

Mid Coast Aggregates, LLC
7000 FL-50, Webster, FL 33597
352-569-0422

Central State Aggregates, LLC
41150 Yonkers Blvd, Zephyrhills, FL 33540
813-788-0454

West Florida Aggregates, LLC
35553 Cortez Blvd, Webster, FL 33597
352-583-0481

CREDIT APPLICATION

Exact Name of Credit Applicant _____

Street Address _____

City & State _____

Zip Code _____

Mailing Address _____

City & State _____

Zip Code _____

Area Code + Telephone Number _____

Area Code + Fax Number _____

() _____

() _____

Nature of Business _____

Business Property is Owned Leased How Long _____

Principal Owners or Officers, their titles, personal addresses and social security numbers

a) _____

b) _____

c) _____

d) _____

Type of Business: Corporation Date of Incorporation: _____ State of Incorporation: _____ FEIN: _____

Partnership

Sole Proprietorship SSN: _____

Other Specify _____

Dun & Bradstreet No.: _____

NAME AND ADDRESSES OF TRADE REFERENCES:

Name: (1) _____

Telephone: () _____

Address: _____

Facsimile: _____

Name: (2) _____

Telephone: () _____

Address: _____

Facsimile: _____

Name: (3) _____

Telephone: () _____

Address: _____

Facsimile: _____

Name: (4) _____

Telephone: () _____

Address: _____

Facsimile: _____

Banking Reference: _____

Address: _____

Telephone: () _____

Account # _____

Contact: _____

Facsimile: _____

The Credit Applicant named above ("Applicant"), hereby applies for credit terms with CENTRAL STATE AGGREGATES, LLC, MID COAST AGGREGATES, LLC, WEST FLORIDA AGGREGATES, LLC, which individually and collectively shall be referred to as "Creditor," and, in consideration for the extension of credit by Creditor, the Applicant and Guarantor(s) further expressly agree that any and all such sales by Creditor shall be on the following terms and conditions, which terms and conditions Applicant and Guarantor acknowledge(s) and agree(s) are incorporated into any and all subsequent proposals by Creditor, as well as any purchase orders, contracts or agreements entered into by and between Creditor and Applicant:

EXTENSION, SUSPENSION AND WITHDRAWAL OF CREDIT: Extension of credit is at sole discretion of Creditor, which may, without cause, terminate this agreement, suspend the issuance of credit, and/or decline to issue further credit at any time. Creditor shall, in its sole discretion, establish a credit limit for Applicant and its purchases from Creditor, which Creditor may at its sole discretion either increase, decrease or withdraw at any time.

PAYMENT TERMS: Payment terms are 30 days net from date of invoice, unless a shorter period is stated on the invoice. A finance charge of 1.5% per month shall accrue (both pre- and post-judgment) from the date of the invoice(s) on any and all amounts not paid on time. Payment to Creditor shall not be contingent upon Applicant receiving payment from its customer or any other source. All payments are due and payable at Creditor's office identified above, regardless of where the materials/items/products were delivered to or picked up by Applicant or others, and regardless of the location of Creditor's facility from which the materials/items/products were purchased or acquired. Any and all payments received shall be applied first to any then-accrued interest, and then next to the oldest invoice to Applicant. In the event Applicant has multiple accounts or sub-accounts with Creditor, Applicant shall in writing designate the account or sub-account to which payment is to be applied, failing which written designation Creditor may apply same as Creditor deems appropriate in its sole discretion.

CONTROLLING TERMS AND CONDITIONS: Purchase orders issued by Applicant and accepted by Creditor are effective solely for the purpose of identifying the materials/items/product ordered, and the terms and conditions set forth herein and any proposal or quote issued by Creditor are incorporated by this reference and shall control over any inconsistent or contrary terms and conditions of any such purchase orders.

(TERMS AND CONDITIONS CONTINUE ON REVERSE SIDE HEREOF)

DEFAULT: Applicant shall be in default of this agreement and all other agreements with Creditor in the event Applicant either breaches or repudiates this or any other agreement with Creditor, or fails to timely and fully pay any and all sums due and payable pursuant to this or any other agreement with Creditor. A default of this agreement shall (a) constitute a default under any other purchase order, contract or agreement then existing between Applicant and Creditor; (b) entitle Creditor, in addition to any other rights provided hereunder or by law, to declare immediately due and payable any sums due Creditor under this and any other agreement with Applicant; and (c) excuse Creditor from any further performance under this and any other agreement with Applicant. In the event the creditworthiness of the Applicant and/or any Guarantor, in the sole judgment of Creditor, becomes impaired at any time or in the event the Creditor otherwise deems itself to be insecure (including but not limited to Applicant exceeding its credit limit), Creditor shall have the right to either declare immediately due and payable any sums which would otherwise become due and payable under this or any other agreement between Applicant and Creditor, or require payments by Applicant in advance before making any further shipments on any purchase order/contract/agreement, or both. Creditor's acceptance of a partial payment shall not constitute a waiver of that or any other default, and no default is waived unless expressly so provided in a writing signed by Creditor. The rights and remedies provided to Creditor in this agreement are cumulative, and are non-exclusive of any provided to Creditor by law. DELIVERY OR AVAILABILITY DATES, IF SPECIFIED, ARE APPROXIMATE AND SUBJECT TO AVAILABILITY. CLAIMED NON-CONFORMITY IN OR DELAY IN FURNISHING SERVICES OR MATERIALS SHALL NOT EXCUSE APPLICANT'S DUTY TO PAY IN ACCORDANCE WITH THE INVOICE TERMS AND THE TERMS OF THIS AGREEMENT.

RIGHT OF RECOVERY AND RESALE: Creditor retains title to all materials/items/products furnished until all sums due for such materials have been paid in full. In the event of either Applicant's breach or repudiation of this or any other agreement with Creditor, or Applicant's failure to timely and fully pay under this or any other agreement with Creditor, Creditor, in addition to any other remedy provided hereunder or by law, and without being deemed Applicant's agent, may recover and/or resell the materials/items/product covered by this and any other agreement with Applicant (whether delivered or not), along with any other materials/items/product reclaimed by Creditor, at one or more public or private sales, at wholesale or otherwise and without further notice to Applicant, and Creditor shall be entitled to recover from Applicant the amount by which the invoiced price exceeds the amount(s) so received at such sale(s), along with all other incidental damages or costs incurred by Creditor, including attorney's fees, costs and costs of sale.

CHOICE OF LAWS; VENUE; ATTORNEY'S FEES; WAIVER OF JURY TRIAL: Applicant, Guarantor(s) and Creditor specifically agree that this agreement shall be governed by the laws of the State of Florida, the sole and exclusive venue for any action arising from or pertaining to this agreement (including any guaranty related hereto) shall be in the County where Creditor's office listed above is located, and the prevailing party in any such action (including but not limited to an action for declaratory judgment) or for the collection of any sums due Creditor from Applicant and/or Guarantor(s) hereunder shall be entitled to recover its attorney's fees and all costs incurred in any such action. Applicant, Guarantor(s) and Creditor expressly and specifically waive any right to trial by jury in any such action, with Applicant and Guarantor acknowledging that such waiver is a material inducement to Creditor.

ENTIRE AGREEMENT: This agreement contains the entire understanding of Applicant, Guarantor(s) and Creditor and is intended as their final expression of their agreement and a complete statement of the terms thereof; it supersedes any and all prior oral or written agreements, representations or warranties unless the same are expressly stated herein. This agreement may not be modified except in writing signed by Applicant, Guarantor(s) and an officer of Creditor, and no agent or employee of Creditor has the authority to waive, alter or amend this agreement or any portion thereof, including any term, condition or warranty. If any portion or provision of this agreement shall be declared invalid, the remaining provisions shall not be affected thereby and this agreement shall be construed as if the invalid portion or provision was not a part hereof. This agreement shall be construed as if Applicant, Guarantor(s) and Creditor equally participated in the drafting thereof.

PARTIES BOUND: If Applicant is other than a sole proprietorship or individual, the undersigned warrant that they have full authority to sign this Application for Credit/Credit Agreement and to obligate the Applicant and themselves hereunder, and further jointly and severally guarantee prompt payment and performance of all obligations of Applicant and to be bound hereby to all of the terms set forth herein. The undersigned further agree to promptly notify Creditor in writing of any changes in ownership, officers or form of Applicant. This Credit Agreement shall not be effective unless and until approved in writing by an authorized officer of Creditor

APPLICANT'S SELECTION OF MATERIALS/ITEMS/PRODUCT; REJECTION BY THIRD PARTIES; CREDITOR'S LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES: The materials/items/product sold will be selected and identified by Applicant based upon Applicant's own requirements and evaluation of the fitness and/or conformity of the materials/items/product to or for Applicant's needs, and not based upon any representation or statement of Creditor or Creditor's agents. Creditor shall not be responsible for any rejection of the materials/items/product or non-conformity asserted by Applicant, Applicant's customer or any third party. Creditor warrants that the materials/items/product is of the kind designated or specified in the invoice, and no other warranty shall be implied. CREDITOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY OR PERFORMANCE OF THE MATERIALS/ITEMS/PRODUCT OR AS TO INTELLECTUAL PROPERTY RIGHTS. CREDITOR'S LIABILITY FOR NON-CONFORMING MATERIALS/ITEMS/PRODUCT (INCLUDING LATE DELIVERED MATERIALS/ITEMS/PRODUCT) IS EXPRESSLY LIMITED TO THE REPLACEMENT OF THE NON-CONFORMING MATERIALS/ITEMS/PRODUCT OR REPAYMENT OF ANY SUMS PAID BY APPLICANT FOR THE NON-CONFORMING MATERIALS/ITEMS/PRODUCT, WHICHEVER CREDITOR ELECTS. SUCH REMEDIES SHALL BE APPLICANT'S SOLE AND EXCLUSIVE REMEDIES. CREDITOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LABOR OR OTHER CHARGES INCURRED BY APPLICANT ASSOCIATED WITH THE REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS/ITEMS/PRODUCT) AND ALL SUCH DAMAGES ARE HEREBY EXCLUDED. NO WARRANTY OR WARRANTY OBLIGATIONS SHALL ARISE OR EXIST UNTIL SUCH TIME AS CREDITOR HAS BEEN PAID IN FULL FOR ALL SERVICES AND/OR MATERIALS FURNISHED.

MISCELLANEOUS: Creditor may file Notice to Owner/Preliminary Notice on any job, and Applicant agrees to promptly furnish all information as requested. Creditor is authorized to investigate Applicant's credit, and may make inquiry of Applicant's current and past banks/lending institutions and creditors, including submitting to them inquiries in the form determined by Creditor. Applicant [] is not exempt [] is exempt from Florida Sales Tax (attach current Florida Resale Exemption Certificate if exempt); all applicable taxes will be applied to all purchases unless current Exemption Certificate is on file with Creditor. Monthly statement [] is [] is not requested by Applicant. Purchase Order [] is [] is not requested by Applicant. A facsimile, e-mail or PDF copy of this signed Application shall be deemed as binding as an original for all purposes.

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGE(S) THAT THEY HAVE REVIEWED AND UNDERSTOOD THE ENTIRE AGREEMENT AND FURTHER AGREE(S) TO BE FULLY BOUND BY THE TERMS THEREOF, AND FULLY WARRANT(S) THE INFORMATION ON THE REVERSE SIDE HEREOF IS TRUE AND CORRECT.

Credit Applicant Name

By: _____
_____ its _____

Date: _____

GUARANTY: In consideration of Creditor's extension of credit to Applicant, the undersigned Guarantor(s), jointly and severally, personally and irrevocably guarantee(s) prompt and full payment and performance of all of Applicant's obligations on the terms and conditions set forth above and agree(s) to be fully bound by the above terms and conditions, as well as payment of attorney fees and costs incurred in the enforcement of this personal Guaranty.

Dated: _____

Guarantor Name Typed or Printed Dated: _____

Guarantor Name Typed or Printed