

DRAFT ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Gravel Property Lease ("Assignment"), dated as of the 9th day of December, 2011 ("Effective Date"), is by and among Lafarge West, Inc. ("Assignor"), Martin Marietta Materials, Inc., a North Carolina corporation ("Assignee"), and the City of Fountain, a Colorado municipal corporation and home rule city ("Landlord").

RECITALS

A. Pursuant to the Gravel Property Lease described on Schedule 1 attached hereto (collectively, the "Lease Agreement"), Assignor acquired a leasehold interest in that certain real property (the "Premises") more particularly described on Exhibit A attached hereto.

B. Assignor desires by this Assignment to assign all of Assignor's right, title and interest in the Lease Agreement to Assignee and Assignee desires to accept such Assignment in accordance with all terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Lease Agreement and Assignee accepts such assignment as of the Effective Date. Assignee hereby accepts this Assignment and assumes and agrees to perform and comply with, for the benefit of Landlord, all of the covenants, duties and obligations of Assignor under the Lease Agreement arising on or after the Effective Date, including, without limitation, the obligation to pay the rent specified therein, it being understood that Assignee is not assuming any covenants, duties or obligations of Assignor under the Lease Agreement required to be performed prior to the Effective Date.

2. **Landlord's Consent.** Landlord hereby consents to this Assignment. In connection with such consent, Landlord hereby confirms that (i) the Lease Agreement is in full force and effect, (ii) the list of documents set forth on Schedule 1 represents the full agreement between the parties with regard to the Premises, and (iii) except as set forth on Schedule 1, there are no other amendments or other agreements modifying the terms of the Lease Agreement. To Landlord's knowledge, Assignor is not in default under the Lease Agreement and has performed all duties and obligations required under the term of the Lease Agreement as of the date of this Assignment (including, without limitation, the payment of all rent and royalties). Landlord has not assigned, transferred or hypothecated the Lease Agreement or any interest therein.

3. **Permits and Ongoing Reclamation Obligations under the Lease Agreement.** Section 12 (Assignment) of the Lease Agreement provides in part: "Any assignment of this Lease shall be contingent upon successful transfer of Permits to the proposed assignee." This sentence is hereby deleted and replaced with the following: "Any assignment of this Lease shall be contingent upon successful transfer of Permits to the proposed assignee within _____ days from the date of this Assignment of the Lease Agreement." Unless such date is extended by mutual agreement of all of the parties to this Assignment of the Lease Agreement, the Landlord's consent to Assignment shall be deemed void.

4. **Bond.** Landlord agrees to accept under Subsection A Security for Performance of Section 3 Rent and Security of the Lease Agreement bond in lieu of a Letter of Credit subject to approval

by the Landlord. References in the Lease Agreement to a Letter of Credit shall be deemed to include the Bond as approved by the Landlord.

5. **Clarification of Lease Agreement.** Section 4 Water of the Lease Agreement is hereby amended by changing the sentence that reads: "The term of the Water Sales Agreement expires December 31, 2013 to: "The term of the Water Sales Agreement expires on December 31, 2016".

6. **Successors.** The provisions of this Assignment shall bind and the benefits shall inure to the heirs, representative, successors, and assigns of the parties hereto.

7. **Severability.** If any provision of this Assignment shall be held invalid or unenforceable for any reason or to any extent, the remainder of this Assignment or the application of the term or provision to persons or circumstances other than those as to whom or with respect to which it is held invalid or unenforceable, shall not be affected, and each shall be valid and enforceable to the fullest extent permitted by law. As between Assignor and Assignee, this Assignment is subject to the terms and conditions of the Asset Exchange Agreement by and among Assignor, certain of its affiliates, Assignee, and certain of its affiliates (the "Agreement"). In the event of any conflict between this Assignment and the Agreement, this Assignment shall control.

8. **Governing Law.** This Assignment shall be governed by, and constructed in accordance with, the laws of the State of Colorado.

9. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment may be executed by facsimile or other electronic signature and such electronic signature shall constitute an original for all purposes.

10. **Notices.** All notices, requests, concerns, approvals, payments in connection with this Assignment, or communications that either party desires or is required or permitted to give or make to the other party under the Lease shall only be deemed to have been given, made and delivered, when made or given in writing and personally served, or deposited with a reputable overnight courier such as FedEx, postage prepaid, and addressed to the parties as follows:

If to Assignor:	c/o Lafarge North America Inc. 10170 Church Ranch Way Westminster, CO 80021 Attention: President
With a copy to:	Legal Department Lafarge North America Inc. 12018 Sunrise Valley Drive, Suite 500 Reston, Virginia 20191 Attention: General Counsel
If to Assignee:	c/o Martin Marietta Materials, Inc. 2710 Wycliff Road Raleigh, North Carolina 27607 Attention: Chief Executive Officer & President
With a copy to:	Martin Marietta Materials, Inc. 2710 Wycliff Road

Raleigh, North Carolina 27607
Attention: Senior Vice President & General Counsel

If to Landlord:

City of Fountain
116 South Main Street
Fountain, Colorado 80817
Attention: Utilities Director

11. **Recording.** Assignee may, at its election and cost, cause this Assignment to be recorded in the real property records of the county in which the Premises are located. Upon such recording, this Assignment shall constitute record notice of the existence of the Lease Agreement and the assignment thereof to Assignee. For purposes of providing such notice, the parties hereto hereby confirm that the expiration date of the Lease Agreement is April 16, 2013, subject to successive automatic one (1) year renewals unless notice of termination is provided as described in the Lease Agreement. Reference should be made to the Lease Agreement for a full description of the rights and duties of the parties thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNOR:

LAFARGE WEST, INC.,
a Delaware corporation

By: [Signature]
Name: Marty McGuirk
Title: Vice President - Business Development

STATE OF Georgia)
COUNTY OF Fulton) SS:

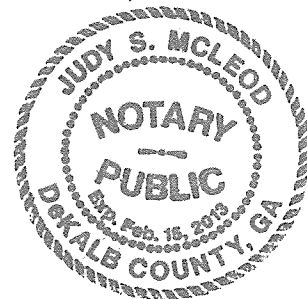
The foregoing instrument was acknowledged before me this 9th day of December, 2011,
by Marty McGuirk, as VP-Business Development of
Lafarge West, Inc.

WITNESS my hand and official seal.

[Signature]
Notary Public

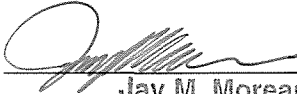
My commission expires:

[Signatures Continue on Next Page]



ASSIGNEE:


MARTIN MARIETTA MATERIALS, INC.,
a North Carolina corporation

By: 
Name: Jay M. Moreau
Title: Vice President - Operations

STATE OF Georgia)
COUNTY OF Fulton) SS:

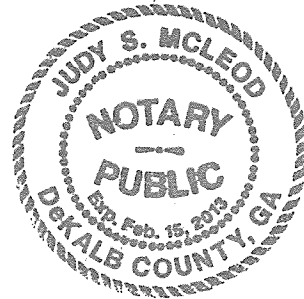
The foregoing instrument was acknowledged before me this 9th day of December, 2011,
by Jay M. Moreau, as VP-operations of
Martin Marietta Materials, Inc.

WITNESS my hand and official seal.


Notary Public

My commission expires:

[Signatures Continue on Next Page]



LANDLORD:

CITY OF FOUNTAIN, a Colorado municipal
corporation and home rule city

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011,
by _____, as _____ of
_____.

WITNESS my hand and official seal.

Notary Public

My commission expires:

APPROVED AS TO FORM: _____

Schedule 1

Description of Lease Agreement

Gravel Property Lease, dated April 16, 2010, between the City of Fountain and Lafarge West, Inc.

Exhibit A

Legal Description

**Lot 1, Block 1, Valley View Subdivision,
City of Fountain, El Paso County, Colorado,
Comprising 600 acres, more or less**