LOAN POLICY

Policy Category:	Corporate	Location:	Utah/Idaho
Issue Date:	July 2005	Review Date:	November 2007

PURPOSE:

It is the policy of the Company to use these administrative guidelines to allow loans from the Oldcastle Mountain Materials Group 401(k) Retirement Plan (the "Plan").

SCOPE:

All employees under the Utah and Idaho locations.

POLICY:

This loan policy describes the conditions on which loans will be made from the Oldcastle Mountain Materials Group 401(k) Retirement Plan (the "Plan"):

ELIGIBILITY

1. Participant loans are available to employees who are "Parties-in-Interest" to the Plan, which means that loans are generally available only to participants who are current employees of the Employer.

2. However, a loan will not be made to an employee whose current pay will not support the ability to repay the loan through payroll withholding, such as part-time employees (currently working less than 20 hours per week); employees on seasonal or other layoffs such as RIFs; or employees on military or family or medical leaves of absence.

3. Only one outstanding loan at a time.

4. *Loan Default*: There will be a waiting period sufficient to insure the default loan has been satisfied prior to obtaining a new loan.

5. *Bankruptcy Notice*: There will be a 12 month waiting period to obtain a new loan, from the date of notification of a bankruptcy. If the loan is not satisfied under the bankruptcy the loan will be considered in default until satisfied and the loan default policy applies.

6. The Administrator shall make loans available to eligible plan participants on a non-discriminatory basis.

7. The plan may not make participant loans available to highly compensated employees in an amount greater than the amount made available to other employees.

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LOAN AMOUNTS

1. The minimum permitted amount of a loan is $1,000.

2. The maximum amount of any loan cannot exceed the lower of $50,000 or 50% of your vested account balance.

3. The amount of any loan to a Participant (when added to the outstanding balance of all other loans to the Participant from the Plan or any other plan maintained by an Employer or a Related Company) cannot exceed the lesser of:

   (a) $50,000, reduced by the excess, if any, of the highest outstanding balance of any other loan to the Participant from the Plan or any other plan maintained by an Employer or a Related Company during the preceding 12-month period over the outstanding balance of such loans on the date a loan is made hereunder; or

   (b) 50 percent of the vested portions of the Participant’s Account and his vested interest under all other plans maintained by an Employer or a related Company.

TERM OF LOAN

1. General purpose loans must be repaid within 5 years.

2. Primary residence loans must be repaid within 10 years.

   - (Primary residence loans must include documents that show you are requesting the loan so you can purchase or build your principal residence.)

3. A loan will go into default if a scheduled payment is more than 90 days late. In this case, the entire amount of the loan which is in default will be treated as a taxable distribution and will also be subject to the 10 percent federal excise penalty on early distribution if the participant is under age 59 & ½ when this happens.

   - In addition, if a distribution event has occurred (such as termination of employment); the Plan will foreclose on the defaulted promissory note by offsetting the amount due against the participant’s account balance.

   - If no distribution event has occurred, the loan will still be treated as a taxable distribution, but the defaulted loan will continue to be carried on the books of the Plan and will continue to accrue interest until it is actually repaid or until a loan offset can be made when a distribution event occurs later.

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PAYMENT SCHEDULE

1. All loan repayments shall be made through level payments of both interest and principal deducted from the participant's weekly, semi-monthly, or biweekly, as applicable, payroll check.

2. In addition, loans may be prepaid at any time, in whole or in part, and normal monthly payments may be made during an approved leave of absence as follows:

    - All such payments must be made with a cashier's check, money order, or guaranteed bank check.

    - Make all checks payable either to Prudential Trust Company or Oldcastle Mountain Materials Group 401(k) Plan and mailed to the following address:

      Staker and Parson Companies
      Attention: Debbie Johnson
      PO Box 3429
      Ogden, UT 84409

3. A loan cannot be used to refinance or roll over an existing loan.

4. If an employee is being paid severance pay, loan payments will continue to be made through payroll deduction from the severance pay for the duration of the severance.

INTEREST

1. Loans must bear interest at the same rate that a third-party lender would charge for a comparable loan.

2. The Administrator will review and adjust the interest rate at least quarterly.

3. The loan interest rates will generally be set to the prime rate as published in the Money Section of the Wall Street Journal **plus two percent (2%)** as of the latest adjustment date, except prior to <u>July 1, 2005</u>, the loan interest rate was 4.75%.

4. In accordance with the Servicemembers' Civil Relief Act of 2003, the interest rate on the loan, if greater than 6%, will be reduced to 6% during the participant's period of military service. However, in order for the 6% rate to apply, the participant must inform the Plan Administrator in writing that he/she has been called to military service and provide a copy of the military orders within 180 days of being discharged.

5. After the loan is issued, the interest rate shall remain fixed for the duration of the loan and shall not be re-negotiated.

6. Interest earned on the loan will be credited to the participant's account as additional earnings on the account.

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LEAVE OF ABSENCE

Loan repayments shall remain fixed for the duration of the loan. However, under certain conditions, described in the plan document, the Administrator may change the frequency or method of loan repayments (loan re-amortization). Such changes may change the amount of finances charges and final payment amount.

For example, the Administrator may suspend payment requirements for up to one year during which a participant is on an authorized (i) unpaid leave of absence or (ii) paid leave of absence, where the amount of pay (less applicable employment tax withholding) is insufficient to cover the Plan loan installment. Regardless of whether installment payments are suspended, the entire loan balance must be paid with the original term established for the loan (i.e. maximum of 5 years for general purpose loans).

Seasonal or other layoffs (i.e. RIF's) are not considered authorized leaves of absence for purposes of allowing suspensions of loan payments under this Loan Policy. Leaves of absence for purposes of any other employee benefit plans may have different definitions as set forth in those plans.

Military Service Leave. The Administrator will also suspend payment requirements during military service leave. The period of such leave will not be counted as part of the loan term. Once the participant returns from military service, the loan payments will resume at an amount and frequency no less than required by the original loan terms. The loan must be repaid in full during the original loan term plus the period of military service. However, if the original term of the loan was less than five years and the loan was not taken for the purchase of a principal residence, the term of the loan can be extended to five years plus the period of military service.

SECURITY

All loans will be secured by the participant's pledge of 50% of his vested interest in the Plan.

LOAN FEE

A one time loan fee of $50.00 will be deducted from the participant's account.

PROCEDURE FOR REQUESTING A LOAN

Call Prudential's Interactive Voice Response service (IVR) at 1-800-253-2287 or log onto Prudential's website, www.prudential.com and follow the directions for modeling a loan.

The loan package will be mailed directly to your home. Upon receipt, sign the Loan Application and forward it to the Corporate Human Resources Department. The loan model is valid for thirty days.

If the participant is married at the time the loan is taken, spousal consent is required.

PARTICIPANT DIRECTION OF LOAN FUNDS

All loans are made from the participant's account. The loan will be initially funded by liquidating sufficient investments (pro rata) in the participant's account. Loan repayments are made through payroll deduction with after-tax dollars and will be invested in accordance with the participant's currently effective investment election.

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LOAN PAYOFFS

The participant has the right to pay off all or any part of the outstanding loan balance at any time.

A loan will be considered ‘paid off’ when the loan balance of an outstanding loan is zero.

Complete or partial repayment of the loan must be made by guaranteed funds (i.e. cashiers check, money order, or guaranteed bank check).

TERMINATION OF EMPLOYMENT AND OTHER REPAYMENT EVENTS

Upon a participant’s termination of employment the balance of any outstanding loan, plus any accrued interest is due and payable upon termination of employment (or at the end of any period of severance pay if later), and shall immediately become due and owing.

In the case of an authorized leave of absence permitting a suspension of loan payments, the balance of the loan, plus accrued interest, will be due and payable no later than the end of the maximum suspension period (one year except for military leaves) if the employee has not returned from the leave of absence by then.

By signing the loan application, the Participant (and spouse if applicable) consent to an offset of the account balance to repay the loan following employment termination if not repaid in cash within 60 days following the due date (termination date, end of a severance pay period, or end of the maximum one-year leave of absence period).

In addition, the Administrator will treat a loan as in default, and immediately due and payable, if:

(a) any scheduled payment remains unpaid for 90 days as described above

(b) any representations or statement made by or on behalf of the Participant to the Plan proves to have been false in any material respect when made or furnished;

(c) distribution is required to be made under a qualified domestic relations order affecting the participant’s account and the amount of the distribution would exceed the participant’s account balance, less the loan balance; or

(d) death, dissolution, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws of, by, or against the participant.

Upon default, the entire amount of the loan will be due and payable as described above under “TERM OF LOAN”.

TAX CONSEQUENCES

1. Under current tax rules, the interest paid on a loan from the Plan is not deductible for federal tax purposes.

2. If the scheduled payments on a Plan loan is not made for more than 90 days or if the payroll withholding for loan repayments stops for any reason, the loan may be declared in default and reduce the participant’s vested account in the Plan by the outstanding balance of the loan.

3. In the event an outstanding loan balance becomes or is deemed to become distributable, it will be taxable to the participant as ordinary income and a form 1099R will be issued.

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PLAN PROVISIONS

The policies outlined in this document may be revised at any time by the Administrator, to be effective upon the distribution of a revised Loan Policy, or at such other time as the Administrator shall designate.

Should there be any discrepancy between the terms of this loan policy and the plan document; the terms of the loan policy will govern.

Clerical or administrative errors on the part of the Company are not an excuse for failure to comply with the above guidelines. Participants should immediately advise Human Resources of any errors in the amount or terms of the loan, or of any failure to properly withhold loan payments from the participant's pay check.