

Colonial Construction Materials
1071 Merchants Lane PO Box 333
Oilville, VA 23129
Phone: 804-264-0128 Fax: 804-708-0269

Confidential Application for Credit

Complete Business Name _____ Years in Business _____

Address _____

Telephone Number _____ Fax Number _____ E-mail Address _____

Circle One: Corporation Partnership Individual Other

Federal ID # _____ Social Security # _____

Type of Business _____ Contact Name (Accounts Payable) _____

Purchase Order Required? (Circle One) Yes No

Tax Exempt? (Circle One) Yes No (If YES, enclose certificate)

Name of Bank _____ Address of Bank _____

Contact Name _____ Telephone Number _____

Company Principals

Name	Title	Name	Title
1. _____	_____	3. _____	_____
3. _____	_____	4. _____	_____

Trade References (Please list phone and fax numbers)

Name	Address	Phone	Fax
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Bonding Company _____ Address _____

EVIDENCE OF DEBT

NOTICE: This instrument contains a confession of judgement provision which constitutes a waiver of important rights you may have as a debtor and allows the creditor to obtain a judgment against you without any further notice.

Colonial Construction Materials, Inc. extends credit to those who qualify on the basis of NET 30 DAYS. Any departure from these terms must be in writing and must be approved in writing by Colonial Construction Materials, Inc. A service charge of 1.5% per month (18% annum) will be applied to outstanding balances due on all accounts, 30 days from the date of purchase.

Purchaser acknowledges that all outstanding balances owed to Colonial Construction Materials, Inc. evidences a debt owed and hereby authorizes and appoints John H. Goots, a member of the Virginia State Bar, and resident of the Commonwealth of Virginia as its (their) attorney-in-fact, whom shall have the power to confess judgement against the Purchaser in favor of Colonial Construction Materials, Inc. in the Clerk’s Office of the Circuit Court of Goochland, Virginia or in any other court of proper jurisdiction for the unpaid balance of the Default (as defined below). In the event that Purchaser defaults on the payments of any purchase, all payments outstanding, whether or not 30 days have lapsed since the date of the purchase, shall immediately become due pursuant of this Evidence of Debt.

Events of Default

Any of the following events shall constitute an “Event of Default” under this Evidence of Debt. (1) If any payment of this Evidence of Debt is not paid when due; (2) If purchaser makes a materially false or misleading statement to Colonial Construction Materials, Inc.; (3) If purchaser dies, dissolves, merges, consolidates, changes a general partner or there is a change in the ownership of more than 20% of the Purchaser’s stock or ownership interest, or Purchaser ceases to be a going concern; (4) If a petition or complaint under any bankruptcy, insolvency or other law seeking reorganization, liquidation, dissolution or other relief is filed by or against Purchaser, or if Purchaser becomes unable or admits an inability to pay its debts as they become due; and (5) If any property of the Purchaser is seized, attached or levied on, or if a receiver or custodian is appointed for Purchaser.

This Evidence of Debt shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

If any provision of this Evidence of Debt shall be prohibited or held invalid by applicable law, that provision shall be ineffective only to the extent such prohibition or invalidity, without invalidating either the remainder of such provision or the remainder of this Evidence of Debt.

Any notice to any Party shall be deemed to have been given if mailed, postage period, to the address of the Party as such address appears on the Credit Application and Evidence of Debt.

This Evidence of Debt shall be binding upon the Parties, their heirs, personal representative, successors and assigns and shall inure to the benefit of Colonial Construction Materials, Inc., and its successors and assigns and any future holders hereof.

Purchaser (Please Print)

Title

Date

Purchaser Signature