

**Consent to
Assignment and Assumption of
COLLIN COUNTY CONTRACT**

This Assignment and Assumption of various contracts and purchase orders (the "Assignment"), is entered into and by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), **MARTIN MARIETTA MATERIALS, INC.**, a corporation authorized to do business in the State of Texas (the "Assignor"), and **ALLEYTON RESOURCE COMPANY, LLC DBA GREAT SOUTHERN STABILIZED**, a corporation authorized to do business in the State of Texas (the "Assignee").

WITNESSETH:

WHEREAS, The County and Assignor entered into contract No. 2023-353 Road Materials, Cement Treated Base & Cement Stabilized Backfill, ("the Contract"); and

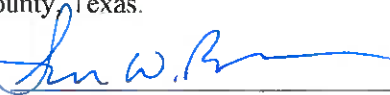
WHEREAS, Assignor desires to assign, transfer, set over, convey and deliver to Assignee the Contract upon the terms set forth herein; and

WHEREAS, Assignor and Assignee desires that the County consent to this assignment between Assignor and Assignee.

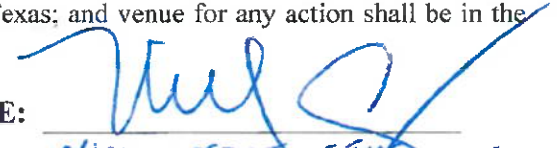
NOW, THEREFORE, for and in consideration of the representations, agreements and promises herein set forth, the undersigned parties agree as follows:

1. To the extent required, the County hereby consents to the assignment of the Contract by Assignor to Assignee.
2. The County's consent to this assignment and assumption in no way releases Assignor from its obligations under the Contract.
3. All terms and provisions of the Contract shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.
4. By acceptance hereof, Assignee agrees to assume and become obligated to keep, fulfill, observe, perform and discharge each and every covenant, duty, debt and obligation that may accrue and become performable from and after the February 24, 2026 by Assignor under the terms, provisions and conditions of the Contract.
5. This Assignment is binding upon and shall inure to the benefit of the Parties hereto and their respective authorized agents and representatives, and successors.
6. This assignment may be executed in any manner of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
7. This Assignment is governed by the laws of the State of Texas; and venue for any action shall be in the Collin County, Texas.

ASSIGNOR:


Sarah W. Brown, Deputy General Counsel
(Print Name and Title)

ASSIGNEE:


NICK IVEZAJ, GENERAL COUNSEL
(Print Name and Title)

COLLIN COUNTY, TX:

Michelle Charnoski, NIGP-CPP, CPPB, Purchasing Agent

COURT ORDER NO.: