



**AUTHORIZED RESELLER AGREEMENT
BETWEEN
CRETEX CONCRETE PRODUCTS, INC.
AND
JMD ENTERPRISES LLC**

This Agreement is made effective and entered into as of October 5, 2012, by and between Cretex Concrete Products, Inc. ("Seller") with its primary office at 6655 Wedgwood Road N., Maple Grove, MN 55311-3640 and JMD Enterprises LLC with its headquarters at 13105 Delmar Street, Leawood, KS 66209-4147 ("Authorized Reseller").

I. Seller hereby appoints Authorized Reseller as a non-exclusive representative for the sale of Seller's products and/or services included in Seller's Catalog and all specialty products for which Seller is an authorized distributor.

Criteria for Participation as Authorized Reseller: Authorized Reseller agrees that it meets the following prerequisites to participate as a channel for the sale of Seller's products and services:

- A. Authorized Reseller agrees to sell Seller's products only when Authorized Reseller has received a project specific quotation for such products from the Seller.
- B. Authorized Reseller has and will maintain operational software to receive and transmit electronic transactions with Seller and the authorized customer ordering entities.
- C. Authorized Reseller will accept credit card payments from their customers.
- D. Authorized Reseller has, or will establish an accurate accounting system to properly document and account for all sales of Seller's products.
- E. Authorized Reseller will pay all invoices from Seller within seven (7) days from the date that payment is received by the Authorized Reseller from the Authorized Seller's customer. In the event that payment has not been received by the Authorized Reseller within thirty (30) days of the date of the Seller's invoice, the Authorized Reseller and Seller agree to collaborate on collection efforts from the Authorized Reseller's customer.

II. Sales Territory: Authorized Reseller participation in this Agreement does not change the Primary Trading Area of the Seller. The Primary Trading Area is defined for this agreement as the States of Kansas and Missouri. The Authorized Reseller agrees not to sell Seller's products outside of the Seller's Primary Trading Area unless the Authorized Reseller has obtained written authorization from Seller's President or Director of Sales. If Seller determines that Authorized Reseller is selling product to customers outside of Seller's Primary Trading Area, this Agreement may be immediately terminated for cause.

III. Effective Date and Term: The Term of this Agreement shall commence on the date of final signature by the authorized representative of Seller and Authorized Reseller and shall continue until terminated by either party in accordance with Item IV below.

IV. Termination of Agreement:

- a. **Either party may terminate this Agreement, at any time without cause, by providing written notice to the other party via certified mail, return receipt requested, no less than thirty (30) days prior to the effective date of such termination.**
- b. Seller may terminate this Agreement immediately upon providing written notification to Authorized Reseller, if Authorized Reseller fails to perform any obligation, duty or responsibility as set forth in this Agreement.

V. Distributor Participation: Authorized Reseller hereby certifies that its participation in Agreement is voluntary and will be in accordance with all terms and conditions set forth herein.

CRETEX CONCRETE PRODUCTS, INC. (Seller)

Signed: Matthew McAllister

Name: Matthew McAllister

Title: President

Date: October 5, 2012

JMD ENTERPRISES LLC (Authorized Reseller)

Signed: Julie D'Agostino

Name: Julie D'Agostino

Title: President

Date: Oct 5, 2012