



800.228.0024  
 5500 77 Center Drive, Suite 100  
 Charlotte, NC 28217

(Hereinafter call Seller)

**COMMERCIAL CREDIT APPLICATION**

Legal Name of Business			Type of Organization: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL OWNERSHIP		
Doing business as (DBA)					
Address (mailing and physical)					
City	Province	Zip Code			
Date Established	Province Established In	Phone Number: _____		Email: _____	
		Fax Number: _____		URL Address: _____	
Sales Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No				Contractor's License #	
Accounts Payable Contact:		Phone:	Email:		Invoice Delivery (Postal Mail or Email):
Principals of Company: Name	Home Address	Date of Birth	Social Security #	Type of Interest	Percent Interest
APPLICANT FINANCIAL INFORMATION					
Company Checking Account With (Bank Name)					
Principals of Company: Street		City	Sate	Zip	
Account #					
Current Assets: \$ _____		Current Liabilities: \$ _____		Retained Earnings: \$ _____	
Total Assets: \$ _____		Total Liabilities: \$ _____		Annual Sales: \$ _____	
BUSINESS REFERENCES					
First Business Reference Name:	City	Province	Zip Code		
Account #	Phone #	Fax # or Email			
Second Business Reference Name:	City	Province	Zip Code		
Account #	Phone #	Fax # or Email			
Third Business Reference Name:	City	Province	Zip Code		
Credit Line Requested:	Please attach latest annual financial and operating statements, accompanying notes and auditor comments to support this application.				

Please return application to: Greenfiber Credit Department  
 5500 77 Center Drive, Suite 100, Charlotte, NC 28217

Or email application to: [creditmanager@greenfiber.com](mailto:creditmanager@greenfiber.com)



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### GREENFIBER CREDIT APPLICATION, PERSONAL GUARANTY & SECURITY AGREEMENT

The term "Applicant" includes the Company or entity requesting credit, its owners or principals who supply credit information and all guarantors to this Agreement. The term "Greenfiber" shall mean Applegate Greenfiber Acquisition, LLC, a Delaware limited liability company, and any entity affiliated with or related to Applegate Greenfiber Acquisition, LLC, from which Applicant obtains credit or purchases product, at any time, whether now or in the future.

1. All sales are governed by the Terms and Conditions contained in Greenfiber's invoices, price sheets, sales literature, or shipping documents.
2. Prices are subject to price in effect at time of shipment. All sales are subject to credit approval at time of sale.
3. Applicant grants Greenfiber permission to investigate and verify references and credit information. Applicant and its agent(s) authorize any and all banks, financial institutions, and other credit reporting agencies to furnish credit information to Greenfiber. Applicant understands these are representations to Greenfiber on which Greenfiber will rely upon in granting credit. Greenfiber is under no obligation to grant credit and may revoke any future credit at any time without notice.
4. Applicant grants Greenfiber a purchase money security interest in all unpaid goods until the invoice cost and any collection costs are paid in full. By signing this Application, Applicant and all additional parties signing with Applicant are deemed to have provided Greenfiber with an authenticated signature under the Uniform Commercial Code. Applicant shall allow Greenfiber to file a financing Provincement evidencing this Security Agreement.
5. All liabilities of Applicant shall mature, if they have not already matured, immediately upon any default by Applicant in its credit terms, insolvency of Applicant, the appointment of a receiver for Applicant or Applicant's property, the filing of a voluntary or involuntary petition of bankruptcy, reorganization or arrangement, the making of assignment for the benefit of creditors or the calling of a meeting or creditors of Applicant or in the event that Greenfiber deems itself insecure.
6. In the event the account is placed for collection, Applicant agrees to pay all expenses of collection to the extent permitted by law including costs and reasonable attorney fees.
7. This Agreement shall be governed and enforced in accordance with the laws of the Province of North Carolina. The parties consent that any action between the parties regarding to credit granted pursuant to this Agreement may be brought in any county or parish where Greenfiber conducts business.
8. The invalidity of any provision of this agreement shall not affect the validity of the remaining provisions of this Agreement.

The undersigned acknowledges the terms of this Credit Application, Personal Guaranty and Security Agreement. By signing this Agreement, the undersigned assumes (jointly and severally if there are more than one) and agrees to comply with all provisions of the Agreement and to pay all sums and charges on this or any account with Greenfiber opened or maintained in any account name by Applicant or it's agents, regardless of capacity in which signed.

Date: \_\_\_\_\_  
 \_\_\_\_\_ Applicant's Signature/Title: \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_  
 \_\_\_\_\_ Joint Applicant's Signature/Title: \_\_\_\_\_ Print Name \_\_\_\_\_

9. In consideration of Greenfiber supplying goods or extending credit to the above Applicant, the undersigned (referred to here as "Guarantor" and elsewhere in this Agreement as "Applicant"), jointly and severally, unconditionally promises to pay, when due, without demand and without deduction for any setoff or counterclaim the full amount of all indebtedness or other obligation now or in the future due from Applicant to Greenfiber together with interest, and all costs and expenses including reasonable attorney's fees incurred by Greenfiber in collection of any indebtedness or enforcement of this guaranty. This is a continuing guaranty and is revocable only as to transactions entered into 30 days or more after receipt by Greenfiber of written notice of termination sent by the Guarantor by United Provinces Mail to Greenfiber, 5500 77 Center Dr, Suite 100, Charlotte, NC 28217.
10. Guarantor waives notice of acceptance, of orders, sales and deliveries to Applicant, and the amounts and terms of sale. Guarantor consents to and waives notice of any changes of the terms, withdrawal or extension of credit or time to pay, the release in whole or in part of any indebtedness, the release in whole or in part of one or more of the other guarantors, the settlement or compromise of



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defaults and disputes, the acceptance or release of security, if any, the acceptance of notes or any other form of security or obligation for Applicant’s indebtedness, and the demand, protest and notice of protest of any such security or instrument. The obligations under this guaranty shall not be affected or waived by any time extension or other indulgences granted by Greenfiber. Greenfiber may, at its option, proceed in the first instance against Guarantor, each severally, any two or more jointly, or some severally and some jointly, to collect any debt covered by this guaranty, without first proceeding against Applicant, or any other person or other entity, and without first resorting to any property at any time held by Greenfiber as collateral security.

- 11. Nothing in this guaranty shall be construed as a continuing obligation on Greenfiber’s part to sell goods or extend credit to Applicant.
- 12. This guaranty shall be interpreted according to the laws of the Province of North Carolina. Guarantor consents that any lawsuits arising out of the obligations guaranteed might be brought in any county or parish where Greenfiber conducts business.
- 13. This guaranty shall be binding upon the undersigned and the undersigned’s heirs, legal representatives, successors or assigns and shall inure to the benefit of Greenfiber’s successors or assigns. The undersigned hereby authorizes any and all banks, financial institutions, and other credit reporting agencies to furnish credit information to Greenfiber to be used for the purpose of extending credit to the Applicant. If the undersigned Guarantor is a corporate or other entity, such Guarantor represents and warrants to Greenfiber that the person signing this guaranty on behalf of the Guarantor is duly authorized to do so.

APPLICANT CERTIFIES THAT THE ABOVE INFORMATION IS TRUE, CORRECT, COMPLETE, AND ACCURATE AND THAT NO FALSE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO GREENFIBER. THE APPLICANT UNDERSTANDS GREENFIBER IS RELYING ON THIS INFORMATION. APPLICANT ALSO GIVES PERMISSION TO THE ABOVE REFERENCES TO RELEASE CREDIT INFORMATION TO GREENFIBER.

\_\_\_\_\_  
Signature of First Guarantor

\_\_\_\_\_  
Signature of Second Guarantor

\_\_\_\_\_  
Print Name of First Guarantor

\_\_\_\_\_  
Print Name of Second Guarantor

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Address

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Home Address

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City, Province, Zip

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City, Province, Zip

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Phone Number

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Phone Number