
**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): June 20, 2014

Martin Marietta Materials, Inc.

(Exact name of registrant as specified in charter)

North Carolina
(State or Other Jurisdiction of Incorporation)

1-12744
(Commission File No.)

56-1848578
(I.R.S. Employer Identification No.)

2710 Wycliff Road, Raleigh, North Carolina
(Address of Principal Executive Offices)

27607
(Zip Code)

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

Not applicable
(Former name or former address, if changed since last report)

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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item Entry into a Material Definitive Agreement.
1.01

As previously announced, on January 27, 2014, Martin Marietta Materials, Inc., a North Carolina corporation (“Martin Marietta”), Texas Industries, Inc., a Delaware corporation (“TXI”), and Project Holdings, Inc., a North Carolina corporation and a wholly owned subsidiary of Martin Marietta (“Merger Sub”), entered into an Agreement and Plan of Merger, pursuant to which Merger Sub will merge with and into TXI (the “Merger”), with TXI surviving the Merger as a wholly owned subsidiary of Martin Marietta. Upon consummation of the Merger, Martin Marietta currently expects to redeem TXI’s 9 ¼% Senior Notes due 2020 (the “TXI Notes”) and to satisfy and discharge the related indenture.

As previously announced, Martin Marietta has a trade receivables securitization facility backed by trade receivables originated by Martin Marietta and certain of its subsidiaries. On April 18, 2014, Martin Marietta and its wholly owned subsidiary, Martin Marietta Funding LLC (“MM Funding”), entered into the Second Amendment to its Credit and Security Agreement with SunTrust Bank dated as of April 19, 2013, to extend the termination date of the facility to September 30, 2014. The facility bears interest at one-month LIBOR plus a margin. As of March 31, 2014, the trade receivables facility was fully drawn. On June 20, 2014, MM Funding received a commitment letter (the “Commitment Letter”) from SunTrust Bank agreeing to increase the amount of the facility by an additional \$100.0 million to a total of \$250.0 million on July 1, 2014. Martin Marietta expects to fully draw the incremental \$100.0 million on or shortly after the date it consummates the Merger in order to partially fund the redemption of the TXI Notes, and for general working capital purposes.

The foregoing description of the Commitment Letter does not purport to be complete and is qualified in its entirety by reference to the Commitment Letter which is attached as Exhibit 10.1 to this Current Report on Form 8-K and which is incorporated by reference herein.

Additionally, as previously announced, on June 23, 2014, Martin Marietta entered into an amendment to the credit agreement governing its revolving credit facility (the “Amendment”) in order to (i) amend the definition of “Consolidated EBITDA” therein to permit certain Merger-related transaction expenses to be added back in the determination of Consolidated EBITDA and (ii) amend the required levels in the leverage ratio financial covenant therein for the quarter ending September 30, 2014, which is tested as of the last day of each fiscal quarter.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment which is attached as Exhibit 10.2 to this Current Report on Form 8-K and which is incorporated by reference herein.

Cautionary Statements Regarding Forward-Looking Statements

Certain statements in this communication regarding the proposed acquisition of TXI by Martin Marietta, the expected timetable for completing the transaction, benefits and synergies of the transaction, future opportunities for the combined company and products and any other statements regarding Martin Marietta’s and TXI’s future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts are “forward-looking” statements made within the meaning of Section 21E of the Securities Exchange Act of 1934. These statements are often, but not always, made through the use of words or phrases such as “may”, “believe”, “anticipate”, “could”, “should”, “intend”, “plan”, “will”, “expect(s)”, “estimate(s)”, “project(s)”, “forecast(s)”, “positioned”, “strategy”, “outlook” and similar expressions. All such forward-looking statements involve estimates and assumptions that are subject to risks, uncertainties and other factors that could cause actual results to differ materially from the results expressed in the statements. Among the key factors that could cause actual results to differ materially from those projected in the forward-looking statements are the following: the parties’ ability to consummate the transaction; the conditions to the completion of the transaction, including the receipt of approval of both Martin Marietta’s shareholders and TXI’s stockholders; the regulatory approvals required for the transaction not being obtained on the terms expected or on the anticipated schedule; the parties’ ability to meet expectations regarding the timing, completion and accounting and tax treatments of the transaction; the possibility that the parties may be unable to achieve expected synergies and operating efficiencies in connection with the transaction within the expected time-frames or at all and to successfully integrate TXI’s operations into those of Martin Marietta; the integration of TXI’s operations into those of Martin Marietta being more difficult, time-consuming or costly than expected; operating costs, customer loss and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, clients or suppliers) being greater than expected following the transaction; the retention of certain key employees of TXI being difficult; Martin Marietta’s and TXI’s ability to adapt its services to changes in technology or the marketplace; Martin Marietta’s and TXI’s ability to maintain and grow its relationship with its customers; levels of construction spending in the markets; a decline in the commercial component of the nonresidential construction market and the subsequent impact on construction activity; a slowdown in residential construction recovery; unfavorable weather conditions; a widespread decline in aggregates pricing; changes in the cost of raw materials, fuel and energy and the availability and cost of construction equipment in the United States; the timing and amount of federal, state and local transportation and infrastructure funding; the ability of states and/or other entities to finance approved projects either with tax revenues or alternative financing structures; and changes to and the impact of the laws, rules and regulations (including environmental laws, rules and regulations) that regulate Martin Marietta’s and TXI’s operations. Additional information concerning these and other factors can be found in Martin Marietta’s and TXI’s filings with the Securities and Exchange Commission (“SEC”), including Martin Marietta’s and TXI’s most recent Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. These risks, as well as other risks associated with Martin Marietta’s proposed acquisition of TXI are also more fully discussed in the definitive joint proxy statement/prospectus that Martin Marietta and TXI filed with the SEC on Form 424B3 and Schedule 14A, respectively, on May 30, 2014 in connection with the proposed acquisition. Martin Marietta and TXI assume no obligation to update or revise publicly the information in this communication, whether as a result of new information, future events or otherwise, except as otherwise required by law. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof.

Additional Information and Where to Find It

In connection with the proposed transaction between Martin Marietta and TXI, Martin Marietta filed with the SEC a registration statement on Form S-4 that includes a joint proxy statement of Martin Marietta and TXI and that also constitutes a prospectus of Martin Marietta (which registration statement was declared effective on May 30, 2014). INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC BY MARTIN MARIETTA OR TXI, BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT MARTIN MARIETTA, TXI AND THE PROPOSED TRANSACTION. The joint proxy statement/prospectus and other documents relating to the proposed transaction can be obtained free of charge from the SEC's website at www.sec.gov. These documents can also be obtained free of charge from Martin Marietta upon written request to the Corporate Secretary at Martin Marietta Materials, Inc., 2710 Wycliff Road, Raleigh, NC 27607, telephone number (919) 783-4540 or from Martin Marietta's website, <http://ir.martinmarietta.com> or from TXI upon written request to TXI at Investor Relations, Texas Industries, Inc., 1503 LBJ Freeway, Suite 400, Dallas, Texas 75234, telephone number (972) 647-6700 or from TXI's website, <http://investorrelations.txi.com>.

Participants in Solicitation

This communication is not a solicitation of a proxy from any investor or security holder. However, Martin Marietta, TXI and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies in connection with the proposed transaction under the rules of the SEC. Information regarding Martin Marietta's directors and executive officers may be found in its Annual Report for the year ended December 31, 2013 on Form 10-K filed with the SEC on February 24, 2014 and the definitive proxy statement relating to its 2014 Annual Meeting of Shareholders filed with the SEC on April 17, 2014. Information regarding TXI's directors and executive officers may be found in its Annual Report for the year ended May 31, 2013 on Form 10-K filed with the SEC on July 22, 2013 and the definitive proxy statement relating to its 2013 Annual Meeting of Shareholders filed with the SEC on August 23, 2013. These documents can be obtained free of charge from the sources indicated above. Additional information regarding the interests of these participants is also included in the joint proxy statement/prospectus.

Non-Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits.

9.01

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Commitment Letter dated as of June 20, 2014 to the Credit and Security Agreement, dated as of April 19, 2013 (as last amended April 18, 2014), among Martin Marietta Funding LLC, as borrower, Martin Marietta Materials, Inc., as servicer, and SunTrust Bank, as lender together with the other lenders from time to time party thereto, and SunTrust Bank, as administrative agent for the lenders.
10.2	First Amendment dated as of June 23, 2014 to the Credit Agreement dated as of November 29, 2013, among Martin Marietta Materials, Inc., the lenders listed therein and J.P. Morgan Chase Bank, N.A., as administrative agent.

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.

MARTIN MARIETTA MATERIALS, INC.

Date: June 25, 2014

By: /s/ Roselyn R. Bar

Name: Roselyn R. Bar

Title: Senior Vice President, General Counsel
And Corporate Secretary

EXHIBIT INDEX

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SunTrust Bank
3333 Peachtree Street, N.E., 10th Floor
Mail Code: GA-ATL-3950
Atlanta, GA 30326

June 20, 2014

Martin Marietta Materials, Inc.
Martin Marietta Funding LLC
2710 Wycliff Road
Raleigh, North Carolina 27607

Attention: Byron Creech

**Martin Marietta Funding LLC (the "Borrower")
\$250,000,000 Accounts Receivables Securitization Facility**

Ladies and Gentlemen:

Martin Marietta Materials, Inc. (the "**Company**") has advised SunTrust Bank ("**SunTrust**") that the Company intends to increase the existing accounts receivables securitization facility made available by SunTrust to the Borrower (the "**Facility**") from \$150,000,000 to \$250,000,000 consistent with the terms set forth in the Credit and Security Agreement dated as of April 19, 2013 (the Credit and Security Agreement, as the same has been amended prior to the date hereof, being referred to herein as the "**Credit and Security Agreement**") as among the Borrower, the Company, as Servicer, and SunTrust Bank, as Administrative Agent and Lender. Capitalized terms used in this letter but not defined herein shall have the meanings given to them in the Credit and Security Agreement.

A. Commitment

SunTrust Bank is pleased to commit to provide the full \$100,000,000 increase in the commitment amount of the Facility, subject to the terms and conditions set forth in this letter and the Credit and Security Agreement (collectively, this "**Commitment Letter**").

B. Information Requirements

The Company and the Borrower each represents and warrants to SunTrust that (i) all written information, other than projections, that has been or will be made available to SunTrust by the Company or the Borrower or any of its representatives (or on your or their behalf) in connection with the Facility (including, without limitation, any information that is provided regarding Texas Industries, Inc.) (the "**Information**") is or will be complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading; and (ii) any projections have been or will be prepared in good faith based upon reasonable assumptions. The Company agrees to supplement the Information and the projections from time to time so that the representation and warranty contained in this paragraph remains correct. In issuing the commitments and undertakings hereunder, SunTrust Bank is relying on the accuracy of the Information and the projections without independent verification thereof.

C. Conditions

The undertakings and obligations of SunTrust under this Commitment Letter are subject to: (i) the preparation, execution and delivery of mutually acceptable amendments to the existing loan documentation; (ii) the absence of a material adverse change in the business, condition (financial or otherwise), operations, liabilities (contingent or otherwise), properties or prospects of (a) the Company and its subsidiaries, as reflected in its consolidated financial statements as of December 31, 2013, or (b) Texas Industries, Inc. and its subsidiaries, as reflected in its consolidated financial statements as of May 31, 2013; (iii) the accuracy of all representations that the Company and the Borrower makes to SunTrust (including those in Section E below) and all written information that the Company furnishes to SunTrust, and the absence of any information or other matter being disclosed after the date hereof that is inconsistent in a material and adverse manner with any information or other material disclosed to SunTrust; (iv) the completion of, and the Company's and the Borrower's reasonable cooperation in connection with, our due diligence investigation and review, and our satisfaction in all material respects with the results thereof; (v) the payment in full of all fees, expenses and other amounts payable hereunder; (vi) a closing of the increase of the Facility on or prior to July 15, 2014; and (vii) the satisfaction of the other conditions set forth in the Credit and Security Agreement or any other documentation related to the Facility including this Commitment Letter.

D. Fees; Indemnification; Expenses

1. Fees. In addition to any other fees due and owing as described in the Credit and Security Agreement and Fee Letter dated as of April 19, 2013 between the Borrower and SunTrust, the Company will pay (or cause to be paid) to SunTrust on the closing date of the increase in the Facility an amendment fee in an amount equal to \$50,000. The Company also agrees to pay, or to reimburse SunTrust on demand for, all reasonable costs and expenses incurred by SunTrust (whether incurred before or after the date hereof) in connection with the Facility, the preparation of the documentation, including, without limitation, reasonable fees and disbursements of its counsel, regardless of whether the increase of the Facility is consummated. The Company also agrees to pay all costs and expenses of SunTrust (including, without limitation, reasonable fees and disbursements of its counsel) incurred in connection with the enforcement of any of its rights and remedies hereunder.

2. Indemnification. The Company agrees to indemnify and hold harmless SunTrust, its respective affiliates and their respective directors, officers, employees, agents, representatives, legal counsel, and consultants (each, an "***Indemnified Person***") against, and to reimburse each Indemnified Person upon its demand for, any losses, claims, damages, liabilities or other expenses ("***Losses***") incurred by such Indemnified Person or asserted against such Indemnified Person by any third party or by the Company or any of its subsidiaries, arising out of or in connection with this Commitment Letter, the Facility, the use of the proceeds thereof, or any related transaction, or any claim, litigation, investigation or proceeding relating to any of the foregoing, and to reimburse each Indemnified Person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing, whether or not such Indemnified Person is a party to any such proceeding; provided that the Company shall not be liable pursuant to this indemnity for any Losses to the extent that a court having competent jurisdiction shall have determined by a final judgment (not subject to further appeal) that such Loss resulted from the gross negligence or willful misconduct of such Indemnified Person. The Company shall not, without the prior written consent of any Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Person is a party and indemnity has been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such indemnity. No Indemnified Person shall be responsible or liable for any damages arising from the use by others of the Information or other materials obtained through electronic, telecommunications or other information transmission systems, or for any special, indirect, punitive, exemplary or consequential damages that may be alleged as a result of this Commitment Letter, the Facility, the use of proceeds, or any related transaction. No Indemnified Person shall be liable for any indirect or consequential damages in connection with its activities related to the Facility.

E. Miscellaneous

1. Termination. This Commitment Letter and all commitments and undertakings of SunTrust under this Commitment Letter shall expire at 5:00 p.m., Atlanta, Georgia time, on June 30, 2014 unless by such time the Company and the Borrower both execute and deliver to SunTrust this Commitment Letter. Thereafter, all commitments and obligations of SunTrust under this Commitment Letter will terminate at 5:00 p.m. on July 15, 2014 unless the documentation related to the Facility has been executed and delivered on or prior to such date. In addition to the foregoing, this Commitment Letter may be terminated at any time by mutual agreement, and all commitments and undertakings of SunTrust hereunder may be terminated by SunTrust if the Company or the Borrower fails to perform its obligations under this Commitment Letter on a timely basis. Furthermore, by acceptance of this Commitment Letter, any other commitments outstanding with respect to the Senior Credit Facilities by SunTrust will be terminated.

2. No Third-Party Beneficiaries. This Commitment Letter is solely for the benefit of the Company, the Borrower, SunTrust and the Indemnified Persons; no provision hereof shall be deemed to confer rights on any other person or entity.

3. No Assignment; Amendment. This Commitment Letter may not be assigned by the Company or the Borrower to any other person or entity, but all of the obligations of the Company and the Borrower hereunder shall be binding upon the successors and assigns of the Company and the Borrower. This Commitment Letter may not be amended or modified except in writing executed by each of the parties hereto.

4. Use of Name and Information. The Company and the Borrower each agree that any references to SunTrust or any of its affiliates made in connection with the Facility are subject to the prior approval of SunTrust, which approval shall not be unreasonably withheld. SunTrust shall be permitted to use information related to the Facility in connection with marketing, press releases or other transactional announcements or updates provided to investor or trade publications, including, but not limited to, the placement of "tombstone" advertisements in publications of its choice at its own expense.

5. Governing Law. This Commitment Letter will be governed by and construed in accordance with the laws of the state of New York. Each of the Company, the Borrower and SunTrust irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or related to this Commitment Letter or the actions of SunTrust in the negotiation, performance or enforcement hereof. The Company and the Borrower irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court located in New York City for the purpose of any suit, action or proceeding arising out of or relating to this Commitment Letter and the other transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. Each of the Company, the Borrower and SunTrust irrevocably and unconditionally waives any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction the Company, the Borrower or SunTrust are or may be subject, by suit upon judgment. Service of any process, summons, notice or document on the Company or the Borrower may be made by registered mail addressed to the Company at the address appearing at the beginning of this letter for any suit, action or proceeding brought in any such court pursuant to this Commitment Letter.

6. Survival. The obligations of the Company and the Borrower under the expense reimbursement, indemnification, confidentiality, and governing law provisions of this Commitment Letter shall survive the expiration and termination of this Commitment Letter.

7. Confidentiality. The Company and the Borrower will not disclose or permit disclosure of this Commitment Letter nor the contents of the foregoing to any person or entity (including, without limitation, any Lender other than SunTrust), either directly or indirectly, orally or in writing, except (i) to the Company's and the Borrower's officers, directors, agents and legal counsel, in each case to the extent directly involved in the transactions contemplated hereby and on a confidential basis, and (ii) as required by law (in which case the Company and the Borrower each agrees to inform SunTrust promptly thereof).

8. No fiduciary duty. The Company acknowledges and agrees that (i) the commitment to increase the Facility pursuant to this Commitment Letter is an arm's-length commercial transaction between the Company and its subsidiary the Borrower, on the one hand, and SunTrust, on the other, and the Company and the Borrower are capable of evaluating and understanding, and do understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter; (ii) in connection with the transactions contemplated hereby and the process leading to such transactions, SunTrust is and has been acting solely as a principal and is not the agent or fiduciary of the Company or the Borrower or their respective affiliates, stockholders, creditors, employees or any other party, (iii) SunTrust has not assumed an advisory responsibility or fiduciary duty in favor of the Company or the Borrower with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether SunTrust has advised or is currently advising the Company or the Borrower on other matters) and SunTrust has no obligation to the Company or the Borrower except those expressly set forth in this Commitment Letter, (iv) SunTrust and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and its affiliates, and SunTrust has no obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship as a consequence of this Commitment Letter; and (v) SunTrust has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and the Company and the Borrower have each consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. The Company and the Borrower each waives and releases, to the fullest extent permitted by law, any claims that it may have against SunTrust with respect to any breach or alleged breach of fiduciary duty as a consequence of this Commitment Letter.

9. Counterparts. This Commitment Letter may be executed in multiple counterparts, and by different parties hereto in any number of separate counterparts, all of which taken together shall constitute one original. Delivery of an executed counterpart of a signature page to this Commitment Letter by telecopier or by electronic transmission (in pdf form) shall be as effective as delivery of a manually executed counterpart hereof.

10. Entire Agreement. This Commitment Letter and the Credit and Security Agreement embody the entire agreement and understanding among SunTrust, the Company and their affiliates with respect to the proposed increase in the Facility, and supersede all prior understandings and agreements among the parties relating to the subject matter hereof. However, the terms and conditions of the commitments and undertakings of SunTrust Bank hereunder are not limited to those set forth herein; those matters not covered or made clear herein or in the Credit and Security Agreement are subject to mutual agreement of the parties.

11. Patriot Act. SunTrust hereby notifies the Company and the Borrower that pursuant to the requirements of the USA Patriot Improvement and Reauthorization Act of 2005, Title III of Pub. L. 109-177 (signed into law March 9, 2006) (the "***Patriot Act***"), it and its affiliates are required to obtain, verify and record information that identifies the Company and the Borrower, which information includes the name, address, tax identification number and other information regarding the Company and the Borrower that will allow SunTrust to identify the Company and the Borrower in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for SunTrust and its affiliates.

We look forward to working with you on this important transaction.

Very truly yours,

SUNTRUST BANK

By: /s/ Kyle Shenton

Name: Kyle Shenton
Title: Vice President

ACCEPTED AND AGREED
this 22nd day of June, 2014:

Martin Marietta Funding LLC

By: /s/ Roselyn Bar

Name: Roselyn Bar
Title: VP and Corp Secretary

Martin Marietta Materials, Inc.

By: /s/ Anne H. Lloyd

Name: Anne H. Lloyd
Title: EVP and CFO

AMENDMENT NO. 1 TO CREDIT AGREEMENT

AMENDMENT dated as of June 23, 2014 (the “**Amendment**”) to the Credit Agreement dated as of November 29, 2013 (the “**Credit Agreement**”) among MARTIN MARIETTA MATERIALS, INC. (the “**Borrower**”), the lenders listed therein (collectively, the “**Lenders**”; individually, a “**Lender**”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “**Administrative Agent**”).

The parties hereto agree as follows:

Section 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall, after this Amendment becomes effective, refer to the Credit Agreement as amended hereby.

Section 2. *Amendments to the Credit Agreement.*

(a) Section 1.01 of the Credit Agreement is amended by adding (in appropriate alphabetical order), the following defined terms:

“**2014 Transaction**” means the transactions entered into pursuant to or in connection with that certain Agreement and Plan of Merger, dated as of January 27, 2014 among the Borrower and Project Holdings, Inc., a subsidiary of the Borrower, under which the Borrower shall acquire all of the outstanding shares of Texas Industries.

“**Texas Industries**” means Texas Industries, Inc. a Delaware corporation.

“**TXI Notes**” means the 9.25% senior notes due 2020 of Texas Industries.

(b) The following definition in Section 1.01 of the Credit Agreement is amended and restated as to read in its entirety as follows:

“**Consolidated EBITDA**” means, for any period, net income (or net loss) (before discontinued operations) plus the sum of (a) consolidated interest expense, (b) income tax expense, (c) depreciation expense, (d) amortization expense, (e) depletion expense, (f) stock based compensation expense, (g) any non-cash losses or expenses from any unusual, extraordinary or otherwise non-recurring items as reasonably determined by the Borrower, (h) any fees, costs or expenses for such period relating to the 2014 Transaction incurred on or prior to the closing of the 2014 Transaction, in an aggregate amount for all periods not to exceed \$95,000,000, (i) any integration or similar costs or expenses in connection with the 2014 Transactions incurred during any period prior to and including the second anniversary of the closing of the 2014 Transaction, in an aggregate amount for all periods during such time not to exceed \$70,000,000 and (j) any make-whole fees incurred in connection with the redemption of the TXI Notes, and minus (x) consolidated interest income and (y) the sum of the amounts for such period of any income tax benefits and any income or gains from any unusual, extraordinary or otherwise non-recurring items as reasonably determined by the Borrower, in each case determined on a consolidated basis for the Borrower and its Subsidiaries in accordance with GAAP and in the case of items (a) through (j) and items (x) and (y), to the extent such amounts were included in the calculation of net income. For the purpose of calculating Consolidated EBITDA for any period, if during such period the Borrower or any Subsidiary shall have made an acquisition or a disposition, Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto as if such acquisition or disposition, as the case may be, occurred on the first day of such period.

(c) The first paragraph of Section 5.09 of the Credit Agreement is amended and restated in its entirety to read in full as follows:

Leverage Ratio. The Leverage Ratio shall not exceed (x) 3.75 to 1.00 as of the last day of the fiscal quarter ended September 30, 2014 and (y) 3.50 to 1.00 as of the last day of any other fiscal quarter; *provided that*, in the case of clause (y), if (i) Consolidated Debt has increased in connection with a Specified Acquisition that has been consummated within such fiscal quarter or the fiscal quarter immediately prior to such fiscal quarter, (ii) as a consequence of such Specified Acquisition, the rating of long-term unsecured debt of the Borrower has not been suspended, withdrawn or fallen below BBB by Standard & Poor's (a division of The McGraw-Hill Companies, Inc.) or Baa2 by Moody's Investors Service, Inc. and (iii) the Borrower has stated in the compliance certificate delivered pursuant to Section 5.01(a) for such fiscal quarter that the conditions set forth in clauses (i) and (ii) above have been satisfied (and specifying the date of such Specified Acquisition), then, the additional Consolidated Debt incurred in connection with such Specified Acquisition shall be excluded from Consolidated Debt for purposes of calculating the Leverage Ratio, but only if the Leverage Ratio determined at such time but calculated without giving effect to such exclusion does not exceed 3.75 to 1.00.

Section 3. Representations of the Borrower. The Borrower represents and warrants that (i) the representations and warranties of the Borrower set forth in Article 4 of the Credit Agreement (except the representations and warranties set forth in Sections 4.04(c), 4.05, 4.06, 4.08, 4.13 and 4.14) shall be true in all material respects on and as of the Amendment Effective Date, except to the extent they expressly relate to an earlier date in which case they shall be true in all material respects as of such earlier date will be true on and as of the Amendment Effective Date and (ii) no Default or Event of Default shall have occurred and be continuing on the Amendment Effective Date.

Section 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

Section 5. *Counterparts*. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page hereto by facsimile or electronic transmission (e.g., “pdf” or “tif”) shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. *Conditions to Effectiveness*. This Amendment shall become effective upon satisfaction of the following conditions (such date, the “**Amendment Effective Date**”):

(a) *Executed Amendment*. The Administrative Agent shall have received from each of the Borrower and Lenders comprising the Required Lenders a counterpart hereof signed by such party.

(b) *Fees*. The Administrative Agent shall have received a consent fee for the account of each Lender that consents to this Amendment by executing and delivering a signature page to this Amendment to the Administrative Agent appropriately completed on or prior to 5:00 p.m., New York City time, on June 20, 2014, in an amount equal to 0.05% of the sum of such Lender’s Commitment, and, without duplication, any Committed Loans or Letters of Credit, as applicable, under the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

MARTIN MARIETTA MATERIALS, INC.

By: /s/ Anne H. Lloyd
Name: /s/ Anne H. Lloyd
Title: EVP and Chief Financial Officer

[Signature Page to Amendment No. 1 to Credit Agreement]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as a Lender

By: /s/ Robert D. Bryant

Name: Robert D. Bryant

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

BRANCH BANKING AND TRUST COMPANY

By: /s/ Jack M. Frost

Name: Jack M. Frost

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

SUNTRUST BANK

By: /s/ Vinay Desai

Name: Vinay Desai

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Andrew G. Payne

Name: Andrew G. Payne

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Ming K. Chu

Name: Ming K. Chu

Title: Vice President

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Richard C. Brown

Name: Richard C. Brown

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

NORTHERN TRUST COMPANY

By: /s/ John Canty

Name: John Canty

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

Regions Bank

By: /s/ Anthony LeTrent

Name: Anthony LeTrent

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

The Bank Of Tokyo-Mitsubishi UFJ, LTD

By: /s/ Mustafa Khan

Name: Mustafa Khan

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement]

LENDER:

Comerica Bank

By: /s/ Matthew A. Rybinski

Name: Matthew A. Rybinski

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement]