



CAPITOL MATERIALS OF SAVANNAH, INC.

D/B/A Capitol Materials Coastal

Savannah, GA Myrtle Beach, SC N. Charleston, SC Ridgeland, SC Hilton Head, SC Brunswick, GA Jacksonville, FL
912-232-0952 843-347-5530 843-554-9070 843-987-5181 843-686-4411 912-264-5770 904-880-3772

CONFIDENTIAL CREDIT APPLICATION

Applicant _____ Corporation Partnership

Street Address _____ Sole Proprietor Govt. Agency

City _____ State _____ Zip _____ Other Limited Liability Co. (LLC)

Mailing Address (P.O. Box) _____ D&B Rating _____

City _____ State _____ Zip _____

Business Phone _____ Fax _____ Yes No

Home Office _____ Mobile Phone _____ (If No Explain) _____

E-Mail _____ Type of Business _____ How Long in Business? _____ yrs.
(All invoices and statements will be sent via email unless requested otherwise.)

Name of Owner(s) or Principal Officer

Name	Title	Social Security Number	Phone
Street Address	City	State	Zip

BANKING INFORMATION

Name _____ Address _____ () Checking

Phone _____ Name of Officer Handling Account _____ () Loans

This confidential credit application expressly incorporates by reference the below guaranty found on page two of this document.

TRADE REFERENCES

Name _____ Acct. No. _____ Phone: _____

Address _____ City _____ State _____ Zip _____

Fax _____ Contact Person _____

Name _____ Acct. No. _____ Phone: _____

Address _____ Contact Person _____

Fax _____ City _____ State _____ Zip _____

Name _____ Acct. No. _____ Phone: _____

Address _____ City _____ State _____ Zip _____

Fax _____ Contact Person _____

APPLICANT

Signature: _____ Date: _____

Name (print): _____ Title: _____

TERMS AND CONDITIONS

PLEASE READ CAREFULLY

The person, corporation, or firm to whom an open line of credit is extended, will be notified in writing, advising of the amount of credit extended. All applications approved for credit are governed by the following:

1. The Applicant hereby certifies and acknowledges that all of the above information is true and accurate as of the date of this Application, and the Applicant will supply any such additional information, which is of a material nature to Capitol Materials of Savannah, Inc., (hereinafter "Capitol") irrespective as to whether such information is requested by Capitol.

2. The Applicant understands that Capitol will be relying upon this information in determining whether to extend credit to the Applicant and such reliance shall be of a continuing nature for all future extensions of credit. Capitol extension of credit shall be at its sole option and discretion and the Applicant shall not rely upon any past practices or course of dealing.

3. The Applicant hereby authorizes Capitol to obtain information directly from the Applicants' bank references, trade references, accountants, and credit reporting agencies and consents to the release and disclosure to Capitol of such information from each such party.

4. Any credit provided to the Applicant by Capitol shall be paid in full within thirty (30) days from the date of each invoice.

5. Capitol makes no warranties, including implied or verbal warranties, representations, or covenants as to the quality or fitness for any specific, particular, or general purpose of any products which it sells to the Applicant, except for that the good sold are as described on the face of the relevant Capitol invoice. The Applicant agrees to purchase order terms and conditions.

6. In the event that the Applicant claims that Capitol breached any warranty or representation, as to any product or good, the Applicants' exclusive remedy shall be for the actual cost of such product. In no event shall Capitol be held liable for any consequential losses or damages, including but not limited to, loss of profits, loss of business opportunities, and damages to persons or property.

7. This Application, including all terms and conditions, shall be governed in accordance with the laws of the State of Georgia.

8. Applicant agrees to guarantee payment to Capitol for any and all future or current indebtedness, including interest at the rate of 1.5% per month (18% per annum) on any past due amount. Applicant also agrees to pay all reasonable attorney's fees and costs incurred in collecting any past due amounts.

9. Any legal proceeding commenced by or against the Applicant and Capitol shall be in the County of Chatham, State of Georgia and the Applicant consents to this jurisdiction and hereby waives any rights which it may have to a trial by jury.

10. These terms and conditions of this Application can only be amended, altered, modified, or changed in writing signed by Capitol.

11. If any provision of this Application is found to be unenforceable, the remaining terms and conditions shall continue to be effective.

12. These terms and conditions shall be binding upon the Applicant's successors, assigns, trustees, and legal representatives.

Applicant Signature: _____

Date: _____

Applicant Print: _____

Applicant Title: _____

Personal Guaranty Clause:

The Applicant, _____, being an individual, corporation, partnership, or proprietorship, and in consideration of any extension of credit from Capitol Materials of Savannah, Inc. ("Capitol"), the undersigned Guarantor hereby jointly and severally, personally unconditionally guarantees payment of total sum due Capitol or its affiliates for account indebtedness incurred by the Applicant in conduct of the Applicant's regular course of business and attorney's Fees and court cost incurred in enforcing this Guaranty. The attorney's fee for enforcing this Guaranty shall be calculated at fifteen percent (15%) of the principal indebtedness and accrues interest under this Guaranty. This is a continuing Guaranty and until revoked shall cover future indebtedness of Applicant, as contemplated hereunder, including indebtedness arising from successive transactions that either continue the indebtedness or renew it after it has been satisfied. This Guaranty may be revoked only by written notice to Capitol delivered to its address at 305 Telfair Road, Savannah, GA 31415. Notification shall be effective on the thirtieth (30th) day following receipt of such notice by Capitol, but revocation or termination will not affect the obligations of Guarantor with respect to indebtedness incurred prior to receipt by Capitol of such notice. Guarantor hereby waives any right to notice of debt incurred pursuant to this application and any rights such Guarantor may have by reason of any forbearance, modification, waiver or renewal or extension which Capitol may grant, waives notice of acceptance of this continuing guaranty, and waives presentment, demand, notice or protest of any kind. Guarantor hereby further waives any right to be informed of any fact or circumstance relating to Applicant that may increase Guarantors' risk, including information about Applicant's financial condition. The obligations of Guarantor is primary, absolute, independent, irrevocable and unconditional. Capitol may proceed directly against Guarantor whenever Applicant fails to make payment when due without being required to proceed first against Applicant. Pursuant to O.C.G.67.4.16, the approval of this application creates a commercial account and the interest on all indebtedness incurred under the terms of this Guaranty shall be calculated at the commercial rate of interest. Any purchase by the applicant under the terms of this Guaranty shall constitute specific acceptance of interest rate terms. The undersigned Guarantor shall be subrogated to the rights of Capitol to the extent that the undersigned fully satisfies and discharges the Applicant's obligations under this Guaranty. The right of subrogation shall be undersigned Guarantor's sole remedy against the Applicant. The undersigned Guarantor specifically authorizes Capitol to obtain information pursuant to a credit examination in the evaluation of this application for credit. All notices to Applicant or Guarantor hereunder shall be deemed to be given on the third (3'd) business day following the deposit on notice in the United States mail to above addresses. This Guaranty expressly incorporates by reference the above confidential credit application found on page one of this document. The execution of this Confidential Credit Application, including the continuing guaranty, does not obligate Capitol to extend credit to Applicant, and the decision as to whether to extend credit to Applicant remains in the sole discretion of Capitol.

CAPITOL WARRANTS THE GOODS SOLD ARE AS DESCRIBED ON THE FACE OF THE RELEVANT CAPITOL INVOICE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND SUCH DESCRIPTION. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF GOODS SOLD OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

GUARANTOR

Signature: _____ Date: _____

Name (print) _____

*Note-Applications will not be processed unless signed

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Email: dfletcher@capmat.net

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