

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 21-054

**APPROVING THE ASSIGNMENT OF A CONTRACT FOR THE FY20-1
MAINTENANCE PROJECT FROM ANGEL BROTHERS HOLDINGS CORP. TO
TEXAS MATERIALS GROUP, INC.**

WHEREAS, in order to preserve the existing asphalt pavement structure and extend the pavement life along the 183A Frontage Roads and the east end of 290E, the Mobility Authority has planned an asphalt overlay, pavement structure repairs, edge milling, and pavement markings on the 183A corridor from Hero Way to Avery Ranch Blvd and on the 290E corridor from Parmer Lane to Gilleland Creek (the "FY20-1 Maintenance Project"); and

WHEREAS, by Resolution No. 21-042, dated June 30, 2021, the Board approved a contract with Angel Brothers Holding Corp. for the FY-20-1 Maintenance Project; and

WHEREAS, on July 30, 2021, Angel Brothers Holding Corp. was acquired by Texas Materials Group, Inc.; and

WHEREAS, on August 10, 2021, Angel Brothers Holding Corp. submitted a request for the Mobility Authority's consent to assign the contract for the FY-20-1 Maintenance Project to Texas Materials Group, Inc. which is attached hereto as Exhibit A; and

WHEREAS, Texas Materials Group, Inc. participated in the original procurement for the FY-20-1 Maintenance Project and was determined by staff to be fully qualified to perform the work; and

WHEREAS, the Executive Director recommends that the Board approve the assignment of the contract for FY20-1 Maintenance Project from Angel Brothers Holding Corp. to Texas Materials Group, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the assignment of the contract for the FY20-1 Maintenance Project from Angel Brothers Holding Corp. to Texas Materials Group, Inc.

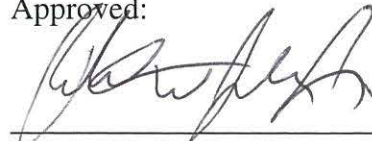
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of September 2021.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Angel Brothers Enterprises, Ltd.

3003 Kilgore Parkway, Bldg. A
Baytown, Texas 77523-9917 P.O. Box 570
Baytown, Texas 77522-0570



281.421.5721
Fax 281.421.2344
www.angelbrothers.com

TO: **Central Texas Regional Mobility Authority**
FROM: Angel Brothers Enterprises, Ltd.
Date: August 10, 2021
RE: Acquisition of Angel Brothers Enterprises, Ltd. by Texas Materials Group, Inc.

Dear Sir or Madam:

As of July 30th, 2021, certain assets of Angel Brothers Enterprises, Ltd. and its affiliates were acquired by Texas Materials Group, Inc. (FEIN 58-1401466). The acquisition contemplates the assignment of all **Central Texas Regional Mobility Authority** contracts held by Angel Brothers Enterprises, Ltd., subject to receipt of consent to assignment. This letter serves as our request for your consent to the assignment of the attached contracts to Texas Materials Group, Inc. Once your consent is provided, please forward all future payments associated with these contracts to Texas Materials Group, Inc.

After the assignment contemplated by this letter, Angel Brothers Enterprises, Ltd. will maintain its existence; however, it will have no further dealings with **Central Texas Regional Mobility Authority**.

Attached please find the following documents:

1. Assignment and Assumption Agreement
2. Listing of current contracts

If you have any questions, please feel free to contact us at any time, as we are working closely with Texas Materials Group, Inc. to ensure that the transition is as seamless as possible. We appreciate your review of this request and look forward to receipt of your response.

Yours sincerely,

ANGEL BROTHERS ENTERPRISES, LTD.,

By:  _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is dated as of July 30, 2021 by and between ANGEL BROTHERS ENTERPRISES, LTD., a Texas limited partnership (“**Asset Seller**”), ANGEL BROTHERS HOLDINGS CORP., a Texas corporation (“**Seller Parent**”), and CENTURY ASPHALT, LTD., a Texas limited partnership (“**Century Asphalt, Ltd.**”, and together with Asset Seller and Seller Parent, the “**Sellers**”) and TEXAS MATERIALS GROUP, INC., a Delaware corporation (the “**Buyer**”). Terms used but not defined herein have the meanings assigned to them in the Purchase Agreement, as defined below.

WHEREAS, the Sellers, the Buyer and the Partnership Interest Sellers are parties to that certain Sale and Purchase Agreement dated as of July 30, 2021 (the “**Purchase Agreement**”); and

WHEREAS, pursuant to and in accordance with the Purchase Agreement, the Sellers desire to sell, transfer, convey, assign and deliver all of their respective rights, title and interest in and to each Purchased Asset, including the Assigned Contracts, to the Buyer, and the Buyer desires to accept and assume, and pay, perform, discharge and satisfy, as and when due, from the Sellers the Assumed Liabilities and perform all of the Sellers’ liabilities, obligations and duties under each Assigned Contract, in each case, as and to the extent provided in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Purchased Assets. Upon the terms and subject to the conditions set forth in the Purchase Agreement, each Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, all of such Seller’s rights, title and interest in and to each Purchased Asset, including each Assigned Contract, as the case may be, free and clear of all Encumbrances, other than Permitted Encumbrances (the “**Assignment**”), and the Buyer hereby accepts the Assignment. The Buyer hereby assumes from the Sellers and agrees to pay, perform, discharge and satisfy, as and when due, the Assumed Liabilities, including all of the Sellers’ liabilities, obligations and duties under each Assigned Contract, upon the terms and subject to the conditions set forth in the Purchase Agreement. Notwithstanding the foregoing, the Buyer does not assume and shall have no obligation in respect of any of the Excluded Liabilities. The Sellers hereby covenant and agree that they will arrange and defend such sale, transfer, conveyance and delivery against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

2. Further Assurance. Each Seller hereby covenants and agrees that it will arrange and defend the sale of the Purchased Assets against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same. In addition, each Seller covenants that it will from time to time at its expense make, execute and deliver, or cause to be made, executed and delivered, such instruments, acts, consents and assurances as the Buyer may reasonably request to sell, convey, transfer to and vest in the Buyer all of the Purchased Assets and to put the Buyer in possession of all of the Purchased Assets.

3. Purchase Agreement. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Agreement in accordance with the terms set forth in the Purchase Agreement. If any conflict exists between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the State of Texas.

6. Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

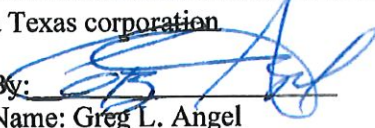
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date first written above.

Sellers:

ANGEL BROTHERS HOLDINGS CORP.,
a Texas corporation

By: 
Name: Greg L. Angel
Title: President

ANGEL BROTHERS ENTERPRISES, LTD.,
a Texas limited partnership

By: **Angel Brothers Holding Corp.,**
a Texas corporation, as general partner

By: 
Name: Greg L. Angel
Title: President

By: **Angel Brothers Construction Holding Company, LLC,**
a Texas limited liability company, as sole limited partner

By: **Angel Brothers Holding Corp.,**
a Texas corporation, as sole member

By: 
Name: Greg L. Angel
Title: President

CENTURY ASPHALT, LTD.,
a Texas limited partnership

By: **Century Asphalt Partners Management, L.L.C.,**
a Texas limited liability company, as general partner
of Century Asphalt, Ltd.

By: **Century Asphalt Holding Company, LLC,**
a Texas limited liability company, as sole member

By: **Angel Brothers Holding Corp.,**
a Texas corporation, as sole member

By: 
Name: Greg L. Angel
Title: President

By: **Century Asphalt Holding Company, LLC,** a Texas
limited liability company, as sole limited partner of Century
Asphalt, Ltd.

By: **Angel Brothers Holding Corp.,**
a Texas corporation, as sole member

By: 
Name: Greg L. Angel
Title: President

[Signature Page Follows]

Buyer:

TEXAS MATERIALS GROUP, INC.

By: 
Name: Aaron Price
Title: President

<u>ABE Job Number</u>	<u>Project Number</u>	<u>Control Number</u>	<u>Job Description</u>	<u>Original Contract Amount</u>
2124	20VARI24601M	N/A	CTRMA-US-189A(FY20-1 MAINTENANCE PROJECT)	\$3,968,858.29