

**SECTION VI TERMS AND CONDITIONS OF BUSINESS CREDIT**

This application, including all of the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Terra Firma Materials L.L.C. and/or its affiliates (individually and collectively). By submitting this Application to Terra Firma Materials L.L.C., Applicant hereby agrees to these terms and Conditions.

Applicant hereby agrees to pay Terra Firma Materials L.L.C. for each purchase made hereunder, as follows: Net 15<sup>th</sup> prox. (15<sup>th</sup> calendar day of the month following the month during which shipment is made.) Applicant agrees to pay Terra Firma Materials L.L.C. a monthly late charge equal to the lesser of 1.5 % of the maximum amount permitted by State Law. Terms of each individual sale are set forth on each invoice and Applicant hereby agrees to the terms of each invoice.

Applicant authorizes Terra Firma Materials L.L.C. from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant, including, but not limited to, each of the credit references listed in Section IV. Applicant further authorizes each of the Creditors to give to Terra Firma Materials L.L.C. from time to time any and all necessary information that will aid Terra Firma Materials L.L.C. in its credit investigation. Applicant further authorizes Terra Firma Materials L.L.C. to reinvestigate credit status from time to time as Terra Firma Materials L.L.C. deems necessary. Terra firma Materials L.L.C. reserves the right to limit, terminate or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Terra Firma Materials L.L.C. to act as a credit reference for Applicant by responding to inquiries from other creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Application; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Terra Firma L.L.C. in writing at the address referenced on its invoices of any changes which occur in respect to any of the information included in this Application (including, but not limited to, any of the information provided in Section II or III) or any other information which may affect ability to pay, and until such time, Terra Firma L.L.C. may continue to rely on this information. Any changes in legal status or the information provided in Section II or III must be communicated at least five business days in advance by certified mail. The original Applicant will remain liable until such times as Terra Firma L.L.C. has been given a reasonable period of time to respond to any notice regarding changes in legal status. Applicant further agrees that these Terms and Conditions are governed by the laws of the state where the shipment originated and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby.

Applicant will pay all costs of collection including, but not limited to, attorney fees equal to the greater of 25% of the amount of the outstanding indebtedness, or the maximum allowable under state law, should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event Terra Firma Materials L.L.C. is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of the relating to any sale or extension of credit by Terra Firma Materials L.L.C., including, but not limited to, any action by Terra Firma Materials L.L.C. to collect on account, may be filed in Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary.

Applicant agrees that any claims concerning quality control, or compliance with the product specifications, shall be waived unless written notice of such claim shall be delivered to Terra Firma Materials L.L.C. , by certified mail at the address found on its invoice, within 30 days of receipt of such products by Applicant.

Terra Firma Materials L.L.C. may at any time, assign its right for payment hereunder.

_____	_____	_____
Print Name of Person Signing	Authorized Signature	Title
_____	_____	_____
Print Name of Person Signing	Authorized Signature	Title

**SECTION VII – PERSONAL GUARANTY OF BUSINESS CREDIT**

For valued received, each of the undersigned hereby personally and individually guarantees payment when due or all indebtedness now due or which may become due by Applicant to Terra Firma Materials L.L.C. or any of its affiliates (collectively, Terra Firma Materials L.L.C.) even though from time to time there may be no indebtedness owing by Applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant under the above Terms and Conditions for twenty years after the date immediately below, unless prohibited by State Law, in which case the maximum liability under acceptance of this guaranty by Terra Firma Materials L.L.C. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of undersigned agrees to pay all costs of collection, including, but not limited to, attorneys fees equal to 25% of the amount of the outstanding indebtedness after default by the undersigned hereunder. Each of the undersigned authorizes Terra Firma Materials L.L.C. to check the undersigned's credit history from time to time and to obtain one or more consumer reports regarding the undersigned.

_____	_____	_____	_____
Date Signed Security #	Print Name of Person Signing	Signature of Individual Guarantor	Social

_____	_____	_____	_____
Date Signed Security #	Print Name of Person Signing	Signature of Individual Guarantor	Social