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REAL PROPERTY LEASES ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS REAL PROPERTY LEASES ASSIGNMENT AND ASSUMPTION AGREEMENT ("ASSIGNMENT AND ASSUMPTION") is made and entered into as of January 3, 1995 by and between DRAVO BASIC MATERIALS COMPANY, INC., an Alabama corporation (successor by merger with Southern Stone Company, Inc.) with its principal place of business at 61 St. Joseph St., P.O. Box 2068, Mobile, AL 36652 ("Seller"), and MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation with its principal place of business at 2710 Wycliff Road, Raleigh, NC 27607 ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of January 3, 1995 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller is to assign all of its right, title and interest to, and Buyer is to assume, all of the Seller's obligations and liabilities under certain leases in connection with the Leased Real Property; and

WHEREAS, Seller (as successor by merger with Southern Stone Company, Inc.) is the tenant under that certain Option and Lease Agreement between Southern Stone Company, Inc. and Francis M. Randall ("Francis") and Harriett A. Randall (now known as Harriett Winslett, "Harriet"), as landlords, for certain leased premises in Shelby County, Alabama, and as further described on Exhibit A hereto, which lease is dated December 7, 1960 and is recorded with the Shelby County Recorder at Book 214, page 381, as assigned by Southern Stone Company, Inc. to Seller by Assignment in Book 246, Page 242, and as assigned by Francis Randall to Harriet Randall (now known as Harriet Winslett) and amended by Amendment recorded in Book 327, page 604 (the "Real Property Lease").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer agrees with Seller as follows:

1. Any capitalized term defined in the Asset Purchase Agreement and not defined herein shall have the meaning set forth in the Asset Purchase Agreement.

2. Subject to Section 3 hereof, Seller hereby sells, assigns, transfers and conveys to Buyer, on and after the date hereof, all of Seller's right, title and interest in, to and under the Real Property Lease. Inst # 1995-00935

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3. Notwithstanding the foregoing, it is hereby expressly acknowledged and agreed that Seller is not selling, assigning, transferring or conveying to Buyer, and that Buyer is not acquiring, any of the Excluded Assets.

4. Seller assigns to Buyer, as of the date hereof, the Real Property Lease and all of Assignor's right, title and interest, as tenant, under the Real Property Lease.

5. Subject to Section 3 hereof and subject to the terms of the Asset Purchase Agreement, Buyer hereby assumes all of the obligations of Seller, as tenant under the Real Property Lease, accruing on or after the date hereof. From and after the date hereof, Buyer agrees to pay, perform, observe and discharge all of the covenants and conditions contained in the Real Property Lease which are to be performed or observed by Seller, as tenant, and which accrue after the date hereof, including, without limitation, Seller's obligation to pay, perform and discharge, as they become due, all payments of rent, additional rent and any other amounts due and owing under or otherwise in respect of the Real Property Lease. It is understood and agreed that Buyer is not assuming or agreeing to pay, perform or discharge any of the Excluded Liabilities.

6. Each of the parties hereto hereby agrees to take or cause to be taken such further action, and to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Assignment and Assumption.

7. Buyer is relying solely on the representations and warranties of Seller expressly set forth in the Asset Purchase Agreement and the exhibits and schedules attached thereto in connection with the transactions contemplated hereby, and Seller does not make any other representation or warranty to Buyer.

8. Seller agrees and acknowledges that Seller shall remain liable for all of Seller's obligations accruing under the Real Property Lease prior to the date hereof and shall indemnify, defend and hold harmless Buyer and its successors, designees and assigns and its or their shareholders, directors, officers, affiliates, employees and agents ("Buyer Indemnitees") from and against any damages, claims, losses, liabilities, costs, obligations, penalties, judgments, fines, proceedings and expenses (including, without limitation, reasonable legal fees and disbursements) which may be imposed upon, incurred by or asserted against any of the Buyer Indemnitees in respect of obligations accruing under the Real Property Lease prior to the date hereof.

9. Buyer agrees to indemnify, defend and hold harmless Seller and its successors, designees and assigns and its or their shareholders, directors, officer, general partners, affiliates, employees and agents ("Seller Indemnitees") from and against any damages, claims, losses, liabilities, costs, obligations, penalties, judgments, fines, proceedings and expenses (including, without limitation, reasonable legal fees and disbursements) which may be imposed upon, incurred by or asserted against any of the Seller Indemnitees in respect of obligations accruing under the Real Property Lease from and after the date hereof.

10. This Assignment and Assumption shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No person or entity other than the parties hereto or their respective successors and permitted assigns is or shall be entitled to bring any action to enforce any provision of this Assignment and Assumption against any of the parties hereto. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the respective state where the property leased pursuant to the Real Property Lease is located.

11. If any provision of this Assignment and Assumption is invalid, illegal or unenforceable, such provision shall be ineffective to the extent of, but only to the extent of, such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment and Assumption.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument, or have caused this instrument to be executed on their behalf, as of the day and year first above written.

DRAVO BASIC MATERIALS COMPANY, INC.

By: 
Name: James J. Puhala
Title: Vice President

[corporate seal]

MARTIN MARIETTA MATERIALS, INC.

By: 
Name: Bruce A. Deereon
Title: Vice President

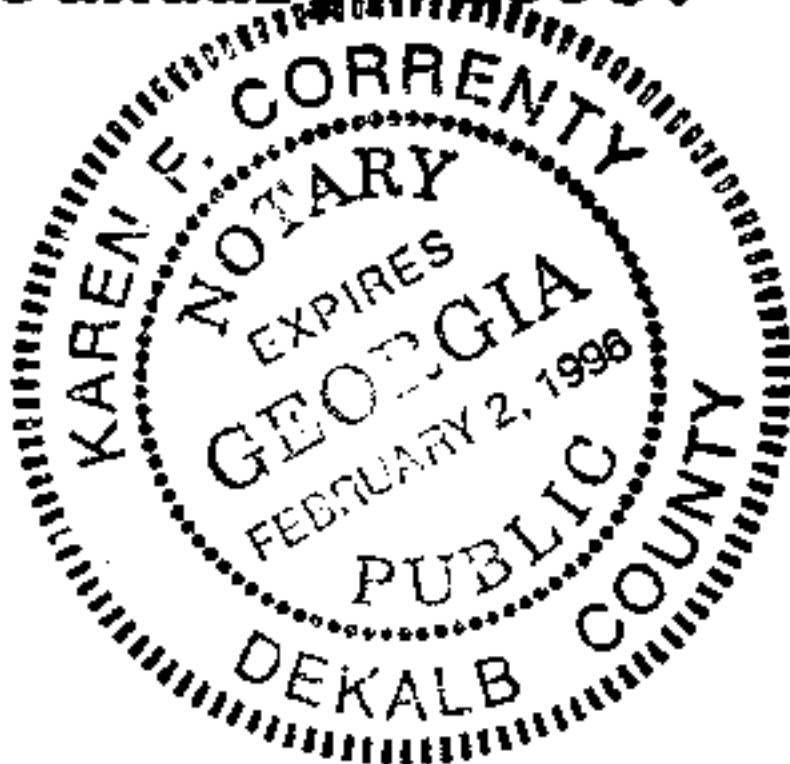
[corporate seal]

STATE OF GEORGIA
FULTON COUNTY

GENERAL ACKNOWLEDGEMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that James J. Puhala, whose name as Vice President of DRAVO BASIC MATERIALS COMPANY, INC., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 5th day of January, 1995.



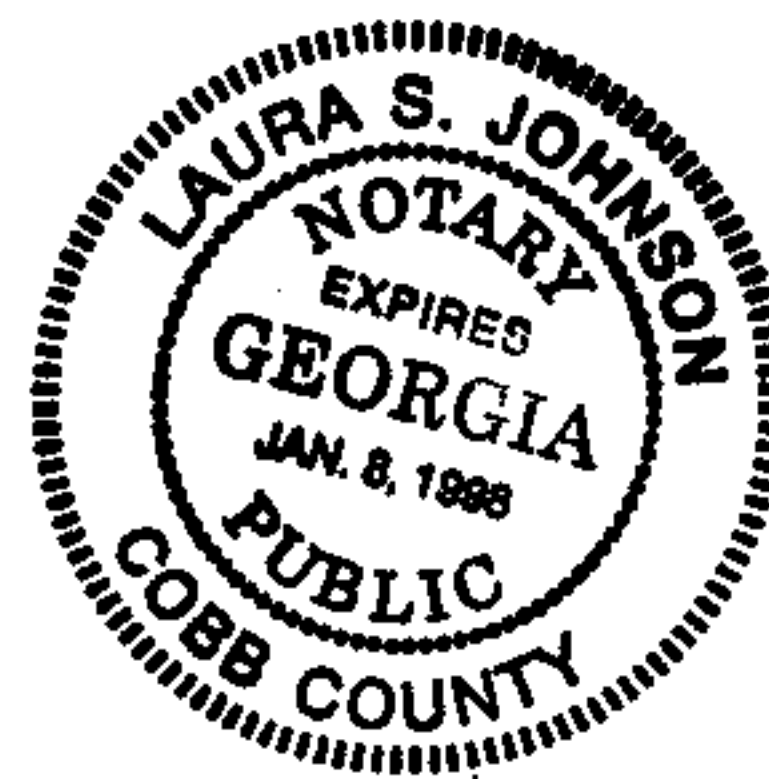
Karen E. Correnty
Notary Public
My Commission expires: 2-2-96

GENERAL ACKNOWLEDGEMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Bruce A. Durbin, whose name as Vice President of MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 3rd day of January, 1995.

Laura S. Johnson
Notary Public
My Commission expires: _____



MAYLENE, SHELBY CO., ALA.
HARRIETT RANDALL LEASE

EXHIBIT A

West Half (W 1/2) of Northeast Quarter (NE 1/4) of Section 28, Township 21,
Range 3 West, Shelby County, Alabama, containing 80 acres, more or less.

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