



PO Box 1377  
Kinston, NC 28503  
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INTERNAL USE ONLY

Customer No.: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

**CONFIDENTIAL  
CREDIT APPLICATION**

**THIS CREDIT APPLICATION IS BEING SUBMITTED BY:**

A. Legal Name (Corporate): \_\_\_\_\_

Other Names Used (DBA): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Federal Tax I.D.#: \_\_\_\_\_

Corporation  Partnership  Proprietorship  Other: \_\_\_\_\_

**TAX EXEMPT ORGANIZATION:**  YES  NO **EXEMPT NUMBER** \_\_\_\_\_

\*\*\*Must provide tax exempt certification to be exempt\*\*\*

B. **NAMES OF PRINCIPAL OFFICERS, PARTNERS, OR OWNERS:**

\*\*\*MUST PROVIDE THIS INFORMATION\*\*\*

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

C. **PERSON TO CONTACT REGARDING FINANCIAL MATTERS, INVOICE PAYMENTS & PURCHASING:**

Controller: \_\_\_\_\_ Email Address: \_\_\_\_\_

Accounts Payable: \_\_\_\_\_ Email Address: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

D. **PLEASE LIST ANY RELATED COMPANIES IN WHICH THE PRINCIPALS HAVE AN INTEREST** (If none write "None" below).

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

E. **HAVE WE EVER SOLD TO YOU BEFORE OR TO ANY PRESENT OR FORMER AFFILIATE?**  Yes  No What name: \_\_\_\_\_

F. **ARE YOUR RECEIVABLES AND/OR INVENTORY PLEDGED TO OTHERS?**  NO  YES  
If yes, please explain: \_\_\_\_\_

G. **TRADE REFERENCES:** (Complete addresses are necessary so that we can process your application promptly)

1. Name	Phone	Fax
Address	Credit Mgr.	
Credit Line \$		
2. Name	Phone	Fax
Address	Credit Mgr.	
Credit Line \$		
3. Name	Phone	Fax
Address	Credit Mgr.	
Credit Line \$		
4. Name	Phone	Fax
Address	Credit Mgr.	
Credit Line \$		

H. **BANK REFERENCES:**

Bank Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

Loan Officer \_\_\_\_\_ Phone \_\_\_\_\_

Secured?  Yes  No      Bank Line \_\_\_\_\_

Personal Guaranty?  Yes  No

Explain: \_\_\_\_\_

I. **WE ESTIMATE OUR ANNUAL PURCHASES AT:**

\$ \_\_\_\_\_ AND WE REQUEST A CREDIT LINE OF \$ \_\_\_\_\_

J. **DO ANY UNDISCLOSED LIENS EXIST?**  Yes  No    If yes, please provide details: \_\_\_\_\_

K. **HAVE ALL REQUIRED PAYROLL DEPOSITS FOR WITHHOLDINGS AND OTHER TAXES BEEN MADE?**  Yes  No    If not, please provide details: \_\_\_\_\_

The information in this application submitted in connection herewith is for the purpose of obtaining credit and is represented by the applicant to be true and complete. The applicant authorizes you to investigate all credit references and any other matters pertaining to its financial responsibility. The undersigned authorizes its bank(s) and trade creditors to submit complete information for the purpose of credit evaluation. The applicant authorizes you to obtain credit information periodically to ensure credit worthiness.

Company \_\_\_\_\_

Date \_\_\_\_\_ Signed By \_\_\_\_\_ Title \_\_\_\_\_

### GUARANTY AGREEMENT

WHEREAS, the undersigned (“Guarantor”) has benefited and continues to benefit directly from the agreement of NEIL MEDICAL GROUP, INC. (“NMG”) to extend credit or make certain financial accommodations to \_\_\_\_\_ (“Debtor”), and NMG has agreed to extend such credit or make certain financial accommodations to Debtor in reliance upon this guaranty (“Guaranty”).

NOW, THEREFORE, in consideration of NMG’s extension of credit and financial accommodations to Debtor, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby unconditionally guarantees, as a primary obligor and not merely as a surety, the punctual payment when due of: (a) all debts, liabilities, and obligations of Debtor to NMG, now existing or hereafter coming into existence; and (b) all expenses, including reasonable attorneys’ fees and expenses of legal counsel, incurred by NMG if any such debts, liabilities, or obligations of Debtor are collected or the liability of the undersigned hereunder enforced, by or through any attorney at law (all of (a) and (b) being hereinafter referred to as the “Obligations”). For the purpose of this Guaranty, the Obligations shall include all debts, liabilities, and obligations of Debtor to NMG, notwithstanding any right or power of Debtor or anyone else to assert any claim or defense as to the invalidity or unenforceability thereof and no such claim or defense shall impair or affect the obligations and liabilities of Guarantor hereunder.

2. This is a guaranty of payment and not of collection. The liability of Guarantor on this Guaranty shall be continuing, direct, and immediate and not conditional or contingent upon the pursuit of any remedies against Debtor or any other person.

3. Guarantor expressly waives: (a) notice of acceptance of this Guaranty; (b) demand for payment of any of the Obligations; (c) notice of default to Guarantor or to any other party with respect to any of the Obligations; (d) to the fullest extent permitted by applicable law, any defense based on or arising out of any defense of Debtor or the unenforceability of the Obligations or any part thereof from any cause, or the cessation for any cause of the liability of Debtor; (e) any duty or obligation of NMG to proceed to collect the Obligations from, or to commence an action against, Debtor, any other guarantor, or any other person, despite any notice or request of Guarantor to do so; (f) all other notices to which Guarantor might otherwise be entitled; (g) demand for payment under this Guaranty; and (h) any rights of Guarantor pursuant to North Carolina General Statutes Section 26-7 or any similar or subsequent law.

6. This Guaranty shall be effective and/or reinstated if at any time payment of any of the Obligations is rescinded or must otherwise be restored or returned by NMG upon the insolvency, bankruptcy, dissolution, liquidation, or reorganization of Debtor, or as a result of the appointment of a receiver, intervenor, or conservator of, or trustee or similar officer for, Debtor or any substantial part of its property, or otherwise, all as though such payments had not been made.

7. Guarantor expressly acknowledges that NMG’s agreement to extend credit or make certain financial accommodations to Debtor is and will be to the direct interest, benefit, and advantage of Guarantor.

9. This Guaranty shall bind and inure to the benefit of NMG, its successors and assigns and shall bind and enure to the benefit of Guarantor, his heirs, executors, administrators, successors, and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law rules.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty under seal.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_