

Return completed applications to:
 OMG Midwest, Inc. (in all states except Nebraska)
 Oldcastle Materials Midwest Co. (in Nebraska only)
 P.O. Box 3365, Des Moines, IA 50316
 (515) 266-9928 (p) (515) 263-3873 (f)
 creditdept@omgmidwest.com

APPLICATION FOR BUSINESS CREDIT

Date: _____

NOTE: This application for Business Credit is to be used in connection with commercial or business purposes only, and not for the purchase of personal, family, or household goods or services. For more information, see paragraph sixteen of the Terms and Conditions. Failure to complete this application completely & legibly will cause a delay in processing.

Business Name _____ d/b/a or trade name
 _____ Fed.Tax ID No. _____

Address (Mailing)
 _____ / _____ / _____

Address (Physical)
 _____ / _____ / _____
City State Zip

How long have you operated under this name? _____

Phone: (____)____ - _____ Fax: (____)____ - _____

Email : _____

Primary Contact Name: _____

Contractors License No.: _____

- CHECK ONE:
 Individual
 Partnership
 Corporation
 L. L. C.
 Other (explain)

CREDIT LIMIT REQUESTED
\$ _____

INDIVIDUALS, OWNERS, PARTNERS, MEMBERS, OR OFFICERS:

1. Name: _____ Title: _____ Soc. Sec. No.: ____/____/____

Home Address: _____ City _____ State _____

Zip _____ Home Phone: _____ Cell Phone: _____

2. Name: _____ Title: _____ Soc. Sec. No.: ____/____/____

Home Address: _____ City _____ State _____

Zip _____ Home Phone: _____ Cell Phone: _____

3. Name: _____ Title: _____ Soc. Sec. No.: ____/____/____

Home Address: _____ City _____ State _____

Zip _____ Home Phone: _____ Cell Phone: _____

Trade references:

Name: _____ Address: _____ Phone: (____) _____

City _____ State _____ Zip _____ Fax: (____) _____

Name: _____ Address: _____ Phone: (____) _____

City _____ State _____ Zip _____ Fax: (____) _____

Name: _____ Address: _____ Phone: (____) _____

City _____ State _____ Zip _____ Fax: (____) _____

Bank: _____ Fax: (____) _____ Phone: (____) _____

Checking Acct. No.: _____ Balance: \$ _____ Bank Officer: _____

Savings Acct. No.: _____ Balance: \$ _____

List by address all real estate owned by the Applicant:

1. _____

2. _____

Have you, any officer, or any owner, ever had an account with any OMG Midwest company before? YES NO.

If so, when? _____ Under what name? _____

Have you, any officer, or any owner, within the past ten (10) years, filed personal or corporate bankruptcy? YES NO.

If so, when? _____ Under what name? _____

Has the Applicant ever been in business under any other name? YES NO. If so, under what name?

If so, when? _____ Under what name? _____

Does the Applicant have a Dunn & Bradstreet Number? YES NO. If yes: _____

What are the main product you intend to purchase? _____Aggregates _____Concrete _____Asphalt_____Paving Services

What is the *primary* geographical area where you will make purchases?

_____Central Iowa _____Western Iowa _____Southern Iowa _____Minnesota _____Illinois _____Nebraska

TERMS AND CONDITIONS:

1. **Enforceability/Authorization for Credit Review** – Applicant is submitting this application for credit from OMG Midwest, Inc., (doing business in Nebraska as Oldcastle Materials Midwest Co.) including companies it now owns or hereafter may come into ownership thereof (hereinafter collectively "OMG Midwest"). Applicant hereby authorizes OMG Midwest to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply OMG Midwest such information as OMG Midwest deems necessary to assist it in its consideration of this Application.

2. **Payment Terms** -- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from OMG Midwest promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1½%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this Agreement, or if OMG Midwest in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then OMG Midwest, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by OMG Midwest in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by OMG Midwest in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to OMG Midwest. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.*

3. **Venue and Applicable Law** -- Applicant acknowledges that all billings, accounts receivable, and credit functions of OMG Midwest are processed either through (i) the division or branch office from which Applicant makes purchases on credit pursuant to the credit granted hereunder; (ii) OMG Midwest, or any member of the OMG Midwest group of affiliated companies; or (iii) any other OMG Midwest related administrative entity. Therefore, in the event of litigation between Applicant and OMG Midwest, the lawsuit or action, at the sole option of OMG Midwest, shall take place in the court located within any State having proper jurisdiction, and Applicant hereby waives its right to litigate in any other court. It is also agreed that the laws of the State in which the OMG Midwest branch granting credit hereunder is located shall govern the interpretation of this Agreement.

4. **Credit Discretion** -- Notwithstanding any term or condition herein to the contrary, this agreement shall not be construed as imposing any obligation on the part of OMG Midwest to furnish credit in any amount, and OMG Midwest in its sole and absolute discretion, may terminate or limit credit privileges of Applicant without prior notice to Applicant. The exercise of this discretion shall be in addition to any other right or remedy which OMG Midwest may have pursuant to this Application for Credit, or pursuant to applicable law.

5. **Default** -- The occurrence of any of the following events shall constitute default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement; (b) Applicant, or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representations now or hereafter made or furnished to OMG Midwest by Applicant or at Applicant's request or instructions is, or is believed in good faith by OMG Midwest to be, inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any Collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after OMG Midwest demands to inspect the same; (f) Any other event which causes OMG Midwest, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

6. **Problem Material; Damages** -- Applicant acknowledges that OMG Midwest accepts no responsibility for the installation or placement of any materials furnished by OMG Midwest, unless those materials are installed by OMG Midwest personnel pursuant to a written subcontract or other written agreement. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of OMG Midwest's materials voids any and all warranties (express or implied) by OMG Midwest, except warranty of title. All materials furnished by OMG Midwest must be inspected by Applicant, and any claimed defect or non-conformity must be communicated to OMG Midwest in writing within five (5) days after Applicant receives the materials which is claimed to be defective. Seller's liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**

7. **Invoices** -- All payments for materials furnished by OMG Midwest shall be made upon the basis of materials delivered (or picked up) as shown by OMG Midwest's delivery ticket(s), whether signed by Applicant or not, and by OMG Midwest's delivery records. For materials purchased, Applicant will receive invoices from OMG Midwest showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within 20 days after its initial receipt constitutes agreement to the correctness of the invoice and acceptance of the materials covered by the invoice. Payment to OMG Midwest shall be due pursuant to invoice terms, and is not contingent upon Applicant's receipt of payment or approval from any third party.

8. **Sales and Use Tax** -- Applicant agrees that in the event OMG Midwest is to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any

sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless OMG Midwest for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by OMG Midwest in contesting or collecting such tax.

9. **Waiver** – OMG Midwest may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

10. **Binding Agreement** -- This Agreement shall inure to the benefit of the successors and assigns of OMG Midwest, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.

11. **Corporate Authority and Liability** -- Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. Applicant acknowledges that OMG Midwest is relying upon the creditworthiness and financial ability of the owner(s) and upon the business name of Applicant; therefore, the owner(s) of Applicant shall be liable to OMG Midwest for all indebtedness of Applicant then existing and thereafter incurred.

12. **Accuracy of Information** -- Applicant certifies that any and all information now or hereafter supplied to OMG Midwest by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify OMG Midwest if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify OMG Midwest if Applicant should incorporate or organize its business at any time subsequent to the date of this application.

13. **Provisions of Information** -- Applicant is required to provide OMG Midwest upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.

14. **Modification of Terms** -- The terms of this Agreement may be modified or amended by OMG Midwest at any time upon thirty (30) days notice to Applicant in the invoices, or otherwise.

15. **Credit Experience Reporting** -- Applicant hereby acknowledges OMG Midwest may report its credit experience with Applicant, including Applicant's payment history, account balances, and other information, to a credit reporting agency. The credit reporting agency will make this information, as well as information received by other creditors of Applicant, available to the public. OMG Midwest will use commercially reasonable efforts to ensure that its reporting, as it pertains to Applicant's credit experience, is accurate and complete. OMG Midwest will also work in good faith with Applicant to correct any incorrect information reported by OMG Midwest. Applicant acknowledges, affirms, and agrees that OMG Midwest will not be liable to Applicant for any type of damages, claims, costs, allegations, assertions, actions, liabilities, costs or expenses stemming from OMG Midwest's reporting of Applicant's credit experience to a credit reporting agency. Applicant's sole remedy in the event of incorrect information is to request that OMG Midwest work in good faith to submit corrected information to the applicable reporting agency.

16. **Business Purposes** -- You agree and represent and warrant at the time of each purchase, that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes, and you understand that OMG Midwest is relying upon this representation in entering into this Agreement. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given purchase conforms to this "Business Purposes" section of this Agreement. You agree that a breach by you of this "Business Purposes" section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit Account.

17. **Additional Provisions** – (a) The rights and remedies of OMG Midwest stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. This Agreement shall not be binding upon OMG Midwest or inure to the benefit of Applicant until written acceptance by OMG Midwest. In the event that Applicant requests the extension of credit through subcontract or other work to be furnished by OMG Midwest, any such agreement shall be in writing. In that event, that subcontract or other agreement shall be subject to the terms of this Credit Application, and in the event of conflict, the terms of this Credit Application shall govern over any inconsistent term. (b) Applicant agrees that OMG Midwest shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to OMG Midwest arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which OMG Midwest may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreements(s) between Applicant and OMG Midwest or OMG Midwest's parent and affiliate corporations. (c) Applicant acknowledges and agrees that in the event OMG Midwest terminates Applicant's credit account for whatever reason, OMG Midwest shall have the right, at its option, to terminate or suspend performance of any contracts, subcontracts, purchase orders, or other agreements to which Applicant (or any of its affiliates if Applicant is a corporation or limited liability company) and OMG Midwest are parties thereto without liability therefore. (d) Applicant acknowledges and agrees that any and all

funds paid to Applicant for any work or materials supplied by OMG Midwest shall be held by Applicant in trust for the payment of Applicant's indebtedness to OMG Midwest. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and protection of OMG Midwest, and no third party shall have any rights in such funds as a beneficiary or otherwise. (e) Applicant acknowledges and agrees that OMG Midwest shall have the continuing right at any time to request and receive from Applicant (i) payment assurances of Applicant's outstanding account balance; and (ii) updated financial information for the credit privileges extended hereunder. (f) A facsimile or duplicate copy of this Application shall be considered an original of the document, and shall have the same force and effect as signed originals of the document.

OMG MIDWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ON ANY PRODUCTS SOLD TO APPLICANT. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION, OR MAINTENANCE VOID ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT OMG MIDWEST SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

Applicant hereby states that all the information provided herein is true and correct and Applicant has read and hereby agrees to the terms and conditions listed above on this Application for Credit.

Company Name

Authorized Signature

Printed or Typed Name of Signer

Company Position Held by Signer

To induce OMG Midwest to extend credit or continue the extension of existing credit, the undersigned Guarantor(s) do hereby absolutely and unconditionally guarantee, jointly and severally, the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred without requiring OMG Midwest to first proceed with collection proceedings against the Applicant. The undersigned Guarantor(s) waive any notices regarding the governing credit agreement or this Guaranty. This Guaranty shall be in effect until the Agreement has terminated and all amounts due hereunder have been fully paid. Guarantor(s) agree(s) that if amounts owed by Applicant are not paid as agreed, OMG Midwest may report Guarantor(s) liability for and the status of the amounts due to credit bureaus and others who may lawfully receive such information. Guarantor(s) also understand(s) and agree(s) that his/her personal credit may be used in making credit decisions on the extension of credit to Applicant hereunder and consumer reports and other inquiries regarding his/her credit may be obtained from time to time by OMG Midwest or any assignee in connection with the extension of credit hereunder. In the event that litigation occurs under this Guarantee, Guarantor(s) agree(s) to pay reasonable collection costs incurred by OMG, including court costs and reasonable attorney's fees.

Guarantor Signature

Guarantor Signature

Printed or Typed Name of Guarantor

Printed or Typed Name of Guarantor

Social Security Number of Guarantor

Social Security Number of Guarantor

Address of Guarantor

Address of Guarantor

City, State, Zip Code

City, State, Zip Code