

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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) December 23, 2009

**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.)

**2710 Wycliff Road, Raleigh, North Carolina**

(Address of Principal Executive Offices)

**27607**

(Zip Code)

**(919) 781-4550**

(Registrant's Telephone Number, Including Area Code)

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

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

- 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))

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

On December 23, 2009, the Corporation amended its \$325 million revolving credit agreement to provide for an increased leverage ratio covenant. As amended, the covenant requires the Corporation's ratio of consolidated debt to consolidated earnings before interest, taxes, depreciation, depletion and amortization (EBITDA), as defined, for the trailing twelve months (the "Leverage Ratio") to not exceed 3.75 to 1.00 as of December 31, 2009 or March 31, 2010 and to not exceed 3.50 to 1.00 as of the end of any fiscal quarter ending on or after June 30, 2010; provided that if (i) Consolidated Debt has increased in connection with a Specified Acquisition, (ii) as a consequence of such Specified Acquisition, the rating of long-term unsecured debt of the Borrower has not been suspended, withdrawn or fallen below BBB by Standard & Poor's (a division of The McGraw-Hill Companies, Inc.) or Baa2 by Moody's Investors Service, Inc. and (iii) the Administrative Agent has received a Specified Acquisition Notice within 10 days of consummation of such Specified Acquisition, then, for a period of 180 consecutive days following the consummation of such Specified Acquisition, the additional Consolidated Debt in connection with such Specified Acquisition shall be excluded from Consolidated Debt for purposes of calculating the Leverage Ratio, but only if the Leverage Ratio calculated without such exclusion at no time exceeds during such 180 day period the otherwise applicable maximum ratio set forth above modified to increase the numerator by 0.25. In exchange for the increased leverage ratio covenant, the Corporation agreed to (1) a new pricing schedule in the amendment to apply to interest and fees charged to the Corporation under the credit agreement; (2) pay an amendment fee of 0.08% of the total commitment of the lenders; and (3) reimburse the lenders for their costs and expenses incurred in connection with the amendment to the \$325 million revolving credit agreement.

On December 23, 2009, the Corporation amended its \$130 million term loan agreement to provide for an increased leverage ratio covenant. As amended, the covenant requires the Corporation's ratio of consolidated debt to consolidated earnings before interest, taxes, depreciation, depletion and amortization (EBITDA), as defined, for the trailing twelve months (the "Leverage Ratio") to not exceed 3.75 to 1.00 as of December 31, 2009 or March 31, 2010 and to not exceed 3.50 to 1.00 as of the end of any fiscal quarter ending on or after June 30, 2010; provided that if (i) Consolidated Debt has increased in connection with a Specified Acquisition, (ii) as a consequence of such Specified Acquisition, the rating of long-term unsecured debt of the Borrower has not been suspended, withdrawn or fallen below BBB by Standard & Poor's (a division of The McGraw-Hill Companies, Inc.) or Baa2 by Moody's Investors Service, Inc. and (iii) the Administrative Agent has received a Specified Acquisition Notice within 10 days of consummation of such Specified Acquisition, then, for a period of 180 consecutive days following the consummation of such Specified Acquisition, the additional Consolidated Debt in connection with such Specified Acquisition shall be excluded from Consolidated Debt for purposes of calculating the Leverage Ratio, but only if the Leverage Ratio calculated without such exclusion at no time exceeds during such 180 day period the otherwise applicable maximum ratio set forth above modified to increase the numerator by 0.25. In exchange for the increased leverage ratio covenant, the Corporation agreed to (1) pay an amendment fee of 0.08% of the outstanding principal balance of each consenting bank's loan as of the date of the amendment and (2) reimburse the lenders for their costs and expenses incurred in connection with the term loan agreement amendment.

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On December 23, 2009, the Corporation amended its \$100 million secured accounts receivable facility to provide for an increased leverage ratio covenant. As amended, the covenant requires the Corporation's ratio of consolidated debt to consolidated earnings before interest, taxes, depreciation, depletion and amortization (EBITDA), as defined, for the trailing twelve months (the "Leverage Ratio") to not exceed 3.75 to 1.00 as of December 31, 2009 or March 31, 2010 and to not exceed 3.50 to 1.00 as of the end of any fiscal quarter ending on or after June 30, 2010; provided that if (i) Consolidated Debt has increased in connection with a Specified Acquisition, (ii) as a consequence of such Specified Acquisition, the rating of long-term unsecured debt of the Borrower has not been suspended, withdrawn or fallen below BBB by Standard & Poor's (a division of The McGraw-Hill Companies, Inc.) or Baa2 by Moody's Investors Service, Inc. and (iii) the Administrative Agent has received a Specified Acquisition Notice within 10 days of consummation of such Specified Acquisition, then, for a period of 180 consecutive days following the consummation of such Specified Acquisition, the additional Consolidated Debt in connection with such Specified Acquisition shall be excluded from Consolidated Debt for purposes of calculating the Leverage Ratio, but only if the Leverage Ratio calculated without such exclusion at no time exceeds during such 180 day period the otherwise applicable maximum ratio set forth above modified to increase the numerator by 0.25. In exchange for the increased leverage ratio covenant, the Corporation agreed to (1) pay an amendment fee of 0.08% of the total facility commitment and (2) reimburse the lenders for their costs and expenses incurred in connection with the accounts receivable facility amendment.

**Item 9.01 Financial Statements and Exhibits.**

(c) Exhibits

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|-------|---|
| 10.01 | Amendment No. 1 dated as of December 23, 2009 to Second \$325,000,000 Amended and Restated Credit Agreement dated as of October 24, 2008, among Martin Marietta Materials, Inc., the banks parties thereto, and JP Morgan Chase Bank, N.A., as Administrative Agent |
| 10.02 | First Amendment dated as of December 23, 2009 to \$130,000,000 Term Loan Agreement dated as of April 23, 2009 among Martin Marietta Materials, Inc., SunTrust Bank, as Administrative Agent and a syndicate of banks  |
| 10.03 | First Amendment dated as of December 23, 2009 to \$100,000,000 Account Purchase Agreement dated as of April 21, 2009 between Martin Marietta Materials, Inc. and Wells Fargo Bank, N.A.   |
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**SIGNATURES**

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

MARTIN MARIETTA MATERIALS, INC.

(Registrant)

Date: December 23, 2009

By:

/s/ Anne H. Lloyd

Anne H. Lloyd,  
Executive Vice President and Chief Financial Officer

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## EXHIBIT INDEX

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.01	Amendment No. 1 dated as of December 23, 2009 to Second \$325,000,000 Amended and Restated Credit Agreement dated as of October 24, 2008, among Martin Marietta Materials, Inc., the banks parties thereto, and JP Morgan Chase Bank, N.A., as Administrative Agent
10.02	First Amendment dated as of December 23, 2009 to \$130,000,000 Term Loan Agreement dated as of April 23, 2009 among Martin Marietta Materials, Inc., SunTrust Bank, as Administrative Agent and a syndicate of banks
10.03	First Amendment dated as of December 23, 2009 to \$100,000,000 Account Purchase Agreement dated as of April 21, 2009 between Martin Marietta Materials, Inc. and Wells Fargo Bank, N.A.

**AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED  
CREDIT AGREEMENT**

AMENDMENT dated as of December 23, 2009 to the Second Amended and Restated Credit Agreement dated as of October 24, 2008 (the “**Credit Agreement**”) among MARTIN MARIETTA MATERIALS, INC., the LENDERS listed on the signature pages thereof and JPMORGAN CHASE BANK, N.A., as Administrative Agent, and BANK OF AMERICA, N.A., BRANCH BANKING AND TRUST COMPANY, WACHOVIA BANK, NATIONAL ASSOCIATION and WELLS FARGO BANK, N.A., as Co-Syndication Agents.

The parties hereto agree to amend the Credit Agreement as follows:

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

**Section 2. *Amendment to Leverage Ratio.*** The first paragraph of Section 5.09 is amended to read in its entirety as follows:

Section 5.09. *Leverage Ratio.* The Leverage Ratio shall not exceed (i) 3.25 to 1.00 as of the end of any fiscal quarter ending on or prior to September 30, 2009, (ii) 3.75 to 1.00 as of December 31, 2009 or March 31, 2010 and (iii) 3.50 to 1.00 as of the end of any fiscal quarter ending on or after June 30, 2010; *provided* that if (i) Consolidated Debt has increased in connection with a Specified Acquisition, (ii) as a consequence of such Specified Acquisition, the rating of long-term unsecured debt of the Borrower has not been suspended, withdrawn or fallen below BBB by Standard & Poor’s (a division of The McGraw-Hill Companies, Inc.) or Baa2 by Moody’s Investors Service, Inc. and (iii) the Administrative Agent has received a Specified Acquisition Notice within 10 days of consummation of such Specified Acquisition, then, for a period of 180 consecutive days following the consummation of such Specified Acquisition, the additional Consolidated Debt in connection with such Specified Acquisition shall be excluded from Consolidated Debt for purposes of calculating the Leverage Ratio, but only if the Leverage Ratio calculated without such exclusion at no time during such 180-day period exceeds the otherwise applicable maximum ratio set forth above modified to increase the numerator by 0.25.

**Section 3. *Pricing Increase.***

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(a) Section 1.01 is amended by the addition of the following defined term:

“Base Rate Margin” means the percentage determined in accordance with the Pricing Schedule.

(b) Section 2.07(a) is amended to read in its entirety as follows:

Section 2.07. *Interest Rates.* (a) Each Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made until it becomes due, at a rate per annum equal to the sum of the Base Rate plus the Base Rate Margin for such day. Such interest shall be payable at maturity, quarterly in arrears on each Quarterly Date prior to maturity and, with respect to the principal amount of any Base Rate Loan converted to a Euro-Dollar Loan, on the date of such conversion. Any overdue principal of or interest on any Base Rate Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the sum of 2% plus the rate otherwise applicable to Base Rate Loans for such day.

(c) The Pricing Schedule attached to the Credit Agreement (the “**Existing Pricing Schedule**”) is deleted and replaced by the Pricing Schedule attached to this Amendment (the “**New Pricing Schedule**”). The New Pricing Schedule shall apply to interest and fees accruing under the Credit Agreement on and after the Amendment Effective Date. The Existing Pricing Schedule shall continue to apply to interest and fees accruing under the Credit Agreement prior to the Amendment Effective Date.

**Section 4. Representations of Borrower.** The Borrower represents and warrants that (i) the representations and warranties of the Borrower set forth in Article 4 of the Credit Agreement will be true on and as of the Amendment Effective Date and (ii) no Default will have occurred and be continuing on such date.

**Section 5. Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

**Section 6. Counterparts.** This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 7. Effectiveness.** This Amendment shall become effective as of the date hereof on the date when the following conditions are met (the “**Amendment Effective Date**”):

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(a) the Administrative Agent shall have received from each of the Borrower and the Required Lenders a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to the Administrative Agent) that such party has signed a counterpart hereof; and

(b) the Administrative Agent shall have received an amendment fee for the account of each Lender that shall have submitted an executed counterpart hereof to the Administrative Agent on or prior to the Amendment Effective Date as contemplated by clause (a) above in an amount equal to 0.08% of the Commitment of such Lender.

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

MARTIN MARIETTA MATERIALS, INC.

By: /s/ Anne H. Lloyd  
Name: Anne H. Lloyd  
Title: Executive Vice President, CFO

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

By: /s/ Anthony W. White  
Name: Anthony W. White  
Title: Vice President

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ Kathleen Reedy

Name: Kathleen Reedy

Title: Managing Director

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BANK OF AMERICA, N.A.

By: /s/ Scott Hitchens

Name: Scott Hitchens

Title: Vice President

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CITIBANK, N.A.

By: /s/ Marni McManus  
Name: Marni McManus  
Title: Director

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BRANCH BANKING AND TRUST COMPANY

By: /s/ Jack Frost

Name: Jack Frost

Title: Senior Vice President

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

WELLS FARGO BANK, N.A.

By: /s/ Kathleen Reedy

Name: Kathleen Reedy

Title: Managing Director

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NORTHERN TRUST COMPANY

By: /s/ John C. Canty

Name: John C. Canty

Title: Senior Vice President

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## PRICING SCHEDULE

Each of “Facility Fee Rate”, “Base Rate Margin”, “Euro-Dollar Margin” and “Letter of Credit Fee Rate” means, for any day, the rate set forth below (in basis points per annum) in the row opposite such term and in the column corresponding to the Pricing Level that apply for such day:

<u>Pricing Level</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	<u>Level V</u>
Facility Fee Rate	20.0	25.0	30.0	37.5	50.0
Base Rate Margin	30.0	75.0	107.5	150.0	187.5
Euro-Dollar Margin	130.0	175.0	207.5	250.0	287.5
Letter of Credit Fee Rate	130.0	175.0	207.5	250.0	287.5
Utilization Fee	0.0	0.0	0.0	0.0	0.0

For purposes of this Schedule, the following terms have the following meanings, subject to the further provisions of this Schedule:

“**Level I Pricing**” applies at any date if, at such date, the Borrower’s long-term debt is rated A or higher by S&P or A2 or higher by Moody’s.

“**Level II Pricing**” applies at any date if, at such date, (i) the Borrower’s long-term debt is rated A- or higher by S&P or A3 or higher by Moody’s and (ii) Level I Pricing does not exist.

“**Level III Pricing**” applies at any date if, at such date, (i) the Borrower’s long-term debt is rated BBB+ or higher by S&P or Baa1 or higher by Moody’s and (ii) neither Level I Pricing nor Level II Pricing exists.

“**Level IV Pricing**” applies at any date if, at such date, (i) the Borrower’s long-term debt is rated BBB or higher by S&P or Baa2 or higher by Moody’s and (ii) none of Level I Pricing, Level II Pricing and Level III Pricing exists.

“**Level V Pricing**” applies at any date if, at such date, no other Pricing Level applies.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Pricing Level**” refers to the determination of which of Level I, Level II, Level III, Level IV or Level V applies at any date.

“**S&P**” means Standard & Poor’s (a division of The McGraw-Hill Companies, Inc.).



The credit ratings to be utilized for purposes of this Schedule are those assigned to the senior unsecured long-term debt securities of the Borrower without third-party credit enhancement, and any rating assigned to any other debt security of the Borrower shall be disregarded. In the case of split ratings from Moody's and S&P, the Pricing Level will be determined as if both S&P and Moody's assigned ratings one notch higher than the lower of the two. The ratings in effect for any day are those in effect at the close of business on such day. The ratings in effect for any day are those in effect at the close of business on such day, and the Euro-Dollar Margin and Facility Fee Rate may change from time to time during any Interest Period as a result of changes in the Pricing Level during such Interest Period.

**FIRST AMENDMENT TO TERM LOAN AGREEMENT**

**THIS FIRST AMENDMENT TO TERM LOAN AGREEMENT** (this "**Amendment**"), is made and entered into as of December 23, 2009, by and among MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation (the "**Borrower**"), the several banks and other financial institutions from time to time party hereto (collectively, the "**Lenders**") and SUNTRUST BANK, in its capacity as Administrative Agent for the Lenders (the "**Administrative Agent**").

**WITNESSETH:**

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a certain Term Loan Agreement, dated as of April 23, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement), pursuant to which the Lenders have made certain financial accommodations available to the Borrower;

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement, and subject to the terms and conditions hereof, the Lenders are willing to do so;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of all of which are acknowledged, the Borrower, the Lenders and the Administrative Agent agree as follows:

1. **Amendment.** Section 5.09 of the Credit Agreement is hereby amended by replacing the first paragraph of such Section in its entirety with the following:

The Leverage Ratio shall not exceed (i) 3.25 to 1.00 as of the end of any fiscal quarter ending on or prior to September 30, 2009, (ii) 3.75 to 1.00 as of December 31, 2009 or March 31, 2010 and (iii) 3.50 to 1.00 as of the end of any fiscal quarter ending on or after June 30, 2010; *provided* that if (i) Consolidated Debt has increased in connection with a Specified Acquisition, (ii) as a consequence of such Specified Acquisition, the rating of long-term unsecured debt of the Borrower has not been suspended, withdrawn or fallen below BBB by Standard & Poor's (a division of The McGraw-Hill Companies, Inc.) or Baa2 by Moody's Investors Service, Inc. and (iii) the Administrative Agent has received a Specified Acquisition Notice within 10 days of consummation of such Specified Acquisition, then, for a period of 180 consecutive days following the consummation of such Specified Acquisition, the additional Consolidated Debt in connection with such Specified Acquisition shall be excluded from Consolidated Debt for purposes of calculating the Leverage Ratio, but only if the Leverage Ratio calculated without such exclusion at no time exceeds during such 180 day period the otherwise applicable maximum ratio set forth above modified to increase the numerator by 0.25.

2. **Conditions to Effectiveness of this Amendment.** Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of the Lenders hereunder, it is understood and agreed that this Amendment shall not become effective, and the Borrower shall have no rights under this Amendment, until the Administrative Agent shall have received (i) an amendment fee in an amount equal to 0.08% of the outstanding principal balance of each such Consenting Bank's Loan, (ii) reimbursement or payment of its costs and expenses incurred in connection with this Amendment or the Credit Agreement (including reasonable fees,

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charges and disbursements of King & Spalding LLP, counsel to the Administrative Agent), and (iii) each of the following documents:

- (a) executed counterparts to this Amendment from the Borrower and the Required Lenders;
- (b) an amendment to the Existing Agreement, duly executed by the JPMorgan Chase Bank, N.A., the required lenders thereunder and the Borrower; and
- (c) an amendment to the Account Purchase Agreement dated as of April 21, 2009 among the Borrower and Wells Fargo Bank, N.A. , duly executed by the Borrower and Wells Fargo Bank, N.A.

3. **Representations and Warranties.** To induce the Lenders and the Administrative Agent to enter into this Amendment, each Loan Party hereby represents and warrants to the Lenders and the Administrative Agent:

(a) Each of the Borrower and its Restricted Subsidiaries is a corporation duly organized and validly existing under the laws of the state of its incorporation without limitation on the duration of its existence, is in good standing therein, and is duly qualified to transact business in all jurisdictions where such qualification is necessary, except for such jurisdictions where the failure to be so qualified or licensed will not be reasonably likely to have a Material Adverse Effect;

(b) The execution, delivery and performance by the Borrower of this Agreement and the Notes are within the corporate powers of the Borrower, have been duly authorized by all necessary corporate action and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Borrower or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Borrower or any of its Subsidiaries or result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries which would be reasonably likely to have a Material Adverse Effect;

(c) This Amendment has been duly executed and delivered for the benefit of or on behalf of the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies in general; and

(d) After giving effect to this Amendment, the representations and warranties contained in the Credit Agreement are true and correct in all material respects, and no Default or Event of Default has occurred and is continuing as of the date hereof.

4. **Effect of Amendment.** Except as set forth expressly herein, all terms of the Credit Agreement, as amended hereby, shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the Lenders and the Administrative Agent. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.

5. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York and all applicable federal laws of the United States of America.

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6. **No Novation.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement or an accord and satisfaction in regard thereto.

7. **Costs and Expenses.** The Borrower agrees to pay on demand all costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and out-of-pocket expenses of outside counsel for the Administrative Agent with respect thereto.

8. **Counterparts.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or by electronic mail in pdf form shall be as effective as delivery of a manually executed counterpart hereof.

9. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles, and assigns.

10. **Entire Understanding.** This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

*[Signature Pages To Follow]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, under seal in the case of the Borrower, by their respective authorized officers as of the day and year first above written.

**BORROWER:**

MARTIN MARIETTA MATERIALS, INC.

By: /s/ Anne H. Lloyd  
Name: Anne H. Lloyd  
Title: EVP, CFO and Treasurer

**LENDERS:**

SUNTRUST BANK, individually and as Administrative Agent

By: /s/ Steven Deily  
Name: Steven Deily  
Title: Managing Director

BRANCH BANKING & TRUST COMPANY, as Lender

By: /s/ Jack Frost  
Name: Jack Frost  
Title: Senior Vice President

NORTHERN TRUST COMPANY, as Lender

By: /s/ John Canty  
Name: John Canty  
Title: Senior Vice President

REGIONS BANK, as Lender

By: /s/ Anthony LeTrent  
Name: Anthony LeTrent  
Title: Senior Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT]**

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BANK OF AMERICA, N.A., as Lender

By: /s/ Scott Hitchens

Name: Scott Hitchens

Title: Vice President

COMERICA BANK, as Lender

By: /s/ Scott M. Kowalski

Name: Scott M. Kowalski

Title: Vice President

## FIRST AMENDMENT TO ACCOUNT PURCHASE AGREEMENT

THIS FIRST AMENDMENT (this "Amendment"), dated as of December 23, 2009, is entered into by and between MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation (the "Customer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division ("WFBC").

## RECITALS

The Customer and WFBC are parties to an Account Purchase Agreement dated April 21, 2009 (as amended from time to time, the "Account Purchase Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Account Purchase Agreement unless otherwise specified.

The Customer has requested that certain amendments be made to the Account Purchase Agreement, which WFBC is willing to make pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are defined in the Account Purchase Agreement shall have the same meanings as defined therein, unless otherwise defined herein.

2. Section 7.12 of the Account Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"7.12 **Leverage Ratio**. The Leverage Ratio will not exceed (a) 3.25 to 1.00 as of the end of any fiscal quarter ending on or prior to September 30, 2009, (b) 3.75 to 1.00 as of December 31, 2009 or March 31, 2010 and (c) 3.50 to 1.00 as of the end of any fiscal quarter ending on or after June 30, 2010; provided that if (i) Consolidated Debt has increased in connection with a Specified Acquisition, (ii) as a consequence of such Specified Acquisition, the rating of long-term unsecured debt of the Customer has not been suspended, withdrawn or fallen below BBB by Standard & Poor's (a division of The McGraw-Hill Companies, Inc.) or Baa2 by Moody's Investors Service, Inc. and (iii) the Administrative Agent (as defined in the Credit Agreement) has received a Specified Acquisition Notice within 10 days of consummation of such Specified Acquisition, then, for a period of 180 consecutive days following the consummation of such Specified Acquisition, the additional Consolidated Debt in connection with such Specified Acquisition will be excluded from Consolidated Debt for purposes of calculating the Leverage Ratio, but only if the Leverage Ratio calculated without such exclusion at no time during such 180-day period exceeds the otherwise applicable maximum ratio set forth above modified to increase the numerator by 0.25."

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3. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Account Purchase Agreement shall remain in full force and effect and shall apply to any purchase thereunder.

4. Amendment Fee. The Customer shall pay WFBC on the first Settlement Date in January 2010 a fully earned, non-refundable fee in the amount of \$80,000 in consideration of WFBC's execution and delivery of this Amendment.

5. Conditions Precedent. This Amendment shall be effective when WFBC shall have received an executed original hereof.

6. Representations and Warranties. The Customer hereby represents and warrants to WFBC as follows:

(a) The Customer has all requisite power and authority to execute this Amendment and any other agreements or instruments required hereunder and to perform all of its obligations hereunder and thereunder, and this Amendment and all such other agreements and instruments have been duly executed and delivered by the Customer and constitute the legal, valid and binding obligation of the Customer, enforceable in accordance with their terms.

(b) The execution, delivery and performance by the Customer of this Amendment and any other agreements or instruments required hereunder have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Customer, or the articles of incorporation or by-laws of the Customer, or (iii) result in a breach of or constitute a default under any agreement, lease or instrument to which the Customer is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in Article 6 of the Account Purchase Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

7. References. All references in the Account Purchase Agreement to "this Agreement" shall be deemed to refer to the Account Purchase Agreement as amended hereby; and any and all references in the Related Documents to the Account Purchase Agreement shall be deemed to refer to the Account Purchase Agreement as amended hereby.

8. No Waiver. The execution of this Amendment and the acceptance of all other agreements and instruments related hereto shall not be deemed to be a waiver of any Event of Termination under the Account Purchase Agreement or a waiver of any breach, default or event of default under any Related Document or other document held by WFBC, whether or not known to WFBC and whether or not existing on the date of this Amendment.



9. Costs and Expenses. The Customer hereby reaffirms its agreement under the Account Purchase Agreement to pay or reimburse WFBC on demand for all costs and expenses incurred by WFBC in connection with the Account Purchase Agreement and the Related Documents, including without limitation all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, the Customer specifically agrees to pay the fee required under Paragraph 4 of this Amendment and all fees and disbursements of counsel to WFBC for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto.

10. Choice of Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflicts of laws provisions, except with respect to (a) Section 5-1401 of the New York General Obligations Law; and (b) the choice of laws provisions of the Uniform Commercial Code as adopted in New York.

11. **WAIVER OF JURY TRIAL**. EACH OF THE CUSTOMER AND WFBC HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY OR IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS AMENDMENT.

12. Miscellaneous. This Amendment may be executed in counterparts and each counterpart shall constitute one and the same original. Manually executed counterparts of the signature pages of this Amendment may be delivered by the parties electronically so long as transmitted pages are reproducible on paper medium upon receipt. Each party is duly authorized to print any executed signature page so received and attach it to this Amendment, whereupon this Amendment shall be deemed to have been duly executed and delivered by the transmitting party and the paper copy of this Amendment assembled by the recipient with such signature page attached shall be deemed an original for all purposes, absent manifest error or bad faith.

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

WELLS FARGO BANK, NATIONAL ASSOCIATION

MARTIN MARIETTA MATERIALS, INC.

By: /s/ Martin E. Tracy  
Name: Martin E. Tracy  
Its: Vice President

By: /s/ Anne H. Lloyd  
Name: Anne H. Lloyd  
Its: Chief Financial Officer