

AGGREGATE INDUSTRIES

North Central Region

2915 Waters Road Suite 105 Eagan MN 55121
Telephone (651) 683-0600 Facsimile (651) 686-6969

Dear _____

Thank you for your interest in obtaining credit from Aggregate Industries, Inc. We value our customers and look forward to servicing your needs. We are proud of our reputation for excellent customer service and quality products that you can depend on.

In order to process your application in a timely manner please review the following checklist before returning your application for approval. If **any** of these items are incomplete we will return the application to you before we can continue processing. Please return this sheet with your completed application.

- Page 1:
- * Complete applicant/company information including physical address (not just PO Box)
 - * Owners/partners information including social security numbers
 - * Bank reference(s)
- Page 2:
- * At least 3 trade references
 - * Signature(s) acknowledging credit terms
 - * Signature(s) consenting to credit check
- Page 3:
- * Signature(s) of personal guarantor

In order to best serve your needs and establish accurate credit limits please give a brief description of your anticipated purchases:

Location where you will be purchasing _____

Monthly volume expected _____

Type of material purchasing _____

Type of work you/your company will be doing _____

Thank you,
Gary Merritt-Credit Manager
PH 651-686-2304
FAX 1-651-389-9368



North Central Region

Eagan Office

2915 Waters Road, Suite 105, Eagan, Minnesota 55121
Telephone: (651) 683-0600 Facsimile (651) 686-6969

Minndak Office

PO Box 1036, Moorhead, Minnesota 56561
Telephone: (218) 236-9640 Facsimile (218) 236-5660

Product:

Aggregate ____
Ready Mix ____
Block ____
Minndak Products ____

APPLICANT/COMPANY NAME: (Include all trade names, dba, etc.)

ADDRESS:
CITY: STATE: ZIP:
Business Phone: () Home Phone: ()
Mobile: () Fax: () Pager: ()
BILLING NAME AND ADDRESS (If different from above)

Date Established (How long in business?) Present location since
TRADE STYLE: Corporation DATE INCORPORATED: STATE:
IF NOT A CORPORATION, IS IT A: Partnership Sole Partnership Other
CONTRACTORS LICENSE # E-MAIL ADDRESS #

OWNERS, PARTNERS AND/OR CORPORATE OFFICERS NAMES, ADDRESSES, TITLES AND SOCIAL SECURITY NUMBER.

- 1. Name: Address:
Title/Position: Social Security Number:
Home Phone: () Mobile Phone: ()
Any ownership positions with other firms? If so, title:
Previous employment in last ten years:
2. Name: Address:
Title/Position: Social Security Number:
Home Phone: () Mobile Phone: ()
Any ownership positions with other firms? If so, title:
Previous employment in last ten years:

NAME(S) OF MANAGER(S) OR OTHERS AUTHORIZED TO MAKE PURCHASES (If other than owners or officers):

(1.) (2.)
ACCOUNTS PAYABLEL/BILLING CONTACT:
SALES TAX STATUS: Exempt (attach applicable certificate) Taxable

BANK REFERENCES (If more than 2, attach a separate list):

NAME OF BANK: Phone:
ADDRESS: Account #:
Account #
Type of Account: Checking Savings Loan \$ Line of Credit
NAME OF BANK: Phone:
ADDRESS: Account #:
Account #
Type of Account: Checking Savings Loan \$ Line of Credit

NATURE OF YOUR BUSINESS (check all that apply):

General Contractor Concrete Contractor Residential Contractor Builder
Commercial Contractor Developer Other

CREDIT APPLICATION CONTINUED

TRADE REFERENCES (In the construction industry, i.e.: concrete suppliers):

	<u>Name</u>	Address	Telephone #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

CREDIT TERMS: Net 30 days, accounts past due after 30 days will be assessed a service charge at the rate of 1 ½% per month (18% per annum), or such other maximum rate as permitted by law on the past due portion of my/our account.

I (we) certify that all information on this application is true and correct and that I fully understand AGGREGATE INDUSTRIES credit terms, and in consideration for the extension of credit, will promptly pay any billing as invoiced. I understand AGGREGATE INDUSTRIES or its affiliates reserve the right to limit or stop selling me materials, even though the credit limit has not been reached, if I (we) do not comply with all these credit terms as to payment, before interest is to accrue, or in any other way violate the terms of this credit agreement. I (we) agree to pay interest, costs and expenses, disbursements, or any other costs of collection, including attorney's fees relating to the collection, or attempts thereof, of any amounts owed to AGGREGATE INDUSTRIES.

If I (we) default in the payment of any such account indebtedness for materials and/or extension of credit, I (we) will pay to AGGREGATE INDUSTRIES on its demand, the amount due, in legal tender of the United States, without deduction for any claim, setoff, or counterclaim.

This agreement and all transactions between the parties and governed by laws of the state of Minnesota. The undersigned consents to the jurisdiction and venue of the District Court of Dakota County, State of Minnesota with respect to any suit initiated by Aggregate Industries relating to the enforcement of the terms and conditions of this agreement and/or suit for recovery of any unpaid balances.

"If I (we) default in the payment of any such account indebtedness for materials and/or labor and/or extension of credit, or default on any other contract, purchase order, or account with Aggregate Industries, I (we) will pay to Aggregate Industries on its demand, the amount due, in legal tender of the United States, without deduction for any claim, set-off, or counterclaim, and I (we) further agree that Aggregate Industries may, at its sole discretion, among other remedies, refuse to: a) provide me (us) with further materials and/or labor on account; b) refuse to extend any further credit under this agreement; and/or c) terminate this agreement and/or any other contract, purchase order, or account with me (us)."

Dated: _____

Dated: _____

Applicant Signature

Applicant Signature

Title

Title

The undersigned who is a principal and/or sole proprietor of _____, in recognition that my credit history may be a factor in the evaluation of the credit history and application for credit of the company identified here, hereby consents and authorizes you to verify information on me, including requesting and obtaining periodically my consumer credit report from credit reporting agencies or others who supply information on credit history, as deemed necessary in the ongoing credit evaluation process affecting me and my company identified hereinabove. If I ask whether or not a personal credit report was requested, you will tell me; if you receive a personal credit report you will give me the name and address of the agency that furnished it when requested.

It will be in AGGREGATE INDUSTRIES' (or its affiliates) sole discretion whether to extend credit to me/us after review of this application and any credit reports.

Dated: _____

Dated: _____

Applicant Signature

Applicant Signature

Title

Title

CREDIT APPLICATION CONTINUED

GUARANTY

To: AGGREGATE INDUSTRIES

In consideration of your having extended credit on account to the referenced customer, _____, and in order

(Customer's name and business type i.e., corporation, proprietorship)

to induce you to extend future credit on account to said customer, the undersigned hereby personally guarantees the prompt payment when due of any and all indebtedness now existing or hereafter incurred of said customer to AGGREGATE INDUSTRIES without limit, and further agrees that this is an absolute, unconditional and continuing guaranty of payment of the debts, liabilities, and obligations of said customer guaranteed hereby, and this Guaranty shall continue in full force and effect unless written notice of revocation is received by AGGREGATE INDUSTRIES by registered mail. Such notice of revocation shall be ineffective as to any then existing indebtedness of customer to AGGREGATE INDUSTRIES, or its subsidiaries, or as to any transaction or commitment previously undertaken by AGGREGATE INDUSTRIES, or its subsidiaries, in reliance upon this Guaranty. The undersigned hereby further individually guarantees payment of all accrued interest, and reasonable attorneys' fees, collection costs, and expenses incurred by AGGREGATE INDUSTRIES, or its subsidiaries, in the enforcement of this Guaranty and securing payment of the underlying obligations owed by customer.

Guarantor's liability under this Guaranty shall not be affected by any sales, extensions, renewals, compromises, settlements, releases, or other transactions involving the referenced customer or its indebtedness, or any collateral securing indebtedness, and the undersigned agrees that AGGREGATE INDUSTRIES, or its subsidiaries, need not resort for payment of the indebtedness to the customer or any other person or collateral, before enforcing its rights under this Guaranty.

This Guaranty shall not be abrogated by any change in the form or status of the customer, whether caused by death, by the admission of any new owners, officers, shareholders or directors, or their withdrawal or by any change in the business of customer from any cause.

This Guaranty shall be binding upon each person signing this Guaranty, regardless of any failure of other persons to sign this Guaranty, and shall be binding upon the heirs and legal representatives, successors and assigns of such undersigned person. This Guaranty is governed by the laws of the State of Minnesota. The undersigned guarantor consents to jurisdiction and venue of the District Court of Dakota County, State of Minnesota with respect to any suit initiated by Aggregate Industries to enforce this Guaranty Agreement and/or to recover unpaid balances due under said Guaranty Agreement. If signed by more than one, it shall jointly and severally bind each person signing.

The undersigned guarantor(s) in recognition that my credit history may be a continuing, necessary factor in the evaluation of this ongoing personal guaranty, hereby consents to and authorizes AGGREGATE INDUSTRIES to periodically obtain my consumer credit report from credit reporting agencies or others who supply information on credit history, as deemed necessary in the ongoing credit evaluation process of the affect and duration of this personal guaranty. If I ask whether or not a personal credit report was requested, you will tell me; if you receive a personal credit report you will give me the name and address of the agency that furnished it when requested.

(Sign as individual guarantor,
not as officer of corporation.)

(Sign as individual guarantor,
not as officer of corporation.)

Dated: _____

Dated: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

City-State-Zip: _____

City-State-Zip: _____

Phone No: _____

Home Phone No: _____