UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) August 13, 2008

Martin Marietta Materials, Inc.

(Exact name of registrant as specified in its charter)

North Carolina	**1-12744**	**56-1848578**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2710 Wycliff Road, Raleigh, North Carolina 27607
(Address of principal executive offices) (Zip Code)

(919) 781-4550
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14-d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On August 13, 2008, the Board of Directors of Martin Marietta Materials, Inc. (the "Company") authorized the Company to enter into amended and restated Employment Protection Agreements (the "Agreements") with the executive officers of the Company and certain other key employees. The Agreements supersede the existing Employment Protection Agreements with the Company's executive officers and are being entered into with certain key employees in addition to the executive officers. The new Agreements (i) effect certain changes as to the timing and payment of the benefits provided by the Agreements to bring them into compliance with Section 409A of the Internal Revenue Code of 1986 regulating non-qualified deferred compensation plans, and (ii) revise certain severance benefits provided under the original agreements. The form of Agreement is filed as Exhibit 10.1 hereto and incorporated herein by reference in its entirety.

The Agreements provide the officers that are a party to it with severance benefits payable in the event of discharge without cause, death, resignation with good reason in connection with, or with respect to the executive officers, within a prescribed period, following a change of control of the Company. Severance benefits include a payment equal to a multiple of base salary, annual bonus and perquisites, the payment of a pro-rata annual bonus in the year of termination, and a continuation of health, medical and other insurance benefits for a period of years following termination. The agreements generally provide for "gross up" payments to compensate the named employees for any excise tax under Section 4999 of the Internal Revenue Code of 1986.

The definition of "change of control" is the same as in the original Employment Protection Agreements. For purposes of the Agreements, a change of control is generally defined as (i) the acquisition by any person, or related group of persons, of 40% or more of either the outstanding common stock of the Company or the combined voting power of the Company's outstanding securities, (ii) consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the Company's assets following which the Company's shareholders before such event fail to own more than 50% of the resulting entity, (iii) a change in the majority membership of the Board of Directors of the Company, or (iv) a liquidation or dissolution of the Company.

On August 13, 2008, the Board of Directors of the Company also approved an amended and restated Supplemental Excess Retirement Plan (the "Plan"). The Plan is a restoration plan that generally provides for the payment of benefits in excess of the Internal Revenue Code limits, which benefits vest in the same manner that benefits vest under the Company's pension plan. The Plan provides for a lump sum payment of benefits upon retirement, and the acceleration of vesting and payment of benefits in the event of discharge without cause, death, resignation with good reason, or with respect to the executive officers, within a prescribed period, following a change of control of the Company. The modifications were made to comply with the provisions of Section 409A of the Internal Revenue Code of 1986 regulating non-qualified deferred compensation plans, to conform to the amendments made to the amended and restated Employment Protection Agreements and to reflect certain other changes. The Plan is filed as Exhibit 10.2 hereto and incorporated herein by reference in its entirety.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit Number

10.1 Form of Martin Marietta Materials, Inc. Third Amended and Restated Employment Protection Agreement.

10.2 Martin Marietta Materials, Inc. Amended and Restated Supplemental Excess Retirement Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 19, 2008

MARTIN MARIETTA MATERIALS, INC.

By: /s/ Roselyn R. Bar
Name: Roselyn R. Bar
Title: Senior Vice President, General Counsel and Secretary

EXHIBIT INDEX

Exhibit Number

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10.2 Martin Marietta Materials, Inc. Amended and Restated Supplemental Excess Retirement Plan.

MARTIN MARIETTA MATERIALS, INC.
THIRD AMENDED AND RESTATED
EMPLOYMENT PROTECTION AGREEMENT

This Employment Protection Agreement between Martin Marietta Materials, Inc., a North Carolina corporation (the "Company"), and _____ (the "Employee"), dated as of this August 13, 2008 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, Employee is a valuable member of management of the Company and the Company desires to ensure the continuity of its senior management; and

WHEREAS, it is the determination of the Company that management continuity is most likely to occur if senior management is financially protected against involuntary termination following a "Change of Control" (as defined below) of the Company; and

WHEREAS, this Agreement is entered into to provide the Employee with payments and benefits upon certain terminations of the Employee's employment with the Company in connection with a Change of Control, in consideration of the Employee's continued service to the Company (which the parties hereto agree constitutes adequate consideration to support the Company's obligations under this Agreement); and

WHEREAS, the Company and the Employee desire to reflect their intention as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is hereby agreed by and between the Company and the Employee, each of whom intends to be legally bound, as follows:

1. Definitions. For purposes of this Agreement,

(a) "Annual Bonus" shall mean the Employee's highest annual bonus paid in a calendar year beginning five years prior to a Change of Control and ending on the date of termination of employment.

(b) "Base Salary" shall mean the highest annual rate of base salary that the Employee receives from the Company or its affiliates in any pay period within the twelve-month period ending on the date of a Change of Control; provided, however, that for purposes of calculating the payment described in Section 3(a)(ii), "Base Salary" shall mean the highest annual rate of base salary that the Employee receives from the Company or its affiliates in any pay period beginning five years prior to a Change of Control and ending on the date of termination of employment**.**

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Cause" shall mean the Employee's having been convicted in a court of competent jurisdiction of a felony or has been adjudged by a court of competent jurisdiction to be liable for fraudulent or dishonest conduct, or gross abuse of authority or discretion, with respect to the Company, and such conviction or adjudication has become final and non-appealable. The Employee shall not be deemed to have been terminated for Cause, unless the Company shall have given the Employee (A) notice setting forth, in reasonable detail, the facts and circumstances claimed to provide a basis for termination for Cause, (B) a reasonable opportunity for the Employee, together with his counsel, to be heard before the Board and (C) a notice of termination stating that, in the reasonable judgment of the Board, the Employee was guilty of conduct constituting Cause and specifying the particulars thereof in reasonable detail.

(e) "Change of Control" shall mean:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (an "Acquiring Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 40% or more of either (A) the fully diluted shares of common stock of the Company, as reflected on the Company's financial statements (the "Outstanding Company Common Stock"), or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change of Control: (X) any acquisition by the Company or any "affiliate" of the Company, within the meaning of 17 C.F.R. § 230.405 (an "Affiliate"), (Y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate of the Company or (Z) any acquisition by any entity pursuant to a transaction which complies with clauses (A), (B) and (C) of subsection (iii) of this definition; or

(ii) Individuals who constitute the Incumbent Board cease for any reason to constitute at least a majority of the Board; or

(iii) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then

outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (B) no Person (excluding any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate of the Company, or such corporation resulting from such Business Combination or any Affiliate of such corporation) beneficially owns, directly or indirectly, 40% or more of, respectively, the fully diluted shares of common stock of the corporation resulting from such Business Combination, as reflected on such corporation's financial statements, or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(f) "COBRA" shall mean 29 U.S.C. §§ 1161-1168, as amended from time to time.

(g) "Death" shall mean a death that occurs other than by suicide.

(h) "Disability" shall mean a medically determined physical or mental impairment which qualifies the Employee for benefits under the Company's long-term disability program, provided that the Employee would be considered "disabled" under Treas. Reg. § 1.409A-3(i)(4). An Employee shall not be deemed to have incurred a Disability until such benefits actually become payable (i.e., after any applicable waiting period). If the Company does not maintain a long-term disability program, or if the Employee does not elect coverage under such program, Disability shall have the meaning ascribed to it by Treas. Reg. § 1.409A-3(i)(4).

(i) "Good Reason" shall mean (i) a good faith determination by the Employee that the Company or any of its officers has (A) taken any action which materially and adversely changes the Employee's position (including titles), authority or responsibilities with the Company or reduces the Employee's ability to carry out his duties and responsibilities with the Company or (B) has failed to take any action where such failure results in material and adverse changes in the Employee's position (including titles), authority or responsibilities with the Company or reduces the Employee's ability to carry out his duties and responsibilities with the

Company; (ii) a reduction in the Employee's Base Salary or other forms of compensation (including, without limitation, any equity compensation); or (iii) requiring the Employee to be employed at any location more than 35 miles further from his principal residence than the location at which the Employee was employed immediately preceding the Change of Control, in any case of (i), (ii) or (iii) without the Employee's prior written consent.

(j) "Incumbent Board" shall mean a member of the Board of Directors of the Corporation who is not an Acquiring Person, or an affiliate (as defined in Rule 12b-2 of the Exchange Act) or an associate (as defined in Rule 12b-2 of the Exchange Act) of an Acquiring Person, or a representative or nominee of an Acquiring Person.

(k) "IRS" shall mean the United States Internal Revenue Service.

(l) "Perquisites" shall mean any perquisites provided to the Employee by the Company at any time during the three-year period prior to the Employee's termination of employment, including, without limitation, personal use of a leased automobile, Company-paid country club/dinner club dues, Company-paid airline club dues and Company-paid professional dues.

(m) "Term" shall mean the term of this Agreement as set forth in Section 2.

(n) "Welfare Benefits" shall mean all benefits provided by the Company to its employees pursuant to an "employee welfare benefit plan" as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended.

2. Effective Date; Term. This Agreement shall be effective as of the Effective Date, and shall remain in effect until the Employee's employment with the Company ceases for any reason. Notwithstanding this Section 2, the Company's obligations under this Agreement shall survive the termination of this Agreement if all events giving rise to such obligations (including, without limitation, the Employee's termination of employment under the circumstances described in Section 3(i), (ii) and (iii)) occurred prior to such termination.

3. Obligations of the Company upon Termination. If, during the two year period following the effective date of a Change of Control, the Company terminates the Employee's employment other than for Cause or Disability, or the Employee terminates his employment for Good Reason, or in the event of the Employee Death while in active employment with the Company, or if, during the thirty day period following the two year anniversary of the effective date of a Change of Control, the Employee terminates his employment for any reason, the Company shall pay the compensation and provide the benefits described in this Section 3. Anything in this Agreement to the contrary notwithstanding, if (i) a Change of Control occurs, (ii) the Employee's employment with the Company is terminated by the Company without Cause before the date on which the consummation of the Change of Control occurred, and (iii) it is reasonably demonstrated by the Employee that such termination of employment arose in connection with or in anticipation of a transaction which, if consummated, would constitute a Change of Control (whether or not with respect to the party first coming to the Company's attention), then, for purposes of this Agreement and

notwithstanding any other action taken by the Company or the Employee (including execution of a general release of claims), the Employee's termination shall be deemed to have occurred with Good Reason after consummation of a transaction constituting a Change of Control, and the Company shall pay the compensation and provide the benefits described in this Section 3, subject to a credit for the value of any other post-termination compensation and benefits paid to the Employee without regard to the Employee's rights under this Agreement.

(a) The Company shall pay to the Employee in a lump sum on the first day of the seventh month beginning after Employee's termination of employment:

(i) if not theretofore paid, an amount equal to any portion of the Employee's earned but unpaid Base Salary (including unused but accrued vacation time) through the date of termination of employment; and

(ii) a cash amount equal to three times the sum of:

(A) the Employee's annual Base Salary;

(B) the Employee's Annual Bonus; and

(C) the aggregate value of the Employee's Perquisites.

(b) The Company shall pay to the Employee a pro-rata portion of the target annual bonus (as defined in this paragraph) with respect to the fiscal year in which the Employee's employment terminated, payable on the date that it would have otherwise been paid, but in no event later than March 15th of the year following the year in which it otherwise would have been paid, equal to the product of (i) the Employee's target annual bonus (as defined in this paragraph) for the full year multiplied by (ii) a fraction, the numerator of which is the number of days elapsed from the beginning of the applicable fiscal year to the date of termination and the denominator of which is 365. The target annual bonus is as set forth in the Corporation's Executive Incentive Plan and attached hereto as Exhibit A.

(c) The Company shall provide, for the period of three years following the date of Employee's termination of employment, all Welfare Benefits for the Employee and his dependents and beneficiaries that are at least as favorable in all material respects as the benefits provided to such person immediately preceding the Change of Control and to employees employed by the Company or its successor in positions following the Change of Control that are similar to the position the Employee held immediately prior to the Change of Control ("Similarly Situated Active Employees"); provided, however, that, with respect to this Section 3(c), the Employee shall be required to pay the same share of the cost of such Welfare Benefits as Similarly Situated Active Employees; and provided further that if medical coverage provided to the Employee pursuant to this Section 3(c) would expire later than the date upon which COBRA coverage for the Employee (determined without regard to this Agreement) would expire (the "Normal COBRA Expiration Date"), continued medical coverage provided to the Employee hereunder following the Normal COBRA Expiration Date shall be subject to the reimbursement provisions of Section 9(c) of this Agreement. Notwithstanding anything to the contrary set forth

above, the Company, in its sole discretion, may discontinue any medical plan coverage contemplated hereunder in the event that such continuation is not permitted under or would adversely affect the tax status of the plan or plans of the Company pursuant to which the coverage is provided, in which case the Company shall provide such coverage through insurance or other arrangements.

(d) The Company shall pay to the Employee in a lump sum within 15 days following Employee's termination of employment an amount equal to the sum of (i) matching contributions that the Company would have made to the Company's tax-qualified defined contribution plan on behalf of the Employee had Employee remained an employee of the Company for the three-year period following the date of Employee's termination of employment assuming the Employee contributed to such plan as elective deferral contributions the maximum amount permissible by applicable law and the terms of such plan, and (ii) the additional amount the Employee would have received as a benefit under the Company's tax-qualified defined benefit pension plan had Employee remained an employee of the Company for the three-year period following the date of Employee's termination of employment. The amounts described herein shall be determined under the terms of each respective plan as in effect immediately prior to the effective date of the Change of Control.

(e) The Employee shall continue to be entitled to the rights and benefits described in (i) Section 11 of the Company's Amended and Restated Supplemental Excess Retirement Plan and (ii) the Company's Amended and Restated Stock-Based Award Plan and the award agreements entered into in connection with such Stock-Based Award Plan.

(f) The Company shall provide the Employee with the same retiree medical benefits that were in effect for retirees of the Company immediately prior to the Change of Control, based on the Employee's years of service, including service after the Change of Control; provided, however, that if Employee is less than age 55 on the date of termination of employment, Employee shall be treated for purposes of entitlement to such benefits as if he had attained age 55 prior to such termination.

4. Certain Additional Payments by the Company.

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Employee, or any benefit provided by the Company to the Employee (whether paid or payable or distributed or distributable provided pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 4) (the "Total Payments") would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision) or any interest or penalties are incurred by the Employee with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Employee shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Employee of all taxes with respect to the Gross-Up Payment (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up

Payment, the Employee retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payment.

(b) Notwithstanding anything in Section 4(a) to the contrary, the Gross-Up Payment shall only be made to the Employee if the Total Payments exceed the maximum dollar amount that would be payable to the Employee without application of the Excise Tax by more than fifty thousand dollars ($50,000.00). If the Total Payments exceed the maximum dollar amount that would be payable to the Employee without application of the Excise Tax by an amount which is equal to or less than fifty thousand dollars ($50,000.00), the Total Payments will be limited to the minimum extent necessary to ensure that the Total Payments do not give rise to the Excise Tax.

(c) Subject to the provisions of Section 4(d), all determinations required to be made under this Section 4, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Ernst & Young or such other nationally recognized accounting firm then auditing the accounts of the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Employee within 15 business days of the receipt of notice from the Employee that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, or is unwilling or unable to perform its obligations pursuant to this Section 4, the Employee shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, determined pursuant to this Section 4, shall be paid by the Company to the Employee within five days of the receipt of the Accounting Firm's determination, but in no event later than the latest date consistent with the requirements of Treas. Reg. § 1.409A-3(i)(1)(v) (or any successor provision). Any determination by the Accounting Firm shall be binding upon the Company and the Employee. As a result of the potential uncertainty in the application of Section 4999 of the Code (or any successor provision) at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts its remedies pursuant to Section 4(d) and the Employee thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Employee.

(d) The Employee shall notify the Company in writing of any claim by the IRS that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than 20 business days after the Employee is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Employee shall not pay such claim prior to the expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes

with respect to such claim is due). If the Company notifies the Employee in writing prior to the expiration of such period that it desires to contest such claim, the Employee shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Employee harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 4(d), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Employee to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Employee agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Employee to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Employee, on an interest-free basis, and shall indemnify and hold the Employee harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Employee with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Employee shall be entitled to settle or contest, as the case may be, any other issue raised by the IRS or any other taxing authority.

(e) If, after the receipt by the Employee of an amount advanced by the Company pursuant to Section 4(d), the Employee becomes entitled to receive any refund with respect to such claim, the Employee shall (subject to the Company's complying with the requirements of Section 4(d)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by

the Employee of an amount advanced by the Company pursuant to Section 4(d), a determination is made that the Employee shall not be entitled to any refund with respect to such claim and the Company does not notify the Employee in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

5. Other Compensation and Benefits. The amounts payable under this Agreement in accordance with Sections 3(a), (b), (d), (e) and (f) shall not be reduced on account of any compensation received by the Employee from other employment. From and after the date the Employee is employed by a third party which provides any of the benefits described in Section 3(c), the Company shall not be obligated to provide the benefits to the extent provided by such third party.

6. Legal Fees and Expenses. The Company shall promptly pay all reasonable legal fees and expenses incurred by the Employee in connection with enforcing any right of the Employee pursuant to and afforded by this Agreement upon submission by the Employee to the Company of an invoice (or other similar document) that reasonably describes the fee or expense to be paid; provided, however, that the Employee shall reimburse to the Company the amount of any such legal fees and expenses paid by the Company if, in connection with enforcing any right of the Employee pursuant to and afforded by this Agreement, a duly authorized court of law determines that the Employee's claim was frivolous.

7. Confidential Information. The Employee shall not, during the three-year period following the termination of his employment, disclose any material secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, obtained by the Employee during his employment by the Company or any of its affiliated companies and which is not otherwise public knowledge. In no event shall an asserted violation of the provisions of this Section 7 constitute a basis for deferring or withholding any amounts or benefits otherwise payable to the Employee under this Agreement.

8. Release from Other Severance Benefits; COBRA. This Agreement represents the Employee's exclusive right to severance benefits in the event of his termination of employment with the Company on or after a Change of Control. The Employee hereby waives and releases the Company from the obligation to pay any severance benefits to the Employee on account of a termination of employment on or after a Change of Control, under any termination or severance policy of the Company other than this Agreement. To the extent that the obligation of the Company to provide medical benefits pursuant to Section 3(c) is fulfilled, the period in which such medical benefits are provided shall be credited towards the continued health care coverage required to be offered to the Employee by COBRA, to the extent allowable under COBRA and the regulations promulgated thereunder. In the event that no payment or benefits are required pursuant to Sections 3(a) and (c), the Employee rescinds any such waiver and release. Except for payments provided pursuant to the Company's formal severance policy, if any, the benefits and payments to be provided by this Agreement will not reduce or eliminate any benefits or payments of any kind whatsoever that are to be provided to the Employee,

including but not limited to, under any vacation policy, defined benefit retirement plan, defined contribution retirement plan, and the Company's Supplemental Excess Retirement Plan.

9. Section 409A.

(a) Notwithstanding any other provision of this Agreement to the contrary, any payment or benefit described in Section 3 that represents a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended from time to time ("Code"), and its implementing regulations and guidance ("Section 409A"), shall only be paid or provided to the Employee upon his termination of employment if such termination of employment is a "separation from service" (as that term is defined in Treas. Reg. § 1.409A-1(h)). To the extent that the Employee's termination of employment is not such a "separation from service," such payments will commence as soon as a "separation from service" occurs.

(b) To the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A to payments due the Employee upon or following his separation from service, then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due within six months following the Employee's termination of employment will be deferred (without interest) and paid to the Employee in a lump sum immediately following that six month period. This provision shall not be construed as preventing payments pursuant to Section 3 hereof provided such payments do not give rise to an excise tax under Section 409A, in which case payment shall be made as otherwise contemplated by Section 3.

(c) Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Agreement does not constitute a "deferral of compensation" within the meaning of Section 409A, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to the Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to the Employee in any other calendar year, (ii) the reimbursements for expenses for which the Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

(d) Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to the Employee that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A are intended to comply with Section 409A. If, however, any such benefit or payment is deemed to not comply with Section 409A, the Company and the Employee agree to renegotiate in good faith any such benefit or payment (including, without limitation, as to the timing of any severance payments payable hereof) so that either (i) Section 409A will not apply or (ii) compliance with Section 409A will be achieved.

10. Successors.

(a) This Agreement is personal to the Employee and, without the prior written consent of the Company, shall not be assignable by the Employee otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee's legal representatives. Notwithstanding anything herein to the contrary, the Employee may designate a beneficiary to receive the benefits payable under this Agreement. Such beneficiary designation must be made in writing and received by the Corporation's Corporate Secretary prior to the commencement of any payments under this Agreement.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors. The Company shall cause any successor to its business, in any transaction in which this Agreement would not be assumed by such successor by operation of law, to assume this Agreement by contract.

11. Miscellaneous.

(a) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, applied without reference to principles of conflict of laws.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, or overnight delivery service requiring acknowledgement of receipt, addressed as follows:

If to the Employee: _____
_____
_____

If to the Company: Martin Marietta Materials, Inc.
2710 Wycliff Road
Raleigh, North Carolina 27607
Attention: Senior Vice President, General Counsel and Corporate Secretary

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(c) Tax Withholding. The Company may withhold from any amounts payable under this Agreement such Federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Employee has hereunto set his hand and the Company has caused this Agreement to be executed in its name on its behalf, as of the day and year first above written.

MARTIN MARIETTA MATERIALS, INC.

By: _____
Stephen P. Zelnak, Jr.
Chairman and Chief Executive Officer

[SEAL]

EMPLOYEE

_____
[Name]

EXHIBIT A

TARGET ANNUAL BONUS

RESPONSIBILITY LEVEL	*TARGET INCENTIVE AWARD (% OF ANNUAL SALARY)*

MARTIN MARIETTA MATERIALS, INC.
AMENDED AND RESTATED
SUPPLEMENTAL EXCESS RETIREMENT PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE OF PLAN

The Martin Marietta Materials, Inc. Supplemental Excess Retirement Plan ("Plan") is hereby established by Martin Marietta Materials, Inc., a North Carolina corporation (the "Corporation"). The purpose of this Plan is to provide additional, supplemental benefits to employees of Martin Marietta Materials, Inc. and certain of its subsidiaries or affiliates to replace vested retirement and death benefits that would otherwise be payable under certain other retirement plans of the Corporation and such subsidiaries or affiliates but for:

(1) the limitations of Sections 401(a)(17) and 415 of the Internal Revenue Code of 1986, as amended ("Code"); and

(2) the incidental death benefit rule of Treas. Reg. § 1.401-1(b)(1)(i).

Lockheed Martin Corporation, as successor to Martin Marietta Corporation, maintained the Martin Marietta Corporation Supplemental Excess Retirement Plan (the "Martin Marietta Corporation Plan") effective September 28, 1978. This Plan is intended to supersede and replace the Martin Marietta Corporation Plan with respect to Employees covered by this Plan.

This Plan is intended to be unfunded and is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

SECTION 2. DEFINITIONS

The following terms as used in this Plan shall have the following meanings:

"Administrator" (within the meaning of Section 3(16)(A) of ERISA) means Martin Marietta Materials, Inc. Martin Marietta Materials, Inc.'s responsibilities as Administrator, under this Plan and under law, shall, except as otherwise provided in this Plan, be carried out by or under the supervision of a Benefit Plan Committee appointed by and serving at the pleasure of Martin Marietta Materials, Inc.

"Base Salary" means the highest annual rate of base salary that the Employee receives from the Corporation or its affiliates in any pay period within the twelve-month period ending on the date of a Change of Control.

"Board" means the Board of Directors of the Corporation.

"Cause" means the Employee's having been convicted in a court of competent jurisdiction of a felony or has been adjudged by a court of competent jurisdiction to be liable for

fraudulent or dishonest conduct, or gross abuse of authority or discretion, with respect to the Company, and such conviction or adjudication has become final and non-appealable. The Employee shall not be deemed to have been terminated for Cause, unless the Corporation shall have given the Employee (A) notice setting forth, in reasonable detail, the facts and circumstances claimed to provide a basis for termination for Cause, (B) a reasonable opportunity for the Employee, together with his counsel, to be heard before the Board and (C) a notice of termination stating that, in the reasonable judgment of the Board, the Employee was guilty of conduct set forth in the preceding sentence, and specifying the particulars thereof in reasonable detail.

"Change of Control" means:

(i) The acquisition on or after October 18, 1996 by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (an "Acquiring Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 40% or more of either (A) the fully diluted shares of common stock of the Corporation, as reflected on the Corporation's financial statements (the "Outstanding Corporation Common Stock"), or (B) the combined voting power of the then outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the "Outstanding Corporation Voting Securities"); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change of Control: (X) any acquisition by the Corporation or any "affiliate" of the Corporation, within the meaning of 17 C.F.R. § 230.405 (an "Affiliate"), (Y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any Affiliate of the Corporation or (Z) any acquisition by any entity pursuant to a transaction which complies with clauses (A), (B) and (C) of subsection (iii) of this definition; or

(ii) Individuals who constitute the Incumbent Board cease for any reason to constitute at least a majority of the Board; or

(iii) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation (a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Corporation Common Stock and Outstanding Corporation Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Corporation Common Stock and Outstanding Corporation Voting Securities, as the case may be, and (B) no Person (excluding any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any Affiliate of the Corporation, or such corporation resulting from such Business Combination or any Affiliate of

such corporation) beneficially owns, directly or indirectly, 40% or more of, respectively, the fully diluted shares of common stock of the corporation resulting from such Business Combination, as reflected on such corporation's financial statements, or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) Approval by the shareholders of the Corporation of a complete liquidation or dissolution of the Corporation.

"Corporation" means Martin Marietta Materials, Inc.

"Death" means a death that occurs other than by reason of suicide.

"Disability" means a medically determined physical or mental impairment that qualifies the Employee for benefits under the Company's long-term disability program, provided that the Employee would be considered "disabled" under Treas. Reg. § 1.409A-3(i)(4)**.** An Employee shall not be deemed to have incurred a Disability until such benefits actually become payable (i.e., after any applicable waiting period). If the Corporation does not maintain a long-term disability program, or if the Employee does not elect coverage under such program, Disability shall have the meaning ascribed to it by Treas. Reg. § 1.409A-3(i)(4)**.**

"Employee" means a person employed by the Corporation or a subsidiary or affiliate and who is a participant of a Retirement Plan of the Corporation.

"Good Reason" means (i) a good faith determination by the Employee that the Corporation or any of its officers has (A) taken any action which materially and adversely changes the Employee's position (including titles), authority or responsibilities with the Corporation or reduces the Employee's ability to carry out his duties and responsibilities with the Corporation or (B) has failed to take any action where such failure results in material and adverse changes in the Employee's position, (including titles), authority or responsibilities with the Corporation or reduces the Employee's ability to carry out his duties and responsibilities with the Corporation; (ii) a reduction in the Employee's Base Salary or other forms of compensation (including, without limitation, any equity compensation)**;** or (iii) requiring the Employee to be employed at any location more than 35 miles further from his principal residence than the location at which the Employee was employed immediately preceding the Change of Control, in any case of (i), (ii) or (iii) without the Employee's prior written consent.

"Incumbent Board" means a member of the Board of Directors of the Corporation who is not an Acquiring Person, or an affiliate (as defined in Rule 12b-2 of the Exchange Act) or an associate (as defined in Rule 12b-2 of the Exchange Act) of an Acquiring Person, or a representative or nominee of an Acquiring Person.

"Lump Sum Value" means the actuarial present value of a Participant's benefits based upon the assumptions used to determine lump sum value under the applicable provisions of the Retirement Plan for the purpose of determining whether the Retirement Plan benefit shall be paid in a lump-sum settlement, provided that for the purposes of this Plan the applicable look-back month shall be second calendar month immediately preceding the calendar month that contains the annuity starting date for the distribution**.** Notwithstanding anything in this Plan to the contrary, the Corporation cannot amend this Plan to revise the definition of "Lump Sum Value" or to revise any of the assumptions, components or inputs used to calculate Lump Sum Value.

"Participant" means an Employee to whom this Plan applies as provided in Section 3 or, (except as otherwise prohibited by the context) upon and following such Participant's death, his surviving spouse or beneficiary(ies), if any, with respect to any death benefit payable to them under this Plan.

"Retirement Plan" means the Martin Marietta Materials, Inc. Pension Plan for Salaried Employees as in effect from time to time (including such plan as it may be renamed and including any successor plan thereto for salaried employees or the portion of a plan which portion is a separate benefit structure for salaried employees and is a successor thereto).

"Termination of Employment" means any cessation of a Participant's employment by the Corporation that constitutes a "separation from service" within the meaning of Treas. Reg. 1.409A-1(h), including any such cessation by reason of death, which shall be deemed to occur immediately following the date on which the Participant separates from service.

"Tier One Participants" means the Participants listed on Exhibit A to this Plan.

SECTION 3. ELIGIBILITY

This Plan shall apply to any Employee who is a participant in the Retirement Plan and whose benefits under the Retirement Plan are limited or reduced by the limitations of Section 401(a)(17) or 415 of the Code, and, in the case of death, whose death benefits under the Retirement Plan are limited or reduced by the incidental death benefit rule of Treas. Reg. § 1.401-1(b)(1)(i).

SECTION 4. AMOUNT OF BENEFITS

4.1 A Participant shall receive a retirement from this Plan equal to the excess, if any, of (1) the benefit (adjusted by Section 11 if applicable) that would have been paid under the Retirement Plan (as the same may be in effect from time to time) if the Retirement Plan did not include the limitations imposed by Sections 401(a)(17) and 415 of the Code over (2) the benefit actually payable under the Retirement Plan.

4.2 The designated Retirement Plan beneficiary of a Participant who is entitled to receive a death benefit under Article VIII, Pre-Retirement Death Benefit, of the Retirement Plan shall receive a lump sum pre-retirement death benefit from this Plan equal to the excess, if any, of (1) the lump sum pre-retirement death benefit which would have been paid to such designated

beneficiary pursuant to the Retirement Plan if such payment were not limited by (i) Section 401(a)(17) of the Code and (ii) the incidental death benefit rule of Treas. Reg. § 1.401-1(b)(1)(i) (as interpreted in Revenue Ruling 85-15) over (2) the lump sum death benefit actually payable under Article VIII of the Retirement Plan.

4.3 The surviving spouse of a Participant who is entitled to receive a death benefit under Article VII, Pre-Retirement Surviving Spouse Benefit, of the Retirement Plan shall receive a lump sum pre-retirement death benefit actuarially equivalent to the pre-retirement surviving spouse annuity from this Plan equal to the excess, if any, of (1) the pre-retirement surviving spouse annuity benefit which would have been paid to such surviving spouse pursuant to the Retirement Plan if such payment were not limited by (i) Sections 401(a)(17) and 415 of the Code and (ii) the incidental death benefit rule of Treas. Reg. § 1.401-1(b)(1)(i) (as interpreted in Revenue Ruling 85-15) over (2) the pre-retirement surviving spouse annuity benefit actually payable under Article VII of the Retirement Plan.

4.4 In no event shall the computation of benefits under this Plan take into account any service performed by a Participant after separation from employment with the Corporation or its subsidiaries and affiliates. (This limitation is not intended to prevent the addition of years of credited service as provided in Section 11.)

4.5 Benefits shall be payable under this Plan only to Participants who retire or otherwise terminate employment from the Corporation or any designated subsidiary or affiliate after the effective date of this Plan or, with respect to death benefits under Sections 4.2 and 4.3, who die after the effective date of this Plan. (Any former Employee who was covered under the Martin Marietta Corporation Plan and whose benefits commenced prior to such effective date under the Martin Marietta Corporation Plan shall continue to receive from this Plan the same benefits such former Employee was receiving under the Martin Marietta Corporation Plan.) The benefit payable to or with respect to a Participant under this Plan shall be determined based on the Participant's entire Retirement Plan benefit without distinction as to what part of such benefit, if any, may have accrued before and what part after the effective date of this Plan.

4.6 Except as otherwise provided in Section 11.3, a Participant shall be entitled to receive vested retirement and death benefits under this Plan if and only if the Participant's retirement benefit under the Retirement Plan is vested.

SECTION 5. PAYMENTS OF BENEFITS

5.1 Any benefit payable under the Plan shall be paid upon the lapse of six months following the Participant's Termination of Employment in the form of a cash lump sum payment equal to the Lump Sum Value of the benefits as of the date of such Termination of Employment.

5.2 If the Lump Sum Value of the benefit under this Plan and any other deferred amounts under agreements, methods, programs, or other arrangements treated with the Plan as a single nonqualified deferred compensation plan under Treas. Reg. 1.409A-1(c)(2) is not greater than the applicable dollar amount under Section 402(g)(1)(B) of the Code as of the Participant's Termination of Employment (or at such other time determined by the Administrator in its discretion), the Participant's benefit under this Plan shall be paid out in a cash lump sum as soon

as practicable following the Participant's Termination of Employment (or such other time determined by the Plan Administrator).

5.3 Any amount required to be withheld under applicable Federal, state and local income tax laws shall be withheld from any payments under this Plan and the amount of the payments shall be reduced by the amount so withheld.

5.4 All payments under this Plan shall be made from the general funds of the Corporation. The Corporation may, at its discretion, establish a trust to hold assets from which benefits payments may be made. This Plan is intended in all events to be unfunded within the meaning of ERISA and for all purposes under the Code.

SECTION 6. BENEFICIARY DESIGNATION

The Participant may designate a beneficiary to receive after the Participant's death any benefit payment to be made after the Participant's death, which beneficiary is different from the person who is receiving the Retirement Plan. Such beneficiary designation must be made and received by the Administrator prior to the Participant's death. In the absence of such a designation, the benefits shall be paid to same person who is receiving the Retirement Plan benefits.

SECTION 7. AMENDMENT AND TERMINATION

The Corporation may:

(1) terminate this Plan with respect to future Participants or future benefit accruals for current Participants; and

(2) amend this Plan in any respect, at any time (except that the definition of "Lump Sum Value" and any of the assumptions, components or inputs used to calculate Lump Sum Value may not be amended**).**

However, without the agreement of the Participant, no such termination or amendment may reduce the amount of any then accrued benefit of any Participant or otherwise diminish the rights of any Participant with respect to such accrued benefit and any such purported termination or amendment shall be void. The prohibition against reduction in the accrued benefit shall not be interpreted in any manner that would result in a Participant, beneficiary or surviving spouse actually receiving from the Retirement Plan and this Plan, combined, a benefit greater than such person would be entitled to receive under the Retirement Plan alone (except as a result of Section 13) if the limitations of Sections 401(a)(17) and 415 of the Code and the incidental death benefit rule of Treas. Reg. § 1.401-1(b)(1)(i) (as interpreted in Revenue Ruling 85-15) did not apply.

SECTION 8. ADMINISTRATION

8.1 The Corporation is the plan sponsor under Section 3(16)(B) of ERISA.

8.2 The Administrator is the named fiduciary of this Plan and as such shall have the authority to control and manage the operation and administration of this Plan except as otherwise expressly provided in this plan document. The named fiduciary may designate persons other than the named fiduciary to carry out fiduciary responsibilities under this Plan.

8.3 The Administrator has the authority (without limitation as to other authority) to delegate its duties to agents and to make rules and regulations that it believes are necessary or appropriate to carry out this Plan.

8.4 The Administrator has the discretion as a Plan fiduciary (i) to interpret and construe the terms and provisions of this Plan (including any rules or regulations adopted under this Plan), (ii) to determine eligibility to participate in this Plan and (iii) to make factual determinations in connection with any of the foregoing. A decision of the Administrator with respect to any matter pertaining to this Plan including without limitation the Employees determined to be Participants, the benefits payable, and the construction or interpretation of any provision thereof, shall be conclusive and binding upon all interested persons.

SECTION 9. CLAIMS PROCEDURE

9.1 A Participant with an interest in this Plan shall have the right to file a claim for benefits under this Plan and to appeal any denial of a claim for benefits. Any request for a Plan benefit or to clarify the Participant’s rights to future benefits under the terms of this Plan shall be considered to be a claim.

9.2 A claim for benefits will be considered as having been made when submitted by the Participant (or by such claimant’s authorized representative) to the Administrator. No particular form is required for the claim, but the written claim must identify the name of the claimant and describe generally the benefit to which the claimant believes he is entitled. The claim may be delivered personally during normal business hours or mailed to the Administrator.

9.3 The Administrator will determine whether, or to what extent, the claim may be allowed or denied under the terms of this Plan. If the claim is wholly or partially denied, the claimant shall be so informed by written notice within 90 days after the day the claim is submitted unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. Such extension may not exceed an additional 90 days from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to render the final decision. If written notice of denial of a claim (in whole or in part) is not furnished within the initial 90-day period after the claim is sent to the Administrator (or, if applicable, the extended 90-day period), the claimant shall consider that his claim has been denied just as if he had received actual notice of denial.

9.4 The notice informing the claimant that his claim has been wholly or partially denied shall be written in a manner calculated to be understood by the claimant and shall include:

(1) The specific reason(s) for the denial.

(2) Specific reference to pertinent Plan provisions on which the denial is based.

(3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

(4) Appropriate information as to the steps to be taken if the Participant or beneficiary wishes to submit his claim for review.

9.5 If the claim is wholly or partially denied, the claimant (or his authorized representative) may file an appeal of the denied claim with the Administrator requesting that the claim be reviewed. The Administrator shall conduct a full and fair review of each appealed claim and its denial. Unless the Administrator notifies the claimant that due to the nature of the benefit and other attendant circumstances he is entitled to a greater period of time within which to submit his request for review of a denied claim, the claimant shall have 60 days after he (or his authorized representative) receives written notice of denial of his claim within which such request must be submitted to the Administrator.

9.6. The request for review of a denied claim must be made in writing. In connection with making such request, the claimant or his authorized representative may:

(1) Review pertinent documents.

(2) Submit issues and comments in writing.

9.7 The decision of the Administrator regarding the appeal shall be promptly given to the claimant in writing and shall normally be given no later than 60 days following the receipt of the request for review. However, if special circumstances (for example, if the Administrator decides to hold a hearing on the appeal) require a further extension of time for processing, the decision shall be rendered as soon as possible, but no later than 120 days after receipt of the request for review. However, if the Administrator holds regularly scheduled meetings at least quarterly, a decision on review shall be made by no later than the date of the meeting which immediately follows the Administrator’s receipt of a request for review, unless the request is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Administrator’s receipt of the request for review. If special circumstances (for example, if the Administrator decides to hold a hearing on the appeal) require a further extension of time for processing, the decision shall be rendered as soon as possible, but no later than the third meeting following the Administrator’s receipt of the request for review. If special circumstances require that the decision will be made beyond the initial time for furnishing the decision, written notice of the extension shall be furnished to the claimant (or his authorized representative) prior to the commencement of the extension. The decision on review shall be in writing and shall be furnished to the claimant or to his authorized representative within the appropriate time for the decision. If a written decision on review is not furnished within the appropriate time, the claim shall be deemed to have been denied on appeal.

9.8 The Administrator may, in its sole discretion, decide to hold a hearing if it determines that a hearing is necessary or appropriate in order to make a full and fair review of the appealed claim.

9.9 The decision on review shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based.

9.10 A Participant must exhaust his rights to file a claim and to request a review of the denial of his claim before bringing any civil action to recover benefits due to him under the terms of this Plan, to enforce his rights under the terms of this Plan, or to clarify his rights to future benefits under the terms of this Plan.

9.11 The Administrator shall exercise its responsibility and authority under this claims procedure as a fiduciary and, in such capacity, shall have the discretionary authority and responsibility (1) to interpret and construe this Plan and any rules or regulations under this Plan, (2) to determine the eligibility of Employees to participate in this Plan, and the rights of Participants to receive benefits under this Plan, and (3) to make factual determinations in connection with any of the foregoing.

SECTION 10. GENERAL PROVISIONS

10.1 Nothing in this Plan shall be deemed to give any person the right to remain in the employ of the Corporation, its subsidiaries or affiliates or affect the right of the Corporation to terminate any Participant’s employment with or without cause.

10.2 No right or interest of any person entitled to a benefit under this Plan shall be subject to voluntary or involuntary alienation, assignment, or transfer of any kind.

10.3 This Plan shall be construed and administered in accordance with the laws of the State of North Carolina to the extent that such laws are not preempted by Federal law.

SECTION 11. CHANGE OF CONTROL

11.1 In the event of a Change of Control, the Participant’s benefits under this Plan shall be determined by taking into account the rules of Section 11.2 through 11.5 (including Appendix I).

11.2 If, during the two year period following the effective date of a Change in Control, the Corporation terminates the Participant’s employment other than for Cause or Disability, or the Participant terminates his employment for Good Reason, or in the event of the Employee’s Death while in active employment with the Company, or for Tier One Participants, if during the thirty day period following the two year anniversary of the effective date of a Change of Control the Participant terminates his employment for any reason, then the Participant’s benefits under this Plan shall be determined and paid (i) as provided in Sections 11.3 through 11.5 if the Participant is a party to an Employment Protection Agreement with the Corporation**,** and (ii) as

provided in Section 11.5 if the Participant does not have an Employment Protection Agreement with the Corporation. The application of the provisions of Sections 11.3, 11.4 and 11.5 are illustrated by the examples in Appendix I, which shall be deemed to be a part of this Plan. If for any reason benefits are not payable under this Section 11, this Section 11 shall in no way apply to or restrict the payment of benefits otherwise provided for under this Plan. For example, if following a Change in Control the Corporation terminates the Participant's employment for Cause, then notwithstanding that the Participant shall not have his benefits determined and paid under this Section 11, the Participant shall continue to be entitled to his benefits as otherwise provided under this Plan.

11.3 For the purpose of determining the benefit under Section 4.1, the benefit that would have been paid under the Retirement Plan (but for the limitations of Sections 401(a)(17) and 415 of the Code) shall be determined by taking into account (i) the amount of the Employee's lump sum payment under Section 3(a) of the Employee's Employment Protection Agreement with the Corporation, as provided in Section 11.4, and (ii) additional years of credited service equal to the number ("multiplier") that is multiplied by the Employee's annual base salary and annual bonus (both as defined in the Employee's Employment Protection Agreement) to determine the amount of the payment under Section 3(a) of such Employment Protection Agreement. Such additional years of credited service shall be taken into account for vesting purposes under the Plan. In addition, for a Participant who is a party to an Employment Protection Agreement, there shall be no reduction for benefit commencement prior to age 65 and as early as age 55 on the net benefit (after reduction for the payment under the Retirement Plan) payable under this Plan.

11.4 The lump sum payment shall be taken into account by dividing the amount of the lump sum payment by the multiplier and by treating the Employee as having additional pensionable earnings, for the purpose of determining the Participant's final-average pensionable earnings, equal to such amount for a number of additional calendar years equal to the multiplier. Moreover, such additional calendar years shall extend the number of calendar years taken into account in determining final-average pensionable earnings.

11.5 The Participant shall receive a cash lump sum payment equal to the Lump Sum Value of the benefits determined as of the Participant's earliest retirement date (age 55 or current age if older) under this Plan. The actuarial present value shall be based on the mortality table applicable under the Retirement Plan determined as of the date of the Participant's termination of employment and based on an interest rate of 0.0 percent. Such lump sum payment shall be paid to the Participant upon the lapse of six months following the Participant's Termination of Employment.

11.6 In the event of a Change of Control, then with respect to any matter involving or relating to a disputed benefit under this Plan, all administrative decisions, determinations, and interpretations, administrative rules, claims decisions and the like shall be made on behalf of the Administrator only by a majority of the Incumbent Board, provided that the Incumbent Board then constitutes a majority of the Board. If the Incumbent Board does not then constitute a majority of the Board, then the Incumbent Board shall appoint an administrator who cannot be removed by the Corporation and such administrator shall make any such

decisions, determinations, interpretations and rules. The decisions made by the administrator shall be final and binding on the parties**.** The Corporation shall promptly pay all reasonable legal fees and expenses incurred by the Participant with respect to any matter involving or relating to a disputed benefit under this Plan upon submission by the Participant to the Corporation of an invoice (or other similar document) that reasonably describes the fee or expense to be paid; provided, however, that the Participant shall reimburse to the Corporation the amount of any such legal fees and expenses paid by the Corporation if, with respect to any matter involving or relating to a disputed benefit under this Plan, a duly authorized court of law determines that the Participant's claim was frivolous**.**

SECTION 12. COMMUTATION OF BENEFITS

If, as a result of a failure of this Plan to meet the requirements of Section 409A of the Code and the Treasury Regulations promulgated thereunder, any benefit payment (or the value thereof) hereunder becomes taxable to a person prior to the time the benefit payment is actually received by such person, the Corporation shall accelerate the payment of an amount of such benefits to such person equal to the amount that is required to be included in the income of such person as a result of such failure. This Section 12 is intended to comply with, and shall at all times be construed as complying with, Treas. Reg. 1.409A-3(j)(4)(vii).

This Plan was originally effective as of October 18, 1996, which date shall be referred to as the effective date of this Plan. This amended and restated plan document has been adopted this 13th day of August, 2008.

MARTIN MARIETTA MATERIALS, INC.
AMENDED AND RESTATED
SUPPLEMENTAL EXCESS RETIREMENT PLAN

APPENDIX I

Example One. The application of Sections 11.3 and 11.4 is illustrated by the following example**.** Assume that the Employee's lump sum payment under Section 3(a) of the Employee's Employment Protection Agreement is three times the Employee's annual base salary and annual bonus. The multiplier, therefore, is three **(**3). Assume that the Employee's lump sum payment under Section 3(a) of the Employment Protection Agreement is $500,000. The Employee shall be entitled to three **(**3**)** additional calendar years of pensionable earnings of $250,000 each. Assume that the Retirement Plan provides that the Employee's final-average pensionable earnings thereunder is the average of the annual pensionable earnings for the five (5) consecutive calendar years selected from the most recent ten (10) consecutive calendar years that would provide the highest average. Assume that without regard to this Plan the Participant's pensionable earnings under the Retirement Plan for the ten (10) most recent consecutive calendar years are:

Year 1	=	$ 190,000
Year 2	=	$ 195,000
Year 3	=	$ 200,000
Year 4	=	$ 195,000
Year 5	=	$ 210,000
Year 6	=	$ 220,000
Year 7	=	$ 220,000
Year 8	=	$ 250,000
Year 9	=	$ 250,000
Year 10	=	$ 240,000

Under the Retirement Plan, the Participant's final-average pensionable earnings would be the average of his pensionable earnings for years 6 through 10, or $236,000. For the purpose of determining the benefit under Section 4.1 of this Plan, the benefit that would have been paid under the Retirement Plan (but for the limitations of Sections 401(a)(17) and 415 of the Code) shall be determined by taking into account pensionable earnings of $250,000 for each of three additional years, Year 11, Year 12 and Year 13, without dropping Year 1, Year 2 and Year 3, with the result that Participant's final-average pensionable earnings would be the average of his pensionable earnings for Years 9 through 13, or $248,000 (the highest 5 consecutive calendar years out of the most recent 12 years). Assume that without regard to this Plan the Participant would have 19 years of credited service under the Retirement Plan. For the purpose of determining the benefit under Section 4.1 of this Plan, the benefit that would have been paid under the Retirement Plan (but for the limitations of Sections 401(a)(17) and 415 of the Code) shall be determined by treating the Participant as having 22 years of credited service (19 years plus 3 years (from the multiplier)). Assume that the annual retirement benefit provided under the Retirement Plan is 0.0175 multiplied by the Participant's final-average pensionable earnings multiplied by the Participant's years of credited service. Under the Retirement Plan the

Participant's annual benefit disregarding Sections 401(a)(17) and 415 of the Code would be: $236,000 X 19 X 0.0175 = $78,470. Assume that the Participant's annual benefit under the Retirement Plan taking into account the limitations of Sections 401(a)(17) and 415 of the Code would be: $195,000 X 19 X 0.0175 = $64,837.50. Then, the Participant's annual benefit under this Plan would be: ($248,000 X 21 X 0.0175) or $95,480 minus $64,837.50 = $30,642.50 commencing as of the Participant's earliest retirement date (age 55); note that no reduction is applied on the net benefit ($30,642.50) for commencement as early as age 55.

Example Two. The application of Section 11.5 is illustrated by the following example. Assume that the Participant in Example One terminated employment at age 49. Assume that under the mortality table then in effect under the Retirement Plan, the actuarial present value factor at age 49 of annual benefits commencing at age 55 is 26.5. The amount of the Participant's lump sum payment at age 49 under this Plan would be 26.5 X $30,642.50 = $812,026.25.

Example Three. The application of Section 11.5 is further illustrated by the following example. Assume the same facts as in Example One and Example Two, except that the Participant did not have an Employment Protection Agreement. Under the Retirement Plan the Participant's annual benefit commencing at age 65 and disregarding Sections 401(a)(17) and 415 of the Code would be $236,000 x 19 x 0.0175 = $78,470.00. The annual benefit commencing at age 65 under the Retirement Plan taking into account the limitations of Sections 401(a)(17) and 415 of the Code would be $195,000 x 19 x 0.0175 = $64,837.50. Assume that the reduction factor for benefits commencing at age 55 is 0.64. Then the annual benefit commencing at age 55 under this Plan would be ($78,470.00 — $64,837.50) x 0.64 = $8,724.80 and the amount of the Participant's lump sum payment at age 49 under this Plan would be 26.5 x $8,724.80 = $231,207.20.

MARTIN MARIETTA MATERIALS, INC.
AMENDED AND RESTATED
SUPPLEMENTAL EXCESS RETIREMENT PLAN

EXHIBIT A

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