

STATE OF ALABAMA)
 :
SHELBY COUNTY)

Upon Recording Return To:

Christie Keifer Borton
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203

This instrument prepared by
T. Michael Brown
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203

LEASE TERMINATION, SETTLEMENT AND RELEASE AGREEMENT

THIS LEASE TERMINATION, SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") is entered into by and between **The Park-Chandler Corporation**, an Alabama corporation ("Landlord"), and **Martin Marietta Materials, Inc.**, a North Carolina corporation ("Tenant") effective as of December 29th, 2023 (the "Effective Date"). Tenant and Landlord are referred to collectively as the "Parties" and individually as a "Party" hereinafter.

W I T N E S S E T H

WHEREAS, Landlord and Tenant are parties to that certain lease dated May 14, 1998 (as amended, the "Lease"), as recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1998-34005, demising those certain premises located in Shelby County, Alabama being more particularly described therein (the "Leased Premises"); and

WHEREAS, an affiliate of Tenant is purchasing the Leased Premises from Landlord; and

WHEREAS, Landlord and Tenant desire to terminate the Lease.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals and Capitalized Terms. The recitals are true and correct and incorporated herein by reference.

2. Lease Termination. Landlord and Tenant agree that the Lease be and is hereby terminated effective as of the Effective Date (the "Termination Date"). From and after the Termination Date, the Lease will be of no further force or effect, and the rights and obligations of Landlord and Tenant thereunder shall terminate.

3. Payment. As a part of the consideration for this Agreement, Tenant will pay Landlord the amount of \$26,400.00 on or before the Effective Date, which amount Landlord and Tenant each acknowledge and agree shall satisfy Tenant's obligations under Section 8 of the Lease in full, and no further amounts shall be payable by Tenant pursuant to Section 8 of the Lease.

4. Release of Landlord. Upon satisfaction of all of the settlement conditions set forth in paragraphs 2-3 above (the date on which such satisfaction occurs is referred to herein as the "Release Date"), and in consideration of the recitals, covenants and agreements set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Tenant, for itself and its agents, representatives, employees, contractors, attorneys, directors, officers, trustees, affiliates, parents, subsidiaries, general partners, limited partners, stockholders, heirs, executors, successors and assigns, hereby fully and forever release, relinquish, discharge, settle, and compromise all claims, cross-claims, counterclaims, causes, damages and actions of every kind and character known to exist as of the Effective Date hereof arising under the Lease, and all suits, costs, damages, expenses, debts, compensation and liabilities of every kind, character and description, whether direct or indirect, in law or in equity, which any of them had against Landlord and its past and present agents, representatives, employees, contractors, attorneys, directors, officers, trustees, affiliates, parents, subsidiaries, general partners, limited partners, stockholders, heirs, executors, successors and assigns (collectively, "Released Landlord Parties") known to exist prior to the Effective Date hereof, on account of, arising, or resulting from, or in any manner incidental to, any and every thing or event occurring or failing to occur at any time in the past up to and including the Release Date under the Lease or any acts or conduct of the Landlord relating to the Lease. The provisions of this paragraph shall be binding upon Tenant and its successors and assigns and shall inure to the benefit of the Released Landlord Parties. In addition to, and without limiting the foregoing, Tenant, on behalf of itself and its successors and assigns, hereby absolutely, unconditionally and irrevocably, covenants and agrees not to sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Landlord Parties on the basis of any claim released, remised and/or discharged pursuant to this paragraph. The foregoing release notwithstanding, however, nothing contained herein shall release Landlord of its obligations under this Agreement, or shall release any Released Landlord Party for (i) any liabilities as may arise from any Released Landlord Party's actual breach of the Lease, gross negligence or willful misconduct; provided, however, that Tenant hereby represents that Tenant is not aware, as

of the Release Date, of any claims for any such liabilities; (ii) any unknown claims, cross-claims, counterclaims, causes, damages and actions of every kind and character against Landlord; (iii) any liabilities, claims, cross-claims, counterclaims, causes, damages and actions of every kind and character arising under that certain Agreement for Purchase and Sale of Real Property dated as of August 11, 2023, by and between Landlord, as seller, and Martin Marietta Materials Real Estate Investments Inc., a North Carolina corporation, which is an affiliate of Tenant, as purchaser (the "PSA"); and (iv) any liabilities, claims, cross-claims, counterclaims, causes, damages and actions of every kind and character arising under the deed evidencing the conveyance contemplated by the PSA.

5. Release of Tenant. Effective as of the Release Date, and in consideration of the recitals, covenants and agreements set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Landlord, for itself and its agents, representatives, employees, contractors, attorneys, directors, officers, trustees, affiliates, parents, subsidiaries, general partners, limited partners, stockholders, heirs, executors, successors and assigns, hereby fully and forever release, relinquish, discharge, settle, and compromise all claims, cross-claims, counterclaims, causes, damages and actions of every kind and character known to exist as of the Effective Date hereof arising under the Lease, and all suits, costs, damages, expenses, debts, compensation and liabilities of every kind, character and description, whether direct or indirect, in law or in equity, which any of them had against Tenant and its past and present agents, representatives, employees, contractors, attorneys, directors, officers, trustees, affiliates, parents, subsidiaries, general partners, limited partners, stockholders, heirs, executors, successors and assigns (collectively, "Released Tenant Parties") known to exist prior to the Effective Date hereof, on account of, arising, or resulting from, or in any manner incidental to, any and every thing or event occurring or failing to occur at any time in the past up to and including the Release Date under the Lease or any acts or conduct of the Tenant relating to the Lease. The provisions of this paragraph shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of the Released Tenant Parties. In addition to, and without limiting the foregoing, Landlord, on behalf of itself and its successors and assigns, hereby absolutely, unconditionally and irrevocably, covenants and agrees not to sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Tenant Parties on the basis of any claim released, remised and/or discharged pursuant to this paragraph. The foregoing release notwithstanding, however, nothing contained herein shall release Tenant of its obligations under this Agreement, or shall release any Released Tenant Party for (i) any liabilities as may arise from any Released Tenant Party's actual breach of the Lease, gross negligence or willful misconduct; provided, however, that Landlord hereby represents that Landlord is not aware, as of the Release Date, of any claims for any such liabilities; (ii) any unknown claims, cross-claims, counterclaims, causes, damages and actions of every kind and character against Landlord; (iii) any liabilities, claims, cross-claims, counterclaims, causes, damages and actions of every kind and character arising under the PSA; and (iv) any liabilities, claims, cross-claims, counterclaims, causes, damages and actions of every kind and character arising under the deed evidencing the conveyance contemplated by the PSA.

6. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof, and no other oral or written agreements shall be binding on

the parties hereto. This Agreement may not be modified or amended unless in writing executed by each of the Parties. This Agreement is entered into by each of the Parties without reliance upon any statement, representation, promise,

7. Binding Effect. This Agreement shall be binding upon the Landlord, Tenant, and their representatives, successors and assigns.

8. Interpretation. The recitals in this Agreement are incorporated into and constitute a material part of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the same meaning ascribed to such terms in the Lease.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original document, and all of which together shall constitute one and the same instrument. A facsimile or electronic signature of either party shall constitute an original signature of such party for all purposes. The Parties agree that this Agreement may be executed by facsimile signatures or email signatures.

10. Authority. Each Party represents and warrants to the other that (i) it has requisite power and authority to execute this Agreement, and (ii) the execution and delivery of this Agreement shall not violate or contravene any agreement or contract to which the Party is bound.

11. Attorneys' Fees. If any Party takes any steps to enforce or interpret this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled. Each Party shall pay its own attorneys' fees and costs in connection with this Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of Alabama where the Leased Premises are located and may be enforced in any court of competent jurisdiction.

13. Tax Liability. Each Party shall bear its own tax liability arising from or related to this Agreement, and shall not seek compensation, indemnity, redress, or any other type of restitution or damages from any other Party for the same. All taxes imposed as a result of the existence of this Agreement or the performance hereunder shall be paid by the Party required to do so by applicable law.

14. No Drafting Party. The text of this Agreement is the product of negotiation by the Parties and their counsel, this Agreement has been jointly drafted by the Parties, and this Agreement is not to be construed as being prepared by one Party or the other.

[SIGNATURES CONTAINED ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

THE PARK-CHANDLER CORPORATION,
an Alabama corporation

By: Carroll Chandler Phelps
Name: Carroll Chandler Phelps
Its: President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Carroll Chandler Phelps whose name as President of The Park-Chandler Corporation, is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she/he executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21ST day of December, 2023.

Maitra J. Gupte
Notary Public

My commission expires 7/20/2026.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TENANT

MARTIN MARIETTA MATERIALS, INC.

a North Carolina corporation

By: _____

Name: Ronald M. Kopplin

Its: Authorized Signatory

STATE OF North Carolina)

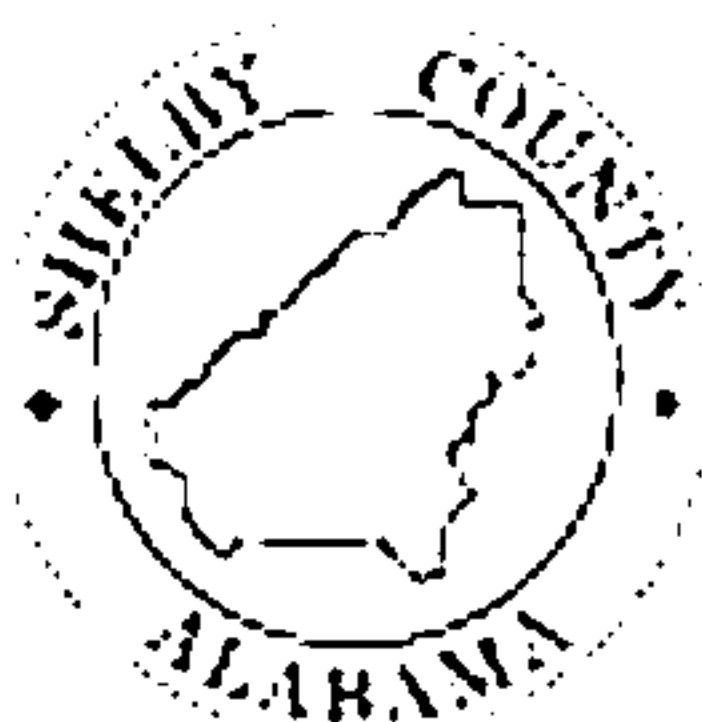
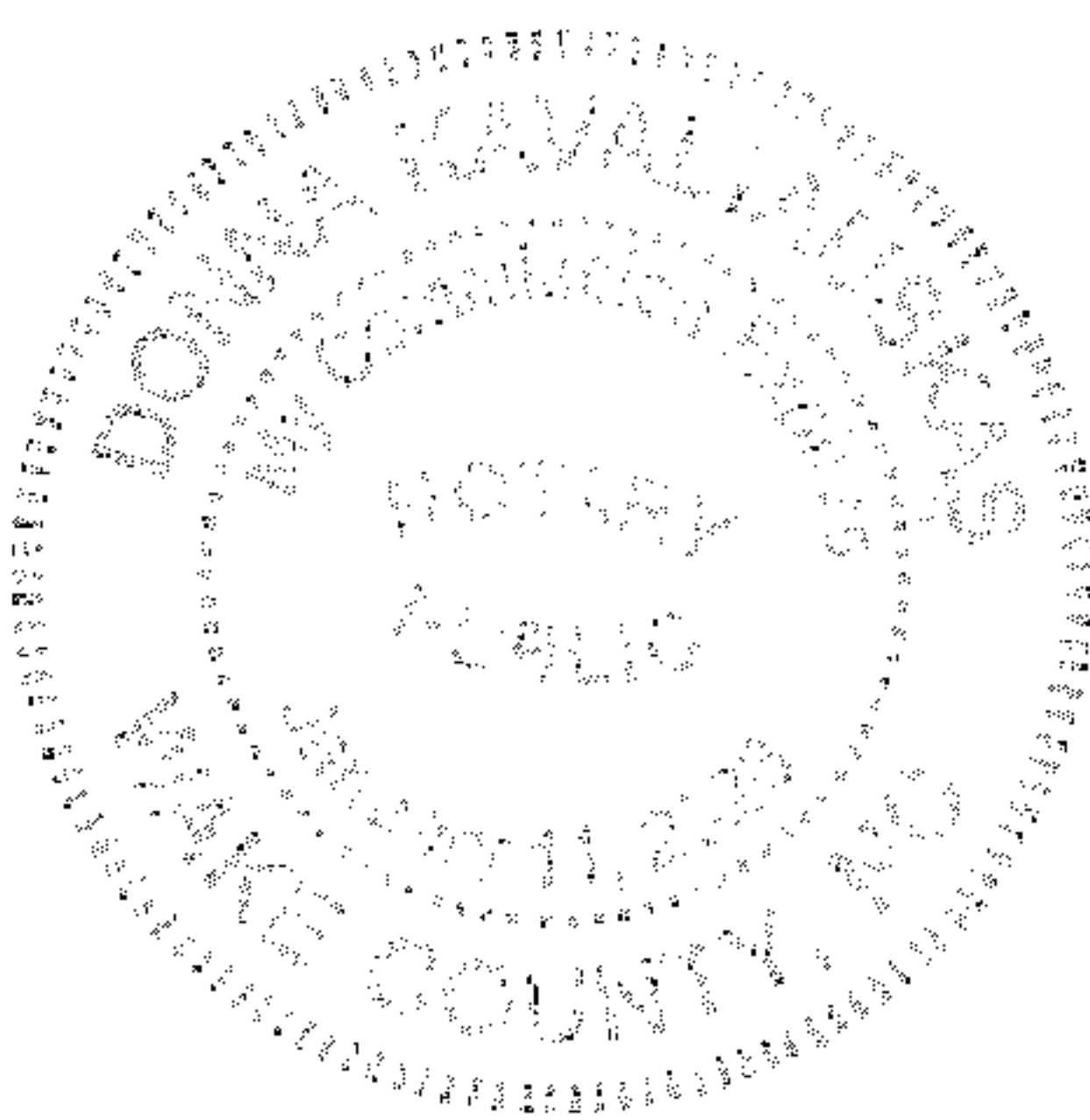
Wake COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Ronald M. Kopplin, whose name as Authorized Signatory of Martin Marietta Materials, Inc., is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she/he executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of December, 2023.

Joanna Kavalec
Notary Public

My commission expires 1-11-2026.



Filed and Recorded

Official Public Records

Judge of Probate, Shelby County Alabama, County Clerk

Shelby County, AL

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Allen S. Bayl