

**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): November 4, 2024

**MARTIN MARIETTA MATERIALS, INC.**  
(Exact name of registrant as specified in its charter)

North Carolina  
(State or Other Jurisdiction  
of Incorporation)

1-12744  
(Commission  
File Number)

56-1848578  
(IRS Employer  
Identification No.)

4123 Parklake Avenue, Raleigh, North Carolina  
(Address of principal executive offices)

27612  
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$.01 par value per share	MLM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01. Entry into a Material Definitive Agreement.**

Information set forth under Item 2.03 of this Current Report on Form 8-K is incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On November 4, 2024, Martin Marietta Materials, Inc. (“Martin Marietta”) issued \$750 million aggregate principal amount of 5.150% Senior Notes due 2034 (the “2034 Notes”) and \$750 million aggregate principal amount of 5.500% Senior Notes due 2054 (the “2054 Notes” and, together with the 2034 Notes, the “Notes”) pursuant to a base indenture, dated as of May 22, 2017 (the “Base Indenture”), as amended and supplemented from time to time, including by the Fifth Supplemental Indenture, dated as of November 4, 2024 (the “Fifth Supplemental Indenture” and, together with the Base Indenture, the “Indenture”) between Martin Marietta and Regions Bank, as trustee (the “Trustee”), governing the Notes.

The 2034 Notes will mature on December 1, 2034 and will accrue interest at a rate of 5.150% per annum. The 2054 Notes will mature on December 1, 2054 and will accrue interest at a rate of 5.500% per annum. Interest on each series of the Notes will be paid semiannually on the 1st day of June and December, commencing June 1, 2025.

The Notes are Martin Marietta’s senior unsecured obligations and rank equally in right of payment with all of its existing and future senior indebtedness and will rank senior in right of payment to all of its future subordinated indebtedness. The Notes are effectively subordinated to all of Martin Marietta’s existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness. The Notes are not guaranteed by any of Martin Marietta’s subsidiaries and are structurally subordinated to all of the existing and future indebtedness and other liabilities (including trade accounts payable) and preferred equity of Martin Marietta’s subsidiaries.

A portion of the net proceeds of the Notes were used for the repayment of all borrowings outstanding under Martin Marietta’s revolving credit facility and trade receivables securitization facility. The remaining net proceeds of the Notes will be used for general corporate purposes, which may include financing potential acquisitions, land purchases and other capital needs.

*Optional Redemption.* Prior to September 1, 2034, with respect to the 2034 Notes, and June 1, 2054, with respect to the 2054 Notes (each, a “Par Call Date”), Martin Marietta may redeem the notes of a series, at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

- (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the notes of such series are scheduled to mature on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate (as defined in the Indenture) plus 15 basis points, in the case of the 2034 Notes, and 20 basis points, in the case of the 2054 Notes, less (b) interest accrued to, but excluding, the date of redemption, and
  - (ii) 100% of the principal amount of the notes of the applicable series to be redeemed, plus, in either case, accrued and unpaid interest thereon to, but excluding, the redemption date. On or after the applicable Par Call Date, Martin Marietta may redeem the notes of a series, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the notes of such series being redeemed plus accrued and unpaid interest thereon to, but excluding, the redemption date.
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*Change of Control Repurchase Event.* If a Change of Control Repurchase Event (as defined in the Indenture) occurs, unless Martin Marietta has exercised its right to redeem the Notes in full, Martin Marietta will be required to offer to repurchase all of the outstanding Notes at a repurchase price equal to 101% of their principal amount, plus unpaid interest, if any, accrued thereon to, but excluding, the date of repurchase.

*Other Covenants.* The Indenture contains covenants that restrict Martin Marietta's ability, with certain exceptions, to (i) incur debt secured by liens, (ii) engage in sale and leaseback transactions and (iii) merge or consolidate with or into, or transfer all or substantially all of the assets of Martin Marietta and its subsidiaries, taken as a whole, to, another entity. These covenants are subject to a number of important exceptions and qualifications, as described in the Indenture.

*Events of Default.* The Indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), which include non-payment, breach of covenants in the Indenture and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the Trustee or holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare the principal of all such outstanding Notes and any accrued interest thereon immediately due and payable.

The Notes have been registered under the Securities Act of 1933, as amended (the "Act"), pursuant to an effective shelf registration statement on Form S-3ASR (File No. 333-271686), as supplemented by the prospectus supplement dated October 31, 2024, filed with the Securities and Exchange Commission under the Act.

The foregoing description of the Indenture (including the form of Notes) does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture and the Fifth Supplemental Indenture (including the form of Notes), which are attached hereto as Exhibits 4.1, 4.2, 4.3 and 4.4 and incorporated by reference herein.

**Item 8.01. Other Events.**

In connection with the Notes offering, copies of the legal opinions of Robinson, Bradshaw & Hinson, P.A. and Cravath, Swaine & Moore LLP relating to the Notes are attached hereto as Exhibits 5.1 and 5.2, respectively.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

- [4.1](#) [Indenture, dated as of May 22, 2017, between Martin Marietta Materials, Inc. and Regions Bank, as trustee \(incorporated by reference to Exhibit 4.1 of Martin Marietta's Current Report on Form 8-K, filed on May 22, 2017\).](#)
  - [4.2](#) [Fifth Supplemental Indenture, dated as of November 4, 2024, between Martin Marietta Materials, Inc. and Regions Bank, as trustee, governing the Notes.](#)
  - 4.3 Form of 5.150% Senior Notes due 2034 (contained in [Exhibit 4.2](#)).
  - 4.4 Form of 5.500% Senior Notes due 2054 (contained in [Exhibit 4.2](#)).
  - [5.1](#) [Opinion of Robinson, Bradshaw & Hinson, P.A.](#)
  - [5.2](#) [Opinion of Cravath, Swaine & Moore LLP.](#)
  - 23.1 Consent of Robinson, Bradshaw & Hinson, P.A. (contained in [Exhibit 5.1](#)).
  - 23.2 Consent of Cravath, Swaine & Moore LLP (contained in [Exhibit 5.2](#)).
  - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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SIGNATURE

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.

By: /s/ Roselyn R. Bar

Name: Roselyn R. Bar

Title: Executive Vice President, General Counsel and  
Corporate Secretary

Date: November 4, 2024

**MARTIN MARIETTA MATERIALS, INC.,**

**as Issuer**

**and**

**Regions Bank, as Trustee**

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**FIFTH SUPPLEMENTAL INDENTURE**

**Dated as of November 4, 2024**

**to**

**INDENTURE**

**Dated as of May 22, 2017**

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**5.150% Senior Notes due 2034**

**5.500% Senior Notes due 2054**

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**FIFTH SUPPLEMENTAL INDENTURE**, dated as of November 4, 2024 (this "Supplemental Indenture"), between Martin Marietta Materials, Inc., a corporation duly organized and existing under the laws of the State of North Carolina, having its principal office at 4123 Parklake Avenue, Raleigh, North Carolina 27612 (the "Corporation"), and Regions Bank, as trustee (the "Trustee").

**WHEREAS**, the Corporation executed and delivered the indenture, dated as of May 22, 2017, to the Trustee (the "Indenture"), to provide for the issuance of the Corporation's debt securities (the "Securities"), to be issued in one or more Series;

**WHEREAS**, pursuant to the terms of the Indenture, the Corporation desires to provide for the establishment of (i) a new Series of its notes under the Indenture to be known as its "5.150% Senior Notes due 2034" and (ii) a new Series of its notes under the Indenture to be known as its "5.500% Senior Notes due 2054", the form and substance and the terms, provisions and conditions thereof to be set forth as provided in the Indenture and this Supplemental Indenture;

**WHEREAS**, the Board of Directors of the Corporation, pursuant to (i) resolutions of the Finance Committee of the Board of Directors of the Corporation duly adopted on October 9, 2024, (ii) resolutions of the Board of Directors of the Corporation duly adopted on October 11, 2024, (iii) the written consent of the Chair of the Finance Committee of the Board of Directors of the Corporation on October 28, 2024 and (iv) resolutions of the authorized officers of the Corporation duly adopted on October 31, 2024, has duly authorized the issuance of the Notes, and has duly authorized the proper officers of the Corporation to execute any and all appropriate documents necessary or appropriate to effect each such issuance;

**WHEREAS**, this Supplemental Indenture is being entered into pursuant to the provisions of Section 2.3 and Section 9.1(6) of the Indenture;

**WHEREAS**, the Corporation has requested that the Trustee execute and deliver this Supplemental Indenture; and

**WHEREAS**, all things necessary to make this Supplemental Indenture a valid agreement of the Corporation, in accordance with its terms, and to make the Notes, when executed by the Corporation and authenticated and delivered by the Trustee, the valid obligations of the Corporation, have been performed, and the execution and delivery of this Supplemental Indenture has been duly authorized in all respects.

**NOW THEREFORE**, in consideration of the premises and the purchase and acceptance of the Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Indenture, the forms and terms of the Notes and to make other modifications to the Indenture pertaining to the Notes, the Corporation and the Trustee hereby enter into this Supplemental Indenture, which modifies the Indenture with respect to (and only with respect to) the Notes, as follows:

## ARTICLE I

### Definitions

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SECTION 1.1 Definition of Terms. Unless the context otherwise requires:

- (a) each term defined in the Indenture has the same meaning when used in this Supplemental Indenture;
- (b) the singular includes the plural and vice versa; and
- (c) headings are for convenience of reference only and do not affect interpretation.

SECTION 1.2 Additional Definitions. Solely for the purposes of this Supplemental Indenture in connection with the Notes, the following terms shall have the following meanings:

“2034 Interest Payment Date” means an Interest Payment Date in respect of the 2034 Notes.

“2034 Notes” means the Initial 2034 Notes issued and any additional 5.150% Senior Notes due 2034 issued, treated as a single Series.

“2034 Par Call Date” means September 1, 2034.

“2054 Interest Payment Date” means an Interest Payment Date in respect of the 2054 Notes.

“2054 Notes” means the Initial 2054 Notes issued and any additional 5.500% Senior Notes due 2054 issued, treated as a single Series.

“2054 Par Call Date” means June 1, 2054.

“Attributable Debt” for a lease means the carrying value of the capitalized rental obligation determined under U.S. generally accepted accounting principles, whether or not such obligation is required to be shown on the balance sheet as a long-term liability. The carrying value may be reduced by the capitalized value of the rental obligations, calculated on the same basis, that any sublessee has for all or part of the same property. A lease obligation shall be counted only once even if the Corporation and one or more of its Subsidiaries may be responsible for the obligation.

“Below Investment Grade Rating Event” means the rating on the applicable Series of Notes is lowered by at least two of the three Rating Agencies and the applicable Series of Notes is rated below an Investment Grade Rating by at least two of the three Rating Agencies on any day during the period (which period shall be extended so long as the rating of the applicable Series of Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing 60 days prior to the first public notice of the earlier of the Corporation’s intention to effect a Change of Control and the occurrence of a Change of Control and ending 60 days following consummation of such Change of Control.

“Capital Expenditures” means, for any period, any expenditures of the Corporation or its Subsidiaries during such period that, in conformity with U.S. generally accepted accounting principles consistently applied, are required to be included in fixed asset accounts as reflected in the consolidated balance sheet of the Corporation and its Subsidiaries.

“Change of Control” means:

- (1) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or group (as used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the Corporation’s Voting Stock, measured by voting power rather than number of shares;
- (2) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation and its Subsidiaries, taken as a whole, to any Person or group of related Persons for the purpose of Section 13(d)(3) of the Exchange Act, together with any affiliates thereof, other than any such sale, lease, exchange or other transfer to one or more of the Corporation’s Subsidiaries (whether or not otherwise in compliance with the provisions of the Indenture and this Supplemental Indenture); or
- (3) the adoption of a plan relating to the liquidation, dissolution or winding up of the Corporation.

Notwithstanding the foregoing, a transaction effected to create a holding company for the Corporation shall not be deemed to involve a Change of Control if (a) pursuant to such transaction the Corporation becomes a wholly owned subsidiary of such holding company and (b) the holders of the outstanding Voting Stock of such holding company immediately following such transaction are the same as the holders of the Corporation’s outstanding Voting Stock immediately prior to such transaction.

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Consolidated Net Tangible Assets” means, as of any date of determination, total assets less:

- (1) total current liabilities (excluding any Debt which, at the option of the borrower, is renewable or extendible to a term exceeding 12 months and which is included in current liabilities and further excluding any deferred income taxes which are included in current liabilities), and
- (2) goodwill, patents and trademarks,

all as stated on the Corporation’s most recent publicly available consolidated balance sheet preceding such date of determination.

“Fitch” means Fitch Ratings, Inc. and its successors.

“Initial 2034 Notes” means \$750 million aggregate principal amount of the Corporation’s 5.150% Senior Notes due 2034 issued under this Supplemental Indenture and the Indenture on the date hereof substantially in the form set forth in Exhibit A hereto.

“Initial 2054 Notes” means \$750 million aggregate principal amount of the Corporation’s 5.500% Senior Notes due 2054 issued under this Supplemental Indenture and the Indenture on the date hereof substantially in the form set forth in Exhibit B hereto.

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent under any successor rating categories) by Moody’s, BBB- (or the equivalent under any successor rating categories) by S&P and BBB- (or the equivalent under any successor rating categories) by Fitch and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by the Corporation.

“Long-Term Debt” means Debt that by its terms matures on a date more than 12 months after the date it was created or Debt that the obligor may extend or renew without the obligee’s consent to a date more than 12 months after the Debt was created.

“Maturity Date” means, with respect to the principal of such Note of the applicable Series, repayable on such date, the Stated Maturity Date, the Optional Redemption Date or the repurchase date pursuant to Section 3.3.

“Moody’s” means Moody’s Investors Service Inc. and its successors.

“Notes” means, collectively, the 2034 Notes and the 2054 Notes.

“Optional Redemption Date” means (i) with respect to the 2034 Notes, a 2034 Optional Redemption Date and (ii) with respect to the 2054 Notes, a 2054 Optional Redemption Date.

“Par Call Date” means (i) with respect to the 2034 Notes, the 2034 Par Call Date and (ii) with respect to the 2054 Notes, the 2054 Par Call Date.

“Principal Property” means any mining and quarrying or manufacturing facility located in the United States and owned by the Corporation or by one or more Restricted Subsidiaries on the Issue Date of the Notes and which has, as of the date the Lien is incurred, a net book value (after deduction of depreciation and other similar charges) greater than 3% of Consolidated Net Tangible Assets, except:

(1) any such facility or property which is financed by obligations of any State, political subdivision of any State or the District of Columbia under terms which permit the interest payable to the holders of the obligations to be excluded from gross income as a result of the plant, facility or property satisfying the conditions of Section 103(b)(4)(C), (D), (E), (F) or (H) or Section 103(b)(6) of the Internal Revenue Code of 1954 or Section 142(a) or Section 144(a) of the Internal Revenue Code of 1986, or of any successors to such provisions; or

(2) any such facility or property which, in the opinion of the Board of Directors of the Corporation, is not of material importance to the total business conducted by the Corporation and its Subsidiaries taken as a whole.

Notwithstanding the foregoing, the chief executive officer or chief financial officer of the Corporation may at any time declare any mining and quarrying or manufacturing facility or other property to be a Principal Property by delivering a certificate to that effect to the Trustee.

“Rating Agency” means (1) each of Moody’s, S&P and Fitch and (2) if any of Moody’s, S&P or Fitch ceases to rate the applicable Series of Notes or fails to make a rating of such Series publicly available for reasons outside the control of the Corporation, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Exchange Act selected by the Corporation (as certified by a resolution of the Board of Directors of the Corporation) to act as a replacement agency for Moody’s, S&P or Fitch, or all of them, as the case may be.

“Restricted Property” means any Principal Property, any Debt of a Restricted Subsidiary owned by the Corporation or a Restricted Subsidiary on the Issue Date of the Notes or thereafter if secured by a Principal Property (including any property received upon a conversion or exchange of such debt), or any shares of stock of a Restricted Subsidiary owned by the Corporation or a Restricted Subsidiary (including any property or shares received upon a conversion, stock split or other distribution with respect to the ownership of such stock).

“Restricted Subsidiary” means a Subsidiary that has substantially all of its assets located in, or carries on substantially all of its business in, the United States and that owns a Principal Property. Notwithstanding the preceding sentence, a Subsidiary shall not be a Restricted Subsidiary during such period of time as it has shares of capital stock registered under the Exchange Act or it files reports and other information with the Commission pursuant to Section 13 or 15(d) of the Exchange Act.

“Sale-Leaseback Transaction” means an arrangement whereby the Corporation or a Restricted Subsidiary sells or transfers a Principal Property and contemporaneously leases it back for a lease greater than three years.

“Stated Maturity Date”, when used with respect to any Note, means the date specified in such Note as the fixed date on which the principal amount of such Note is due and payable.

“S&P” means S&P Global Ratings, a division of S&P Global Inc., and its successors.

“Treasury Rate” means, with respect to any Optional Redemption Date, the yield determined by the Corporation in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Corporation after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by

the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Optional Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Corporation shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Optional Redemption Date to the applicable Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the applicable Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the applicable Remaining Life—and shall interpolate to the applicable Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the applicable Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the applicable Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Optional Redemption Date.

If on the third Business Day preceding the Optional Redemption Date H.15 TCM is no longer published, the Corporation shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Optional Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the applicable Par Call Date, as applicable. If there is no United States Treasury security maturing on the applicable Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the applicable Par Call Date, one with a maturity date preceding the applicable Par Call Date and one with a maturity date following the applicable Par Call Date, the Corporation shall select the United States Treasury security with a maturity date preceding the applicable Par Call Date. If there are two or more United States Treasury securities maturing on the applicable Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Corporation shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices, expressed as a percentage of principal amount, at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

SECTION 1.3      Other Definitions.

<u>Term</u>	<u>Defined in Section</u>
2034 Optional Redemption Date	Section 2.8(a)(i)

<u>Term</u>	<u>Defined in Section</u>
2054 Optional Redemption Date	Section 2.9(a)(i)
Change of Control Offer	Section 3.3
Change of Control Payment Date	Section 3.3(a)
Corporation	Preamble
existing Lien	Section 3.1(vi)
Indenture	Preamble
Securities	Preamble
Supplemental Indenture	Preamble
Trustee	Preamble

## ARTICLE II

### General Terms and Conditions of the Notes

SECTION 2.1 Designation and Principal Amount. There is hereby authorized and established a Series of Securities under the Indenture, designated as the “5.150% Senior Notes due 2034”, which is not limited in aggregate principal amount. There is also hereby authorized and established a Series of Securities under the Indenture, designated as the “5.500% Senior Notes due 2054”, which is not limited in aggregate principal amount. The 2034 Notes and 2054 Notes shall each constitute a separate Series of Securities under the Indenture. The respective aggregate principal amounts of the 2034 Notes and 2054 Notes to be issued shall be as set forth in any Corporation order for the authentication and delivery of the 2034 Notes and 2054 Notes, respectively, pursuant to Section 2.1 of the Indenture.

SECTION 2.2 Maturity. The Stated Maturity Date of principal for the 2034 Notes will be December 1, 2034. The Stated Maturity Date of principal for the 2054 Notes will be December 1, 2054.

SECTION 2.3 Further Issues. The Corporation may from time to time issue additional 2034 Notes with the same terms as the Initial 2034 Notes (other than issue date and, to the extent applicable, the date from which interest will begin to accrue and the first payment of interest) and such additional 2034 Notes will be consolidated, and constitute a single Series of Securities under the Indenture, with the Initial 2034 Notes for all purposes without notice to, or the consent of, the Holders of the Notes; provided, however, that if any additional 2034 Notes so issued will not be fungible with the Initial 2034 Notes for federal income tax purposes, such additional 2034 Notes will have a separate CUSIP number and ISIN, as applicable, from the Initial 2034 Notes.

The Corporation may also from time to time issue additional 2054 Notes with the same terms as the Initial 2054 Notes (other than issue date and, to the extent applicable, the date from which interest will begin to accrue and the first payment of interest) and such additional 2054 Notes will be consolidated, and constitute a single Series of Securities under the Indenture, with the Initial 2054 Notes for all purposes without notice to, or the consent of, the Holders of the Notes; provided, however, that if any additional 2054 Notes so issued will not be fungible

with the Initial 2054 Notes for federal income tax purposes, such additional 2054 Notes will have a separate CUSIP number and ISIN, as applicable, from the Initial 2054 Notes.

SECTION 2.4 Form and Payment. Principal of, premium, if any, and interest on the Notes shall be payable in U.S. dollars.

SECTION 2.5 Global Securities. Upon original issuance, each of the 2034 Notes and the 2054 Notes will be represented by one or more Global Securities pertaining to such Series registered in the name of Cede & Co., the nominee of DTC. The Corporation will deposit the Global Securities with DTC or its custodian and register the Global Securities in the name of Cede & Co.

SECTION 2.6 Interest. The 2034 Notes will bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from, and including, November 4, 2024 at the rate of 5.150% per annum, payable semiannually in arrears; interest payable on each 2034 Interest Payment Date will include interest accrued from November 4, 2024, or from the most recent 2034 Interest Payment Date to which interest has been paid or duly provided for; the 2034 Interest Payment Dates on which such interest (except defaulted interest, which shall be paid in accordance with Section 2.13 of the Indenture) shall be payable are June 1 and December 1, commencing on June 1, 2025; and the regular record date for the interest payable on any 2034 Interest Payment Date is the close of business on the 15th calendar day immediately preceding such 2034 Interest Payment Date, whether or not such 15th calendar day is a Business Day.

The 2054 Notes will bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from, and including, November 4, 2024 at the rate of 5.500% per annum, payable semiannually in arrears; interest payable on each 2054 Interest Payment Date will include interest accrued from November 4, 2024, or from the most recent 2054 Interest Payment Date to which interest has been paid or duly provided for; the 2054 Interest Payment Dates on which such interest (except defaulted interest, which shall be paid in accordance with Section 2.13 of the Indenture) shall be payable are June 1 and December 1, commencing on June 1, 2025; and the regular record date for the interest payable on any 2054 Interest Payment Date is the close of business on the 15th calendar day immediately preceding such 2054 Interest Payment Date, whether or not such 15th calendar day is a Business Day.

SECTION 2.7 Authorized Denominations. The Notes shall be issuable in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

SECTION 2.8 Optional Redemption of the 2034 Notes.

(a) Prior to the 2034 Par Call Date, the Corporation may redeem the 2034 Notes, at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (A) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (a "2034 Optional Redemption Date") (assuming the 2034 Notes are scheduled to mature on the

2034 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 15 basis points less (B) interest accrued to, but excluding, the date of redemption, and

(ii) 100% of the principal amount of the 2034 Notes to be redeemed;

plus, in either case, accrued and unpaid interest, if any, to, but excluding, such 2034 Optional Redemption Date.

(b) On or after the 2034 Par Call Date, the Corporation may redeem the 2034 Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the 2034 Notes being redeemed plus accrued and unpaid interest thereon to, but excluding, the 2034 Optional Redemption Date.

Notwithstanding the foregoing, the Corporation shall pay any interest installment due on a 2034 Interest Payment Date which occurs on or prior to a 2034 Optional Redemption Date to the Holders of the 2034 Notes as of the close of business on the regular record date immediately preceding such 2034 Interest Payment Date.

The Corporation may at any time, and from time to time, purchase 2034 Notes at any price or prices in the open market or otherwise.

The Corporation's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notwithstanding Section 3.4 of the Indenture, at least 10 days but not more than 30 days before a 2034 Optional Redemption Date, the Corporation shall send or cause to be sent by electronic transmission or by first class mail (with a copy to the Trustee), a notice of redemption to each Holder of 2034 Notes to be redeemed.

#### SECTION 2.9 Optional Redemption of the 2054 Notes.

(a) Prior to the 2054 Par Call Date, the Corporation may redeem the 2054 Notes, at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (A) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (a "2054 Optional Redemption Date") (assuming the 2054 Notes are scheduled to mature on the 2054 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 20 basis points less (B) interest accrued to, but excluding, the date of redemption, and

(ii) 100% of the principal amount of the 2054 Notes to be redeemed;

plus, in either case, accrued and unpaid interest, if any, to, but excluding, such 2054 Optional Redemption Date.



(b) On or after the 2054 Par Call Date, the Corporation may redeem the 2054 Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the 2054 Notes being redeemed plus accrued and unpaid interest thereon to, but excluding, the 2054 Optional Redemption Date.

Notwithstanding the foregoing, the Corporation shall pay any interest installment due on a 2054 Interest Payment Date which occurs on or prior to a 2054 Optional Redemption Date to the Holders of the 2054 Notes as of the close of business on the regular record date immediately preceding such 2054 Interest Payment Date.

The Corporation may at any time, and from time to time, purchase 2054 Notes at any price or prices in the open market or otherwise.

The Corporation's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notwithstanding Section 3.4 of the Indenture, at least 10 days but not more than 30 days before a 2054 Optional Redemption Date, the Corporation shall send or cause to be sent by electronic transmission or by first class mail (with a copy to the Trustee), a notice of redemption to each Holder of 2054 Notes to be redeemed.

SECTION 2.10 Appointment of Agents. The Trustee will initially be the Registrar and Paying Agent for the Notes.

### ARTICLE III

#### Additional Covenants

SECTION 3.1 Limitations on Liens. Subject to the following two sentences, the Corporation shall not, and shall not permit any Restricted Subsidiary to, as security for any Debt, incur a Lien on any Restricted Property, unless the Corporation or such Restricted Subsidiary secures or causes to be secured any outstanding Notes equally and ratably with all Debt secured by such Lien (it being understood that such Lien may equally and ratably secure such Notes and any other obligations of the Corporation or its Subsidiaries that are not subordinated in right of payment to any outstanding Notes). The foregoing restrictions will not apply to, among other things, Liens:

- (i) existing on the Issue Date of the Notes or existing at the time an entity becomes a Restricted Subsidiary;
- (ii) existing at the time of the acquisition of the Restricted Property or incurred to finance all or some of the purchase price or cost of construction; provided that the Lien may not extend to any other Restricted Property (other than, in the case of construction, unimproved real property) owned by the Corporation or any of its Restricted Subsidiaries at the time the property is acquired or the Lien is incurred; and provided, further, that the Lien may not be

incurred more than one year after the later of the acquisition, completion of construction or commencement of full operation of the property;

(iii) securing Debt of the Corporation owed to a Restricted Subsidiary or securing Debt of a Restricted Subsidiary owed to the Corporation or another Restricted Subsidiary;

(iv) existing at the time an entity merges into, consolidates with, or enters into a share exchange with the Corporation or a Restricted Subsidiary or a Person transfers or leases all or substantially all its assets to the Corporation or a Restricted Subsidiary;

(v) in favor of a government or governmental entity that secures payment pursuant to a contract, subcontract, statute or regulation, secures Debt guaranteed by the government or governmental agency, secures Debt incurred to finance all or some of the purchase price or cost of construction of goods, products or facilities produced under contract or subcontract for the government or governmental entity, or secures Debt incurred to finance all or some of the purchase price or cost of construction of the property subject to the Lien; or

(vi) extending, renewing or replacing in whole or in part a Lien (an “existing Lien”) permitted by any of clauses (i) through (v); provided that such Lien may not extend beyond the property subject to the existing Lien and the Debt secured by the Lien may not exceed the amount of Debt secured at the time by the existing Lien unless the existing Lien or a predecessor Lien equally and ratably secures the outstanding Notes and the Debt.

In addition and notwithstanding the foregoing restrictions, the Corporation and any of its Restricted Subsidiaries may, without securing the Notes of any Series, incur a Lien that otherwise would be subject to the foregoing restrictions; provided that after giving effect to such Lien the aggregate amount of all Debt secured by Liens that otherwise would be prohibited by this Section 3.1 (for the avoidance of doubt, excluding Debt secured by a Lien permitted by any of clauses (i) through (vi) above), plus all Attributable Debt in respect of Sale-Leaseback Transactions that otherwise would be prohibited by Section 3.2 at the time such Lien is incurred would not exceed 15% of Consolidated Net Tangible Assets.

If, upon any consolidation, merger or transfer described in Section 5.1 of the Indenture, a Restricted Property would become subject to an attaching Lien that secures Debt, then, before the consolidation, merger or transfer occurs, the Corporation by supplemental indenture shall secure the Securities of each Series by a direct lien on such Restricted Property. The direct Lien shall have priority over all Liens on such Restricted Property except those already encumbering such Restricted Property. The direct Lien may equally and ratably secure the Securities of each Series and any other obligation of the Corporation or a Subsidiary. Notwithstanding the foregoing, the Corporation need not comply with the above provisions of this paragraph if (i) upon the consolidation, merger or transfer, the attaching Lien will secure the Securities of each Series equally and ratably with or prior to Debt secured by the attaching Lien or (ii) pursuant to the other provisions of this Section 3.1, the Corporation or a Restricted

Subsidiary would not be prohibited from creating a Lien on the Restricted Property to secure Debt at least equal in amount to that secured by the attaching Lien.

This Section 3.1 is one of the covenants eligible for the provisions of Section 8.3 of the Indenture.

SECTION 3.2 Limitations on Sale and Lease-Back Transactions. Subject to the following sentence, the Corporation shall not, and shall not permit any Restricted Subsidiary to, enter into a Sale-Leaseback Transaction, unless:

- (i) the lease is between the Corporation and a Restricted Subsidiary or between Restricted Subsidiaries;
- (ii) the Corporation or such Restricted Subsidiary would be entitled, pursuant to Section 3.1, to create a Lien on the property to be leased securing Debt in an amount at least equal in amount to the Attributable Debt in respect of the Sale-Leaseback Transaction without equally and ratably securing the outstanding Notes under Section 3.1;
- (iii) the Corporation owns or acquires other property which will be made a Principal Property and is determined by the Board of Directors of the Corporation to have a fair value equal to or greater than the Attributable Debt incurred;
- (iv) within 270 days of the effective date of the lease, the Corporation makes Capital Expenditures with respect to a Principal Property in an amount at least equal to the amount of the Attributable Debt incurred; or
- (v) the Corporation or a Restricted Subsidiary makes an optional prepayment in cash of its Debt or finance lease obligations at least equal in amount to the Attributable Debt for the lease, the prepayment is made within 270 days of the effective date of the lease, the Debt prepaid is not owned by the Corporation or a Restricted Subsidiary, the Debt prepaid is not subordinated in right of payment to any of the Notes, and the Debt prepaid was Long-Term Debt at the time it was created.

In addition and notwithstanding the foregoing restrictions, the Corporation and any of its Restricted Subsidiaries may, without securing the Notes of any Series, enter into a Sale-Leaseback Transaction that otherwise would be subject to the foregoing restrictions; provided that after giving effect to such Sale-Leaseback Transaction the aggregate amount of all Debt secured by Liens that otherwise would be prohibited by Section 3.1 (for the avoidance of doubt, excluding Debt secured by a Lien permitted by any of clauses (i) through (vi) thereof), plus all Attributable Debt in respect of Sale-Leaseback Transactions that otherwise would be prohibited by this Section 3.2 would not exceed 15% of Consolidated Net Tangible Assets.

This Section 3.2 is one of the covenants eligible for the provisions of Section 8.3 of the Indenture.

SECTION 3.3 Change of Control Repurchase Event. If a Change of Control Repurchase Event occurs (unless, with respect to any Series of Notes, the Corporation has exercised its right to redeem such Series in full in accordance with Section 2.8 or Section 2.9, as applicable), the Corporation shall make an irrevocable offer (subject to consummation of the Change of Control Repurchase Event) (a “Change of Control Offer”) to each Holder of Notes (except any such Notes in respect of which the Corporation has exercised its right to redeem such Series in full accordance with Section 2.8 or Section 2.9, as applicable) to repurchase all or, at the election of such Holder, any part (equal to a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) of such Holder’s Notes for cash at a price equal to 101% of the principal amount of such Notes to be repurchased plus unpaid interest, if any, accrued thereon to, but excluding, the repurchase date. Notwithstanding the foregoing, the Corporation shall pay any interest installment due on an Interest Payment Date which occurs on or prior to the repurchase date to the Holders of the Notes of the applicable Series as of the close of business on the applicable record date immediately preceding such Interest Payment Date.

(a) The Corporation shall send a notice to each Holder of the applicable Notes by first class mail, with a copy to the Trustee, within 30 days following the date upon which any Change of Control Repurchase Event has occurred, or at its option, prior to any Change of Control but after the public announcement of the pending Change of Control. The notice shall govern the terms of the Change of Control Offer and shall describe the transaction that constitutes or may constitute the Change of Control Repurchase Event and shall irrevocably offer (subject to consummation of the Change of Control Repurchase Event) to repurchase all of such Notes on the repurchase date specified in the notice. Subject to the following sentence, the repurchase date shall be at least 30 days but no more than 60 days from the date such notice is sent (a “Change of Control Payment Date”). If the notice is sent prior to the date of consummation of the Change of Control, the notice shall state that the Change of Control Offer is conditioned on the Change of Control Repurchase Event occurring on or prior to the repurchase date specified in the notice. Holders electing to have their Notes purchased pursuant to a Change of Control Offer shall be required to surrender their Notes, with the form entitled “Option of Holder to Elect Repurchase” on the reverse completed, to the Paying Agent at the address specified in the notice, or transfer their Notes to the Paying Agent by book-entry transfer pursuant to the applicable procedures of the Paying Agent, prior to the close of business on the third Business Day prior to the Change of Control Payment Date. The Paying Agent shall promptly send to each Holder of Notes properly tendered the repurchase price for such Notes, and the Trustee, upon the Corporation’s execution and delivery of the related Notes, shall promptly authenticate and send (or cause to be transferred by book-entry) to each Holder a new Note of the same Series equal in principal amount to any unredeemed portion of any Notes properly tendered.

(b) On the Change of Control Payment Date, the Corporation shall, to the extent lawful: (i) accept for payment all properly tendered Notes or portions of Notes of the applicable Series that have not been validly withdrawn; (ii) on or before 10:00 a.m. (New York City time) on such date, deposit with the Trustee or with the Paying Agent (other than the Corporation or an Affiliate of the Corporation) money sufficient to pay the required payment for all properly tendered Notes or portions of Notes of such Series that have not been validly withdrawn; and (iii) deliver or cause to be delivered to the Trustee the repurchased Notes of such

Series, accompanied by an Officers' Certificate stating the aggregate principal amount of repurchased Notes of such Series. The Trustee or the Paying Agent shall promptly return to the Corporation any money deposited with the Trustee or the Paying Agent by the Corporation in excess of the amounts necessary to pay the repurchase price of all Notes to be repurchased.

(c) The Corporation shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes of any Series as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Supplemental Indenture, the Indenture or the Notes, the Corporation shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 3.3 or the Notes by virtue of any such conflict.

(d) The Corporation shall not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements of this Section 3.3 and such third party purchases all Notes properly tendered and not withdrawn by the Holders thereof under its offer.

(e) If Notes tendered in a Change of Control Offer are paid or if the Corporation has deposited with the Trustee or the Paying Agent money sufficient to pay the repurchase price of all Notes to be repurchased, on and after the repurchase date, interest shall cease to accrue on the Notes or the portions of Notes tendered and not withdrawn in a Change of Control Offer (regardless of whether certificates for such Notes are actually surrendered). If any Security tendered in a Change of Control Offer shall not be so paid upon surrender for repurchase because of the failure of the Corporation to comply with paragraph (c) of this Section 3.3, interest shall be paid on the unpaid principal from the repurchase date until such principal is paid, and, to the extent lawful, on any interest not paid on such unpaid principal, in each case, at the rate provided in such Security.

This Section 3.3 is one of the covenants eligible for the provisions of Section 8.3 of the Indenture.

SECTION 3.4 Maintenance of Office or Agency. In the event that certificated Notes of any Series are outstanding, then, for so long as such certificated Notes of such Series are outstanding, the Corporation shall maintain in the United States, an office or agency where certificated Notes of such Series may be presented or surrendered for payment and where certificated Notes of each such Series may be surrendered for registration of transfer or exchange. The Corporation shall give prompt written notice to the Trustee of the location, and any change in the location, of each such office or agency. If at any time the Corporation shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations may be made or served at the corporate trust office of the Trustee, and the Corporation hereby appoints the Trustee as its agent to receive all such presentations.

ARTICLE IV

Form of Notes

SECTION 4.1 Form of Notes.

(a) The 2034 Notes and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the form set forth in Exhibit A hereto.

(b) The 2054 Notes and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the form set forth in Exhibit B hereto.

ARTICLE V

Original Issue of Notes

SECTION 5.1 Original Issue of Notes. The Notes of a Series may, upon execution of this Supplemental Indenture, be executed by the Corporation and delivered to the Trustee for authentication, and the Trustee shall, upon Corporation order, authenticate and deliver Notes of such Series as in such Corporation order provided.

ARTICLE VI

Miscellaneous

SECTION 6.1 Ratification of Indenture. The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided; provided, however, that, notwithstanding anything to the contrary, the provisions of this Supplemental Indenture shall apply solely with respect to the Notes (and not to any other Series of Securities). To the extent that the provisions of this Supplemental Indenture conflict with any provision of the Indenture, the provisions of this Supplemental Indenture shall govern and be controlling with respect to the Notes (and only with respect to the Notes).

SECTION 6.2 Effect of Supplemental Indenture. The definition of each term set forth in Article I of the Indenture is with respect to the Notes (and only with respect to the Notes) deleted and replaced in its entirety by the definition ascribed to such term in Article I of this Supplemental Indenture to the extent any such term is defined in both the Indenture and this Supplemental Indenture.

(i) Exhibit A of this Supplemental Indenture, with respect to the 2034 Notes (and only with respect to the 2034 Notes), shall supersede and replace Exhibit A to the Indenture; and (ii) Exhibit B of this Supplemental Indenture, with respect to the 2054 Notes (and only with respect to the 2054 Notes), shall supersede and replace Exhibit A to the Indenture.

SECTION 6.3 Trustee Not Responsible for Recitals. The recitals herein contained are made by the Corporation and not by the Trustee, and the Trustee assumes no

responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

SECTION 6.4 Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE NOTES. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 6.5 Separability. In case any one or more of the provisions contained in the Indenture, this Supplemental Indenture or the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Indenture, this Supplemental Indenture or of the Notes, but the Indenture, this Supplemental Indenture and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

SECTION 6.6 Counterparts. This Supplemental Indenture may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Supplemental Indenture or any document to be signed in connection with this Supplemental Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the day and year first above written.

MARTIN MARIETTA MATERIALS, INC.

By: /s/ James A. J. Nickolas

Name: James A. J. Nickolas

Title: Executive Vice President and Chief Financial Officer

*[Martin Marietta Materials, Inc. – Signature Page to Fifth Supplemental Indenture]*

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REGIONS BANK, AS TRUSTEE

By: /s/ Kristine Prall

Name: Kristine Prall

Title: Vice President

*[Martin Marietta Materials, Inc. – Signature Page to Fifth Supplemental Indenture]*

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[UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF ANY SUCCESSOR DEPOSITARY.]<sup>1</sup>

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<sup>1</sup> Remove Global Securities Legend if inapplicable.

MARTIN MARIETTA MATERIALS, INC.  
5.150% SENIOR NOTES DUE 2034

No. \_\_\_\_\_

CUSIP: 573284 BA3  
ISIN: US573284BA34

Martin Marietta Materials, Inc., a North Carolina corporation, promises to pay to Cede & Co., or registered assigns, the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on December 1, 2034, or such other amount as provided on the "Schedule of Principal Amount" attached hereto.

Interest Payment Dates: June 1 and December 1, beginning on [      ]

Record Dates: 15th calendar day immediately preceding the applicable Interest Payment Date

Reference is made to further provisions of this 5.150% Senior Note due 2034 (this "2034 Note") set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, the Holder of this 2034 Note shall not be entitled to any benefits under the Indenture referred to on the reverse hereof or be valid or obligatory for any purpose.

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In WITNESS WHEREOF, the Corporation has caused this instrument to be duly executed.

Dated [     ]     ]

MARTIN MARIETTA MATERIALS, INC.  
as Issuer

By: \_\_\_\_\_  
Authorized Signatory

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the 2034 Notes  
referred to in the within-mentioned Supplemental Indenture:

Dated [     ]     ]

REGIONS BANK,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

*[Martin Marietta Materials, Inc. – Signature Page to 2034 Global Note]*

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(Reverse of Note)  
5.150% Senior Notes due 2034  
MARTIN MARIETTA MATERIALS, INC.

Capitalized terms used herein shall have the meanings assigned to them in the Indenture (as supplemented by the Supplemental Indenture) referred to below unless otherwise indicated.

(1) Interest. Martin Marietta Materials, Inc., a North Carolina corporation, or its successor (the “Corporation”), promises to pay interest on the outstanding principal amount of this 2034 Note at the fixed rate per annum shown above, and at the same rate on any overdue principal or overdue installment of interest to the extent lawful. The Corporation shall pay interest in United States dollars semiannually in arrears on June 1 and December 1 of each year, commencing on [ ] (each, an “Interest Payment Date”), except as provided in Section 10.7 of the Indenture with respect to an Interest Payment Date that is not a Business Day. Interest on this 2034 Note shall accrue from, and including, the most recent date to which interest has been paid or, if no interest has been paid, from and including [ ]. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

(2) Method of Payment. The Corporation shall pay interest on this 2034 Note on the applicable Interest Payment Date to the Persons who are Holders of this 2034 Note at the close of business on the 15th calendar day immediately preceding such Interest Payment Date, whether or not such 15th calendar day is a Business Day, even if this 2034 Note is cancelled after such regular record date and on or before such Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to defaulted interest. This 2034 Note shall be payable as to principal, premium and interest at the office or agency of the Corporation maintained for such purpose within the Borough of Manhattan, The City and State of New York; provided that (a) payment by wire transfer of immediately available funds shall be required with respect to principal of, premium, if any, and interest on, all Global Securities and (b) at the option of the Corporation, payment of interest on an Interest Payment Date may be made by check mailed to a Holder’s address. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Any payments of principal of, premium, if any, and interest on this 2034 Note prior to the Stated Maturity Date shall be binding upon all future Holders of this 2034 Note, whether or not noted hereon. The amount due and payable at the maturity or earlier redemption or repurchase of this 2034 Note shall be payable only upon presentation and surrender of this 2034 Note at an office of the Trustee or the Trustee’s agent appointed for such purposes.

(3) Paying Agent and Registrar. Initially, the Trustee under the Indenture shall act as Paying Agent and Registrar. The Corporation may change any Paying Agent or Registrar for any reason, without notice to any Holder. The Corporation or any of its Subsidiaries may act in any such capacity.

(4) Indenture. The Corporation issued this 2034 Note under an Indenture dated as of May 22, 2017 (the “Indenture”) as supplemented by the Fifth Supplemental Indenture dated as of November 4, 2024 (the “Supplemental Indenture”), between the Corporation and the

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Trustee. The terms of this 2034 Note include those stated in the Indenture (as supplemented by the Supplemental Indenture) and those made a part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbb) (the “TIA”). To the extent the provisions of this 2034 Note are inconsistent with the provisions of the Indenture (as supplemented by the Supplemental Indenture), the Indenture (as supplemented by the Supplemental Indenture) shall govern. This 2034 Note is subject to all such terms, and Holders are referred to the Indenture, the Supplemental Indenture and the TIA for a statement of such terms. The 2034 Notes issued on the Issue Date of the Notes are senior unsecured obligations of the Corporation initially limited to \$ \_\_\_\_\_ in aggregate principal amount. The Indenture (as supplemented by the Supplemental Indenture) permits the issuance of additional 2034 Notes subject to compliance with certain conditions.

(5) Denominations, Transfer, Exchange. The 2034 Notes are in registered form without coupons in initial denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The transfer of the 2034 Notes may be registered and the 2034 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Corporation may require a Holder to pay any taxes and expenses required by law or permitted by the Indenture. The Corporation need not exchange or register the transfer of any 2034 Note or portion of a 2034 Note selected for optional redemption, except for the unredeemed portion of any 2034 Note being redeemed in part pursuant to an optional redemption. Also, it need not exchange or register the transfer of any 2034 Notes for a period of 15 days before a selection of 2034 Notes to be redeemed pursuant to an optional redemption or during the period between a regular record date and the corresponding Interest Payment Date.

(6) Change of Control Repurchase Event. This 2034 Note shall be subject to repurchase at the option of Holders under the circumstances specified in Section 3.3 of the Supplemental Indenture.

(7) Optional Redemption. This 2034 Note shall be subject to optional redemption in accordance with Section 2.8 of the Supplemental Indenture.

(8) Persons Deemed Owners. The Holder of this 2034 Note may be treated as its owner for all purposes.

(9) Trustee Dealings with the Corporation. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Corporation or its Affiliates, and may otherwise deal with the Corporation or its Affiliates, as if it were not the Trustee.

(10) No Recourse Against Others. No director, officer, employee or stockholder, past, present or future, of the Corporation or any of its Subsidiaries, as such or in such capacity, shall have any personal liability for any obligations of the Corporation under the 2034 Notes, the Supplemental Indenture or the Indenture by reason of his, her or its status as such director, officer, employee or stockholder.

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No recourse may, to the full extent permitted by applicable law, be taken, directly or indirectly, with respect to the obligations of the Corporation on the 2034 Notes or under the Indenture, Supplemental Indenture or any related documents, any certificate or other writing delivered in connection therewith, against (i) the Trustee in its individual capacity, or (ii) any partner, owner, beneficiary, officer, director, employee, agent, successor or assign of the Trustee, each in its individual capacity, or (iii) any holder of equity in the Trustee.

Each Holder of 2034 Notes by accepting a 2034 Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the 2034 Notes.

(11) Authentication. This 2034 Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(12) Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(13) CUSIP, ISIN Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Corporation has caused CUSIP and ISIN numbers to be printed on this 2034 Note and the Trustee may use CUSIP, ISIN or other similar numbers in notices of redemption as a convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on this 2034 Note or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

(14) THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE AND THE 2034 NOTES. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THE 2034 NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

The Corporation shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Martin Marietta Materials, Inc.  
4123 Parklake Avenue  
Raleigh, North Carolina 27612  
Attention: General Counsel

---

ASSIGNMENT FORM

To assign this 2034 Note, fill in the form below: (I) or (we) assign and transfer this 2034 Note to

\_\_\_\_\_  
(Insert assignee's soc. sec. or tax I.D. no.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print or type assignee's name, address and zip code)

and irrevocably appoint

\_\_\_\_\_  
to transfer this 2034 Note on the books of the Corporation. The agent may substitute another to act for him.

Date: \_\_\_\_\_

\_\_\_\_\_  
Your Signature:  
(Sign exactly as your name appears on the  
face of this 2034 Note)

Signature  
guarantee: \_\_\_\_\_

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

\_\_\_\_\_



OPTION OF HOLDER TO ELECT REPURCHASE

If you want to elect to have this 2034 Note repurchased by the Corporation pursuant to Section 3.3 (“Change of Control Repurchase Event”) of the Supplemental Indenture, check the box below:

Section 3.3

If you want to elect to have only part of this 2034 Note repurchased by the Corporation pursuant to Section 3.3 of the Supplemental Indenture, state the amount (in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof) you elect to have repurchased:

\$ \_\_\_\_\_

Date:

\_\_\_\_\_

Your

Signature:

\_\_\_\_\_ (Sign exactly as your name appears on this 2034 Note)

Tax Identification Number: \_\_\_\_\_

Signature guarantee: \_\_\_\_\_

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

---

SCHEDULE OF PRINCIPAL AMOUNT

The initial principal amount at maturity of this 2034 Note shall be \$ \_\_\_\_\_. The following decreases (or increases) in the principal amount at maturity of this Note have been made:

Date of Decrease (or Increase)	Amount of Decrease in Principal Amount of This Global Note	Amount of Increase in Principal Amount of This Global Note	Principal Amount of This Global Note Following Such Decrease (or Increase)	Signature of Authorized Signatory of Trustee or Note Custodian

[UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF ANY SUCCESSOR DEPOSITARY.]<sup>2</sup>

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<sup>2</sup> Remove Global Securities Legend if inapplicable.

MARTIN MARIETTA MATERIALS, INC.  
5.500% SENIOR NOTES DUE 2054

No. \_\_\_\_\_

CUSIP: 573284 BB1  
ISIN: US573284BB17

Martin Marietta Materials, Inc., a North Carolina corporation, promises to pay to Cede & Co., or registered assigns, the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on December 1, 2054, or such other amount as provided on the "Schedule of Principal Amount" attached hereto.

Interest Payment Dates: June 1 and December 1, beginning on [      ]

Record Dates: 15th calendar day immediately preceding the applicable Interest Payment Date

Reference is made to further provisions of this 5.500% Senior Note due 2054 (this "2054 Note") set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, the Holder of this 2054 Note shall not be entitled to any benefits under the Indenture referred to on the reverse hereof or be valid or obligatory for any purpose.

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In WITNESS WHEREOF, the Corporation has caused this instrument to be duly executed.

Dated [     ]     ]

MARTIN MARIETTA MATERIALS, INC.  
as Issuer

By: \_\_\_\_\_  
Authorized Signatory

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the 2054 Notes  
referred to in the within-mentioned Supplemental Indenture:

Dated [     ]     ]

REGIONS BANK,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

*[Martin Marietta Materials, Inc. – Signature Page to 2054 Global Note]*

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(Reverse of Note)  
5.500% Senior Notes due 2054  
MARTIN MARIETTA MATERIALS, INC.

Capitalized terms used herein shall have the meanings assigned to them in the Indenture (as supplemented by the Supplemental Indenture) referred to below unless otherwise indicated.

(1) Interest. Martin Marietta Materials, Inc., a North Carolina corporation, or its successor (the “Corporation”), promises to pay interest on the outstanding principal amount of this 2054 Note at the fixed rate per annum shown above, and at the same rate on any overdue principal or overdue installment of interest to the extent lawful. The Corporation shall pay interest in United States dollars semiannually in arrears on June 1 and December 1 of each year, commencing on [ ] (each, an “Interest Payment Date”), except as provided in Section 10.7 of the Indenture with respect to an Interest Payment Date that is not a Business Day. Interest on this 2054 Note shall accrue from, and including, the most recent date to which interest has been paid or, if no interest has been paid, from and including [ ]. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

(2) Method of Payment. The Corporation shall pay interest on this 2054 Note on the applicable Interest Payment Date to the Persons who are Holders of this 2054 Note at the close of business on the 15th calendar day immediately preceding such Interest Payment Date, whether or not such 15th calendar day is a Business Day, even if this 2054 Note is cancelled after such regular record date and on or before such Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to defaulted interest. This 2054 Note shall be payable as to principal, premium and interest at the office or agency of the Corporation maintained for such purpose within the Borough of Manhattan, The City and State of New York; provided that (a) payment by wire transfer of immediately available funds shall be required with respect to principal of, premium, if any, and interest on, all Global Securities and (b) at the option of the Corporation, payment of interest on an Interest Payment Date may be made by check mailed to a Holder’s address. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Any payments of principal of, premium, if any, and interest on this 2054 Note prior to the Stated Maturity Date shall be binding upon all future Holders of this 2054 Note, whether or not noted hereon. The amount due and payable at the maturity or earlier redemption or repurchase of this 2054 Note shall be payable only upon presentation and surrender of this 2054 Note at an office of the Trustee or the Trustee’s agent appointed for such purposes.

(3) Paying Agent and Registrar. Initially, the Trustee under the Indenture shall act as Paying Agent and Registrar. The Corporation may change any Paying Agent or Registrar for any reason, without notice to any Holder. The Corporation or any of its Subsidiaries may act in any such capacity.

(4) Indenture. The Corporation issued this 2054 Note under an Indenture dated as of May 22, 2017 (the “Indenture”) as supplemented by the Fifth Supplemental Indenture dated as of November 4, 2024 (the “Supplemental Indenture”), between the Corporation and the

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Trustee. The terms of this 2054 Note include those stated in the Indenture (as supplemented by the Supplemental Indenture) and those made a part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb) (the “TIA”). To the extent the provisions of this 2054 Note are inconsistent with the provisions of the Indenture (as supplemented by the Supplemental Indenture), the Indenture (as supplemented by the Supplemental Indenture) shall govern. This 2054 Note is subject to all such terms, and Holders are referred to the Indenture, the Supplemental Indenture and the TIA for a statement of such terms. The 2054 Notes issued on the Issue Date of the Notes are senior unsecured obligations of the Corporation initially limited to \$ \_\_\_\_\_ in aggregate principal amount. The Indenture (as supplemented by the Supplemental Indenture) permits the issuance of additional 2054 Notes subject to compliance with certain conditions.

(5) Denominations, Transfer, Exchange. The 2054 Notes are in registered form without coupons in initial denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The transfer of the 2054 Notes may be registered and the 2054 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Corporation may require a Holder to pay any taxes and expenses required by law or permitted by the Indenture. The Corporation need not exchange or register the transfer of any 2054 Note or portion of a 2054 Note selected for optional redemption, except for the unredeemed portion of any 2054 Note being redeemed in part pursuant to an optional redemption. Also, it need not exchange or register the transfer of any 2054 Notes for a period of 15 days before a selection of 2054 Notes to be redeemed pursuant to an optional redemption or during the period between a regular record date and the corresponding Interest Payment Date.

(6) Change of Control Repurchase Event. This 2054 Note shall be subject to repurchase at the option of Holders under the circumstances specified in Section 3.3 of the Supplemental Indenture.

(7) Optional Redemption. This 2054 Note shall be subject to optional redemption in accordance with Section 2.9 of the Supplemental Indenture.

(8) Persons Deemed Owners. The Holder of this 2054 Note may be treated as its owner for all purposes.

(9) Trustee Dealings with the Corporation. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Corporation or its Affiliates, and may otherwise deal with the Corporation or its Affiliates, as if it were not the Trustee.

(10) No Recourse Against Others. No director, officer, employee or stockholder, past, present or future, of the Corporation or any of its Subsidiaries, as such or in such capacity, shall have any personal liability for any obligations of the Corporation under the 2054 Notes, the Supplemental Indenture or the Indenture by reason of his, her or its status as such director, officer, employee or stockholder.

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No recourse may, to the full extent permitted by applicable law, be taken, directly or indirectly, with respect to the obligations of the Corporation on the 2054 Notes or under the Indenture, Supplemental Indenture or any related documents, any certificate or other writing delivered in connection therewith, against (i) the Trustee in its individual capacity, or (ii) any partner, owner, beneficiary, officer, director, employee, agent, successor or assign of the Trustee, each in its individual capacity, or (iii) any holder of equity in the Trustee.

Each Holder of 2054 Notes by accepting a 2054 Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the 2054 Notes.

(11) Authentication. This 2054 Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(12) Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(13) CUSIP, ISIN Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Corporation has caused CUSIP and ISIN numbers to be printed on this 2054 Note and the Trustee may use CUSIP, ISIN or other similar numbers in notices of redemption as a convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on this 2054 Note or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

(14) THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE AND THE 2054 NOTES. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THE 2054 NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

The Corporation shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Martin Marietta Materials, Inc.  
4123 Parklake Avenue  
Raleigh, North Carolina 27612  
Attention: General Counsel

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ASSIGNMENT FORM

To assign this 2034 Note, fill in the form below: (I) or (we) assign and transfer this 2034 Note to

\_\_\_\_\_  
(Insert assignee's soc. sec. or tax I.D. no.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print or type assignee's name, address and zip code)

and irrevocably appoint

\_\_\_\_\_  
to transfer this 2034 Note on the books of the Corporation. The agent may substitute another to act for him.

Date: \_\_\_\_\_

\_\_\_\_\_  
Your Signature:  
(Sign exactly as your name appears on the  
face of this 2034 Note)

Signature  
guarantee: \_\_\_\_\_

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

\_\_\_\_\_

OPTION OF HOLDER TO ELECT REPURCHASE

If you want to elect to have this 2034 Note repurchased by the Corporation pursuant to Section 3.3 (“Change of Control Repurchase Event”) of the Supplemental Indenture, check the box below:

Section 3.3

If you want to elect to have only part of this 2034 Note repurchased by the Corporation pursuant to Section 3.3 of the Supplemental Indenture, state the amount (in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof) you elect to have repurchased:

\$ \_\_\_\_\_

Date:

\_\_\_\_\_

Your

Signature:

\_\_\_\_\_ (Sign exactly as your name appears on this 2034 Note)

Tax Identification Number: \_\_\_\_\_

Signature guarantee: \_\_\_\_\_

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

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SCHEDULE OF PRINCIPAL AMOUNT

The initial principal amount at maturity of this 2054 Note shall be \$ \_\_\_\_\_. The following decreases (or increases) in the principal amount at maturity of this Note have been made:

Date of Decrease (or Increase)	Amount of Decrease in Principal Amount of This Global Note	Amount of Increase in Principal Amount of This Global Note	Principal Amount of This Global Note Following Such Decrease (or Increase)	Signature of Authorized Signatory of Trustee or Note Custodian



November 4, 2024

Martin Marietta Materials, Inc.  
4123 Parklake Avenue  
Raleigh, North Carolina 27612  
Attention: Mr. James A.J. Nickolas

Ladies and Gentlemen:

We have served as special North Carolina counsel to Martin Marietta Materials, Inc. (the "Company") in connection with the Registration Statement on Form S-3 (File No. 333-271686) (the "Registration Statement") filed on May 5, 2023 by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the issuance and sale from time to time by the Company of an indeterminate amount of certain securities, including debt securities. The Company has entered into an Underwriting Agreement (the "Underwriting Agreement"), dated as of October 31, 2024, with Deutsche Bank Securities Inc. and J.P. Morgan Securities LLC, as Representatives of the several Underwriters named therein, relating to the issuance and sale by the Company of \$750,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2034 and \$750,000,000 aggregate principal amount of the Company's 5.500% Senior Notes due 2054 (collectively, the "Securities"). The Company is issuing the Securities under an Indenture, dated May 22, 2017, between the Company and Regions Bank, an Alabama state chartered bank, as Trustee (the "Base Indenture"), and the Fifth Supplemental Indenture dated November 4, 2024 between the Company and Regions Bank, an Alabama state chartered bank, as Trustee (together with the Base Indenture, the "Indenture").

These opinions are being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Act. The Company will file a Current Report on Form 8-K with respect to the offer and sale of the Securities (the "Form 8-K") which is to include this opinion letter as an exhibit. A copy of this opinion letter is also being provided to Cravath, Swaine & Moore LLP, counsel assisting the Company in the issuance of the Securities, with the understanding that Cravath, Swaine & Moore LLP will rely upon this opinion letter in providing its opinion in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Act.

In connection with these opinions, we have examined original, certified, conformed, electronic or photographic copies, certified or otherwise identified to our satisfaction, of such records, documents, certificates and instruments as we have deemed necessary and appropriate to enable us to render the opinions expressed below.

In such review, we have assumed the genuineness of all signatures, the capacity of all natural persons, the authenticity of all documents and certificates submitted to us as originals or duplicate originals, the conformity to original documents and certificates of the documents and certificates submitted to us as certified, electronic, conformed or facsimile copies, the authenticity of the originals of such latter documents and certificates, the accuracy and completeness of all statements contained in all such documents and certificates, and the integrity and completeness of the minute books and records of the Company to the date hereof. As to all questions of fact material to the opinions expressed herein that have not been independently established, we have relied, without investigation or analysis of any underlying data, upon certificates and statements of public officials and representatives of the Company.

ROBINSON, BRADSHAW & HINSON, P.A. : [robinsonbradshaw.com](http://robinsonbradshaw.com)  
Charlotte Office : 101 N. Tryon St., Ste. 1900, Charlotte, NC 28246 : 704.377.2536

Based upon the foregoing, and subject to all of the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Company is a corporation duly incorporated and validly existing under the laws of the State of North Carolina.
2. The Indenture has been duly authorized, executed and delivered by the Company.
3. The Securities have been duly authorized, executed and delivered by the Company and, assuming due authentication as provided in the Indenture and payment therefor pursuant to the Underwriting Agreement, are duly and validly issued and outstanding.

The foregoing opinions are limited to the laws of the State of North Carolina and the federal laws of the United States, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

We consent to the filing of this opinion as an exhibit to the Company's Form 8-K incorporated by reference in the Registration Statement and to the reference to our firm under the caption "Legal matters" in the prospectus supplements with respect to the Securities filed by the Company with the Commission on October 31, 2024 and November 1, 2024 pursuant to Rules 424(b)(5) and 424(b)(2) under the Act, respectively. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or that this consent is required by Section 7 of the Act.

Very truly yours,

ROBINSON, BRADSHAW & HINSON, P.A.

/s/ Robinson, Bradshaw & Hinson, P.A.

cc: Cravath, Swaine & Moore LLP



November 4, 2024

Martin Marietta Materials, Inc.

\$750,000,000 Aggregate Principal Amount of 5.150% Senior Notes due 2034

\$750,000,000 Aggregate Principal Amount of 5.500% Senior Notes due 2054

Ladies and Gentlemen:

We have acted as counsel for Martin Marietta Materials, Inc., a North Carolina corporation (the "Company"), in connection with the public offering and sale by the Company of \$750,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2034 (the "2034 Notes") and \$750,000,000 aggregate principal amount of the Company's 5.500% Senior Notes due 2054 (the "2054 Notes" and, together with the 2034 Notes, the "Notes") to be issued pursuant to an Indenture dated as of May 22, 2017 (the "Base Indenture"), between the Company and Regions Bank (the "Trustee"), as amended and supplemented by the Fifth Supplemental Indenture dated as of November 4, 2024 (together with the Base Indenture, the "Indenture"), between the Company and the Trustee.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including the Indenture and the Registration Statement on Form S-3 (Registration No. 333-271686) filed with the Securities and Exchange Commission (the "Commission") on May 5, 2023, for registration under the Securities Act of 1933, as amended (the "Securities Act"), of various securities of the Company, to be issued from time to time by the Company (such Registration Statement being hereinafter referred to as the "Registration Statement"). As to various questions of fact material to this opinion, we have relied upon representations of officers or directors of the Company and documents furnished to us by the Company without independent verification of their accuracy. We have also assumed (a) the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as duplicates or copies, (b) that the Indenture has been duly authorized, executed and delivered by, and represents a legal, valid and binding obligation of, the Trustee, (c) that the Indenture has been duly authorized, executed and delivered by the Company and (d) that the Notes have been duly authorized, executed and delivered by the Company.

Based on the foregoing and subject to the qualifications set forth herein, we are of opinion that when the Notes are authenticated in accordance with the provisions of the Indenture and delivered and paid for, the Notes will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and entitled to the benefits of the Indenture (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether such enforceability is considered in a proceeding in equity or at law).

**NEW YORK**

Two Manhattan West  
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**WASHINGTON, D.C.**

1601 K Street NW  
Washington, D.C. 20006-1682  
T+1-202-869-7700  
F+1-202-869-7600

**CRAVATH, SWAINE & MOORE LLP**

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

We are admitted to practice in the State of New York, and we express no opinion as to matters governed by any laws other than the laws of the State of New York and the Federal laws of the United States of America. In particular, we do not purport to pass on any matter governed by the laws of the State of North Carolina.

Very truly yours,

/s/ Cravath, Swaine & Moore LLP

Martin Marietta Materials, Inc.  
4123 Parklake Avenue  
Raleigh, North Carolina 27612

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