



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

September 3, 2021

Commissioners Court
Harris County, Texas

RE: Job Nos. 200136, 200002, 200310, 200124, 200261, 200332, 200222, 190350, 180339

Members of Commissioners Court:

Please approve the attached Order permitting the assignment of contracts for the following:

Description: Road Construction Services for Harris County

Vendor: Angel Brothers Enterprises, Ltd. (assignor)
Texas Materials Group, Inc. D/B/A Texas Materials, Texas Concrete,
TexasBit, Gulf Coast (assignee)

Effective: August 2, 2021

Reviewed by: X Office of the County Engineer X Harris County Purchasing

Purchase orders will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in black ink, appearing to read "DeWight Dopslauf", with a small "for" written below it.

DeWight Dopslauf
Purchasing Agent

MNG

Attachments

cc: Office of the County Engineer
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 14, 2021



ORDER OF COMMISSIONERS COURT
Authorizing assignment of an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING ASSIGNMENT OF THE AGREEMENT BETWEEN HARRIS
COUNTY AND TEXAS MATERIALS GROUP, INC.**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus adopted follows:

Recitals:

1. Harris County entered into various agreements (the "Contracts") with Angel Brothers Enterprises, Ltd. to provide road construction services for Harris County. Angel Brothers Enterprises, Ltd. now desires to assign the remainder of the Contracts to Texas Materials Group, Inc.
2. Texas Materials Group, Inc. is a separate company from Angel Brothers Enterprises, Ltd. as evidenced by the letters from the President of Texas Materials Group, Inc. and the President of Angel Brothers Enterprises, Ltd. and the Department of the Treasury Internal Revenue Service Filings.
3. The assignment shall begin upon approval by Commissioners Court and remain in effect until completion of the services.

IT IS ORDERED that:

1. The recitals set forth in this Order are true and correct.
2. The Harris County Commissioners Court authorizes the assignment of the rights, duties and

privileges under the Contracts from Angel Brothers Enterprises, Ltd. to Texas Materials Group, Inc.

3. All correspondence under the Agreement will now be sent to the following address: Texas Materials Group, Inc., 1320 Arrow Point Dr., Suite 600, Cedar Park, TX 78613.

4. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



CenturyMaterials AngelBrothers

3003 Kilgore Parkway
Baytown, TX 77523
O: 713-292-2868
F: 713-292-2885

July 30, 2021

I am pleased to inform you that Angel Brothers Enterprises and Century Materials has officially become part of the Texas Materials Group, a family of four companies which operate as part of CRH, the leading building materials business in the world.

Our Baytown-based operations will become part of TMG's Gulf Coast business, headquartered in Beaumont and Houston. Our New Braunfels operations will become part of TMG's Texas Materials business, headquartered in Cedar Park. As a result of this merger with the Texas Materials Group, our team is growing and we look forward to continuing to provide the quality products and services you have come to expect through our combined plant network and expanded capacity.

In the coming weeks, our business will begin rebranding. Going forward, all of our products and services will operate under the Gulf Coast and Texas Materials brands. There will be no change to the services provided or to the sales representatives who are currently handling your project/account. Your payment terms and conditions will continue as they are today.

We ask that you please update your records with the W9 information provided. As we work through this integration, effective August 2, 2021 you'll begin receiving invoices and tickets from Gulf Coast and/or Texas Materials. Payments may be sent to:

Texas Materials
1320 Arrow Point Drive
Suite 600
Cedar Park, TX 78613

Gulf Coast
1320 Arrow Point Drive
Suite 600
Cedar Park, TX 78613

You may also remit payment via ACH. If you require an authorization letter, please email TXRNoReplyAR@na.crh.com to request.

While our name may be changing, our commitment to safety, quality and customer service is not. You'll still be working with the same great people and receiving the same great service.

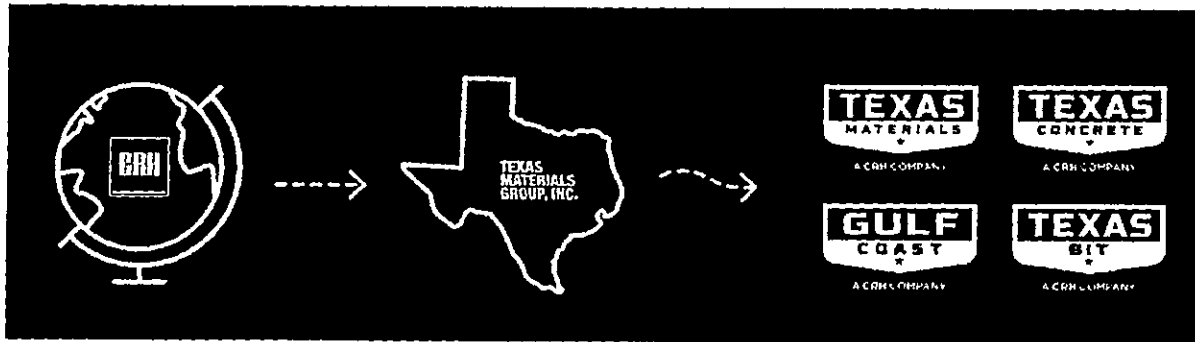
We look forward to continuing to serve you. In the meantime, please feel free to contact your sales representative with any questions or call our Baytown office at 281-421-5721.

Sincerely,

Aaron Price
President, Texas Materials Group

Derek Angel
President, Angel Brothers Enterprises

Attachments: W9 Documentation (3)



ABOUT US:

The Texas Materials Group is a family of four Texas companies [Texas Materials, Texas Concrete, Gulf Coast, and TexasBit] which operate as part of one global building materials manufacturer and construction company. That means you get the on-the-ground expertise from local lab technicians, health and safety specialists, mechanics and machine operators. At the same time, we ensure our work is performed to the high standards that have made CRH the leading building materials business in the world.

Learn more: www.texasmaterialsgroup.com

ABOUT CRH:

CRH (LSE: CRH, ISE: CRG, NYSE: CRH) is the leading building materials business in the world, employing 79,200 people at c.3,100 operating locations in 30 countries. It is the largest building materials business in North America, a leading heavyside materials business in Europe and has positions in both Asia and South America. CRH manufactures and supplies a range of integrated building materials, products and innovative solutions which can be found throughout the built environment, from major public infrastructure projects to commercial buildings and residential structures. A Fortune 500 company, CRH is a constituent member of the FTSE 100 Index, the EURO STOXX 50 Index, the ISEQ 20 and the Dow Jones Sustainability Index (DJSI) Europe. CRH's American Depositary Shares are listed on the NYSE.

For more information visit www.crh.com

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: **Harris County**
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 **Harris County** 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 **Harris County**.

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: _____

A handwritten signature in black ink, appearing to be 'G. Angel', is written over a horizontal line.

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.

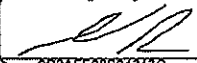
By: **Angel Brothers Holding Corp.,**
a Texas corporation, as sole member

By: 
Name: Greg L. Angel
Title: President

[Signature Page Follows]

Buyer:

TEXAS MATERIALS GROUP, INC.

DocuSigned by:
By: 
Name: Aaron Price
Title: President

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Texas Materials Group, Inc.

2 Business name/disregarded entity name, if different from above
DBA Texas Materials, DBA Texas Concrete, DBA TexasBit, DBA Gulf Coast

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1320 Arrow Point Dr, Ste 600

6 City, state, and ZIP code
Cedar Park, TX 78613

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	1	4	0	1	4	6	6
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Kelly Anderson

Date ▶

July 28, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ANGEL BROTHER'S ENTERPRISES, LTD

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. BOX 570

6 City, state, and ZIP code

BAYTOWN, TEXAS 77522

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 4 - 1 7 1 0 6 7 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Reynold Allison

Date ▶

01-01-2021

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- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
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- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.