writing by the parties as part of a purchase order or otherwise, Martin Marietta is not responsible for subsequent use, finishing, or processing of the Materials following Martin Marietta's delivery, all of which shall be the sole responsibility of Buyer and Buyer's Contractors. **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED**

HEREIN, MARTIN MARIETTA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO BUYER, EXPRESSED OR IMPLIED, REGARDING THE MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES THAT THE MATERIALS ARE OTHERWISE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. IN NO EVENT, WHETHER BECAUSE OF BREACH OF MARTIN MARIETTA'S LIMITED WARRANTY, BREACH OF ANY OTHER PROVISION OF THIS AGREEMENT, OR FOR ANY OTHER CAUSE, SHALL MARTIN MARIETTA OR BUYER BE LIABLE OR OBLIGATED IN ANY MANNER TO PAY FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE INCURRED BY BUYER, MARTIN MARIETTA, OR ANY OTHER PERSON. REGARDLESS OF PRIOR DEALINGS, ANY CLAIM BY BUYER SHALL BE DEEMED WAIVED UNLESS PRESENTED IN WRITING TO MARTIN MARIETTA WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OF THE MATERIALS SUBJECT OF THE CLAIM. This Section shall survive beyond the Term of this Agreement or the earlier termination hereof pursuant to Section 7.

5. PRICE AND PAYMENT.

A. Prices. Martin Marietta agrees to sell the Materials to Buyer at its then-current competitive market price for the Materials. Buyer shall advise Martin Marietta if it believes that Martin Marietta's price is not competitive in the Harris County, Texas market and shall provide written quotations evidencing the same. In determining whether any price quoted is competitive to that offered by Martin Marietta, the parties will take into consideration Buyer's transportation costs, fuel surcharges, taxes, production capabilities (which for ready mix concrete will include a comparable cubic yards per hour), Material quality, and all other associated costs to acquire a product that is the same in all material respects and quantities as a Material. If Buyer presents such competitive quote, then Martin Marietta shall have the right to match that price and if it fails to do so, Buyer shall have the right to purchase the quantity of Material that is the subject of the quote from a competitor of Martin Marietta.

B. Payment. Buyer or Buyer's Contractors, as applicable, will pay for all the Materials purchased by Buyer or Buyer's Contractors, as applicable, by the thirtieth (30th) day after invoicing. All payments for the Materials will be made by electronic transfer of funds or other commonly used payment method, as designated by Martin Marietta in writing. Quantities of the Materials purchased shall be based upon scale tickets, delivery tickets, or other records of Martin Marietta or applicable carriers, in each case generated in the ordinary course of business showing the Materials delivered. Any dispute regarding weight or quantity shall be made within thirty (30) days of receipt of invoice or the invoice weight or quantity shall be deemed conclusive.

6. TERM. This Agreement shall be effective upon execution and shall extend for a period of ten (10) years from the date of execution, subject to early termination as provided herein (the "Initial Term"). The Initial Term will be extended automatically for additional periods of one (1) year each (the "Renewal Terms"), for so long as Buyer or its affiliates, successors, or assigns continue to develop the Property (the Initial Term and the Renewal Terms are collectively herein the "Term").

7. TERMINATION.

A. Termination by Martin Marietta. Notwithstanding any other provision hereof, Martin Marietta may terminate this Agreement at any time prior to the end of the Term if Buyer or Buyer's Contractors, as applicable, (i) fails to pay any amount due under a purchase order within ten (10) days following written notice of such failure or (ii) fails to perform any other material obligations hereunder and such failure continues for a period of thirty (30) days after written notice thereof, provided that, if it is not practical to correct such failure within thirty (30) days, Martin Marietta will not terminate this Agreement if Buyer or Buyer's Contractors, as applicable, begin to correct such failure within the thirty (30) day period and diligently prosecutes the correction of such failure until cured.

B. Termination by Buyer. Buyer may likewise terminate this Agreement at any time prior to the end of the Term if Martin Marietta or fails to perform any of its material obligations hereunder and such failure continues for a period of thirty (30) days after written notice thereof, provided that, if it is not practical to correct such failure within thirty (30) days, Buyer will not terminate this Agreement if Martin Marietta begins to correct such failure within the thirty (30) day period and diligently prosecutes the correction of such failure until cured.

C. Effect of Termination. The decision by either party to terminate this Agreement under this Section shall not adversely affect any other legal rights that party may have arising from, or related to, a breach hereof.

8. FORCE MAJEURE. If a party is unable to meet its obligations under this Agreement as a result of a pandemic disease in the United States, flood, storm, fire, explosion, war, riot, mechanical breakdown, transportation difficulties or delays, acts of any government or governmental agency, temporary or permanent injunction or other orders or judgments of a court of competent jurisdiction, or any other similar cause beyond the commercially reasonable control of such party, and despite the exercise of reasonable business efforts to perform (a "Force Majeure Event"), then the obligations of the parties hereto, other than to pay monies that are then owed hereunder, shall be suspended without penalty until such cause ends. A party that is subject to a Force Majeure Event with respect to an obligation hereunder or under any accepted purchase order shall provide prompt written notice to the other party.

9. NOTICES. Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by facsimile or email transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

If to Martin Marietta: Martin Marietta Materials Southwest, LLC
1503 LBJ Freeway, Suite 400
Dallas, Texas 75234
Attention: _____
Email: _____
Fax: 972-988-7515

with a copy to: Martin Marietta Materials, Inc.
4123 Parklake Avenue
Raleigh, North Carolina 27612
Attention: _____
Email: _____

with a copy to: Martin Marietta Materials, Inc.
4123 Parklake Avenue
Raleigh, North Carolina 27612
Attention: Kate Gallagher, Assistant General Counsel Martin
Marietta Materials and Director Martin Marietta Lands
Email: kate.gallagher@martinmarietta.com
Fax: 919-783-4535

If to Buyer: Tomball Economic Development Corporation

Attention: _____
Email: _____
Fax: _____

with a copy to: _____

Attention: _____
Email: _____
Fax: _____

Any such notice or communication shall be deemed to be received, if delivered in person, on the date delivered, if made by facsimile or email transmission, on the date transmitted, or, if sent by overnight courier service, on the first business day after the day sent.

10. ASSIGNMENT. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their successors, including purchasers or recipients of all or a portion of the Property, all or a substantial part of their assets, and their permitted assigns; provided, however, upon the termination of the Term for any reason, this Agreement will cease to run with the land and will not be binding as to any time period thereafter. Except in the case of a conveyance of all or a part of the Property, this Agreement may not be assigned by Buyer to any party not affiliated with it by common ownership, without the prior written consent of Martin Marietta, which will not be unreasonably conditioned, withheld, or delayed. It is understood and agreed that the contractors or subcontractors for Buyer or its affiliates may become bound to this Agreement and that no consent shall be required. Martin Marietta may not assign this Agreement, except as part of a sale of substantially all of its assets, a merger, or other business combination.

The Memorandum of Supply Agreement attached hereto as Exhibit B will be signed by both parties and be recorded in the Harris County real property records on the date hereof.

11. ENTIRE AGREEMENT. This Agreement, including its Exhibits, shall constitute the entire understanding of the parties regarding the subject matter hereof and may be amended, changed, altered, or otherwise modified or expanded only by a written amendment or addendum signed after the date hereof by an authorized representative of each party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The acceptance of this Agreement is expressly limited to the terms herein, and any additional proposals or different terms heretofore or hereafter suggested by either party are hereby rejected absent the signature of an amendment hereto signed by both parties.

12. SEVERABILITY. If any of the provisions of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, then such provision shall be severed from this Agreement without affecting the remainder hereof, and the parties shall negotiate in good faith to replace such unenforceable or void provision with a similar clause to achieve, to the extent permitted under law, the purposes of the provision declared void or unenforceable.

13. WAIVER. The waiver by either party of any default in any of the terms and conditions stated herein shall not be deemed a waiver of any subsequent default of the same or any other term or condition hereof.

14. GOVERNING LAW; ATTORNEYS' FEES. This Agreement shall be controlled, construed, and enforced in accordance with the laws of the State of Texas considered without regard to its choice of law rules. If it becomes necessary for a party to commence any proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees. **BUYER AND MARTIN MARIETTA HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN HARRIS COUNTY, TEXAS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE THIS AGREEMENT AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN HARRIS COUNTY, TEXAS. BUYER AND MARTIN MARIETTA AGREE THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.**

15. WITHHOLDING. In the event of a dispute or claim with respect to Material quality, Buyer or Buyer's Contractors, as applicable, may withhold no more than the invoice value of the Material in dispute and shall otherwise maintain its account in current status. If Buyer or Buyer's Contractors breach this Section or refuse to pay for additional Materials, Martin Marietta shall have the right to suspend shipments pending such dispute.

16. EXHIBITS. Exhibit A and Exhibit B, attached hereto and incorporated herein, shall be considered a part of this Agreement for all purposes as if set forth in full herein. All words and

phrases which are defined in this Agreement shall have the same definition and meaning when used in such exhibit.

17. **CONFIDENTIALITY**. During the Term of this Agreement, the parties shall each hold as confidential all information concerning this Agreement, including its existence; provided, however, that each party may disclose such information regarding this Agreement to its authorized representatives, agents, contractors, subcontractors and attorneys with a bona fide need to know, provided such parties agree to hold the same as confidential. This obligation of confidentiality shall not apply to: (i) information that becomes generally available to the public through no fault or negligence of the receiving party, (ii) information already known to a party at the time of the disclosure, (iii) information acquired at any time from a third party that was not prohibited from making a disclosure, or (iv) information required to be disclosed in order to comply with any applicable law, order, regulation, or ruling.

18. **HOLIDAYS**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. In that regard, a "business day" shall be each day other than a Saturday, Sunday or legal holiday for national banks in the location where the Property is located.

19. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures delivered as photocopies or electronic scans shall be treated as original signatures for all purposes of this Agreement. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures, to the extent and as provided for under applicable law, including the Uniform Electronic Transactions Act (UETA) as in effect under Chapter 322 of the Texas Business and Commerce Code.

20. **WAIVER OF JURY TRIAL**. **TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT AND/OR THE SALE AND TRANSFER OF THE PROPERTY. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS SECTION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. MARTIN MARIETTA AND BUYER REPRESENT AND WARRANT THAT THEY, INDIVIDUALLY AND SEPARATELY, HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAVE HAD**

THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. BUYER AND MARTIN MARIETTA AGREE THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the Effective Date hereof.

“Martin Marietta”

Martin Marietta Materials, Inc.,
a North Carolina corporation

By: _____

Name: _____

Title: _____

“BUYER”

Tomball Economic Development Corporation,
a Texas corporation

By: _____

Name: _____

Title: _____

EXHIBIT A to Supply Agreement
MATERIALS

Sand, gravel, and crushed stone.

Ready Mix Concrete

Type I/II Portland Cement

Buyer shall provide requested specifications as construction progresses, and Martin Marietta shall advise whether it can provide the Materials meeting those specifications. Martin Marietta controls production facilities that produce a variety of the Materials meeting TXDOT, commercial and ASTM standards.

**EXHIBIT B to Supply Agreement
MEMORANDUM OF SUPPLY AGREEMENT**

MEMORANDUM OF SUPPLY AGREEMENT

PREPARED BY/ RETURN TO:

Martin Marietta Materials, Inc.
4123 Parklake Avenue
Raleigh, NC 27612
Attn: Executive Vice President and General Counsel

THIS MEMORANDUM OF SUPPLY AGREEMENT (the “**Memorandum**”) is made and entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and between MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation, (“**Martin Marietta**”), and TOMBALL ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation (“**Buyer**”).

1. Memorandum of Supply Agreement.

- a. Martin Marietta and Buyer entered into that certain Supply Agreement dated effective as of _____, 2025 (the “**Agreement**”), concerning that certain approximately 29.5011 acres of land located _____, in Harris County, Texas, as more particularly described on Exhibit A attached hereto (the “**Property**”), on the terms further set forth in the Agreement.
- b. Pursuant to Section 10 of the Agreement, Martin Marietta hereby requests that Buyer execute this Memorandum to evidence, and provide public notice of, the Agreement effective as of the Effective Date.

2. Recordation. This Memorandum shall be recorded in the Real Property Records of Harris County, Texas.

3. Terms of Supply Agreement.

- a. The Agreement runs with the land and is binding on Buyer, its successors and/or assigns, including its affiliates, tenants, general contractors, subcontractors, suppliers, independent contractors, and agents working specifically on or for the Property.
- b. The Agreement shall be effective upon its execution and shall extend for a period of ten (10) years from the date of execution, subject to early termination as provided therein (the “**Initial Term**”). The Initial Term will be extended

automatically for additional periods of (1) year each, for so long as Buyer or its affiliates, tenants, successors or assigns continue the initial development of the Property.

- c. The other terms of the Agreement are as set forth in writing in the Agreement. In the event of any conflict between the terms of the Agreement and this Memorandum, the Agreement shall control.

4. Termination. Upon termination of the Agreement, as to all or any portion of the Property, Martin Marietta agrees to release this Memorandum at the request of Buyer.

5. Counterparts. This Memorandum may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement.

6. Capitalized Terms. Capitalized terms not defined herein shall have the meaning given to them as defined in the Agreement.

[Signature pages to follow]

BUYER:

TOMBALL ECONOMIC DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, the _____ of Tomball Economic Development Corporation, a Texas corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

My Commission Expires:

Notary Public, State of _____

Print Name

MARTIN MARIETTA:

MARTIN MARIETTA MATERIALS, INC.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, the _____ of Martin Marietta Materials, Inc., a North Carolina corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

My Commission Expires:

Notary Public, State of _____

Print Name

EXHIBIT A TO MEMORANDUM OF SUPPLY AGREEMENT

Legal Description

[Add legal description]