EMPIRE MERCHANTS

Empire Merchants
19-50 48th Street, Astoria, NY 11105
16 Bridgewater Street, Brooklyn, NY 11222
Tel: 800.338.3880; 718.383.5500
empiremerchants.com

Welcome New Account Applicant,

Thank you for your interest in doing business with Empire Merchants, LLC.

Please find the enclosed packet which includes all the Empire Merchants forms needed to open an account, as well as our optional enhanced services:

- **New Account Application (required)** – *Please note it is important to use the licensed corporation or partnership's exact legal name as registered with the NY Department of State at website:* http://www.dos.ny.gov/corps/bus_entity_search.html *on the application.*

- **Personal Guarantee (required)** – *Please submit the original notarized legal document to the Empire Merchants Credit Department to the address below in order to qualify for regular open account credit terms:*

  Empire Merchants Credit Department
  16 Bridgewater Street, Brooklyn, New York 11222
  Attention: Credit Department

- **Also Owns Form (if applicable)** – *Please complete this form if you are already doing business with Empire Merchants on additional liquor licenses.*

- **Empire Online and Pay by Phone Account Registration (optional)** – *Please provide a copy of a voided company check to set up service which enables instant access to online electronic payments, pay by phone & detailed account information.*

In addition please provide copies of the following required regulatory documents:

- **Tax ID Certificate (Federal Tax ID)**
- **ST-120 NY State Sales Tax Certificate**
- **NY State Liquor Authority License**

All completed documents should be returned by email/fax:
newaccounts@empiremerchants.com
FAX (718) 389-7175

Please contact Josephine DiSanto with any questions concerning your application at 718-255-2641.

Empire Merchants certainly appreciates your wine and spirits business.

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NEW ACCOUNT APPLICATION

CUSTOMER DELIVERY INFORMATION

OPEN TIME: _____ CLOSE TIME: _____

DAYS CLOSED (CIRCLE DAYS CLOSED): MON TUES WED THUR FRI SAT SUN

SPECIAL DELIVERY LOCATION (I,E; REAR DOOR):_____

PREFERRED DELIVERY TIME: ( ) AM DELIVERY ( ) PM DELIVERY

(NOTE: A "Personal Guaranty" By all principals of the applicant corporation must be attached to this application for consideration of open terms)

LICENSE NAME: _____ D/B/A _____
(Copy of License must be attached to application)

TAX IDENTIFICATION NUMBER:_____ SLA SERIAL NUMBER/TYPE_____
(Copy of Certificate of Authority must be attached to application)

STREET ADDRESS: _____ CITY: _____

STATE:_____ ZIP+ 4:_____ + _____ TELEPHONE: ( ) _____FAX: ( ) _____

EMAIL: _____ OTHER: _____

PRINCIPALS:_____

REFERENCES:

BANK NAME: _____ ACCOUNT NUMBER: _____

ADDRESS: _____

TELEPHONE :( )_____ CONTACT: _____

LANDLORD/MORTGAGOR:

ADDRESS: _____

TELEPHONE :( )_____ CONTACT: _____

(For Internal Use Only)

Account Number: _____ National Account: ( ) YES ( ) NO

FORMER ACCOUNT@ LOCATION: A/C#_____ NAME:_____

****SALES REPRESENTATIVE NAME MUST BE WRITTEN BELOW****

DIVISION:_____ SALESREP NUMBER:_____ SALESREP NAME: _____

DIVISION:_____ SALESREP NUMBER:_____ SALESREP NAME: _____

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ST-120 (6/99) (back)

Instructions for Use of Resale Certificates

Form ST-120, *Resale Certificate,* is a sales tax exemption certificate. This certificate is only for use by a purchaser who:

A - is registered as a New York State sales tax vendor and has a valid Certificate of Authority issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, **or**

B - is not required to be registered with the New York State Tax Department;
- is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
- is purchasing items for resale that will be either:
  1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
  2) Delivered to the purchaser in **New** York State, but resold from a business located outside the state.

Note; For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle **or** by common carrier, regardless of who arranges for the transportation.

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property In the State, the purchaser is required to be registered in New York State. If you need help determining il you are required to register because you engage in some other activity in the State, contact the Department (see the **Need Help** section). However, a purchaser who is not otherwise required to be registered in New York may purchase fulfillment services from an unaffiliated New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered in New York State.

If you meet the registration requirements and engage in business activities in New York State without possessing a valid Certificate of Authority, you will be subject to penalty of up to $500 for the first day on which you make a sale or purchase, and up to $200 for each additional day, up to a maximum of $10,000.

Limitations on use

Contractors cannot use this certificate. They must either:
- issue Form ST-120.1, *Contractors Exempt Purchase Certificate,* if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit,* or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service In conjunction with the performance of the service. For additional information, see Publication 062, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property.*

To the Purchaser

Enter all the information requested on the front of this form.

You may check the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not check the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate.*

Temporary vendors may not Issue a blanket certificate, A temporary vendor is a vendor (other than a show or entertainment vendor), who, In no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel

If you intentionally issue a fraudulent exemption certificate, you will become liable for penalties and interest, in addition to the sales tax initially due. Some penalties that may apply:
- 100% of the tax due
- $50 for each fraudulent exemption certificate issued
- a misdemeanor penalty consisting of fines not to exceed $10,000 for an Individual or $20,000 for a corporation
- loss of your Certificate of Authority

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:
- accepted In good faith,
- in the vendor's possession within 90 days of the transaction, and
- properly completed (all required entries were made).

A certificate is accepted in good faith when **a** seller has no knowledge that the exemption certificate is false or is fraudulently **given, and reasonable** ordinary due care **is** exercised in the acceptance **of** the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required An exemption certificate received on time that Is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an Invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

Invalid exemption certificates - Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not **required** to **be** collected **is** upon **the** seller.

Retention of exemption certificates - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later

Need Help?

Tax information: 1 800 972-1233

Forms and publications: 1 800 462-8100
From outside the U.S. and outside Canada: (518) 485-6800
Fax-on-demand forms: 1 800 748-3676
Internet access: http://www.tax.state.nyus
Hearing and speech impaired: 1 800 634-2110

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New York State Department of Taxation and Finance

ST-120 (6/99)

Resale Certificate

□ Single-use Certificate □ Blanket Certificate □ Date issued_____

Temporary vendors must issue a single-use certificate.

Seller information - please type or print

Seller's name: _____

Address: _____

City _____ State_____ ZIP Code _____

Purchaser information - ***please type or print***

I am engaged in the business of _____and principally sell_____

(Contractors may not use this certificate lo purchase materials and supplies.)

Part 1 - To be completed by registered New York State sales tax vendors I certify that I am:

□ a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid Certificate of Authority Number Is_____

□ a New York State temporary vendor. My valid Certificate of Authority Number is _____and expires on _____

I am purchasing:

A □ Tangible personal property (other than motor fuel or diesel motor fuel)

- for resale in its present form or for resale as a physical component part of tangible personal property;
- for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service, or

B □ A service for resale, including the servicing of tangible personal property held for sale.

Part 2 - To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) In the following state/jurisdiction and have been issued the following registration number._____ (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write ***not applicable*** on the line requesting the registration number.)

I am purchasing:

C □ Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.

D □ Tangible personal property for resale that will be resold from a business located outside New York State.

Part 3 – Certification

I, the purchaser, understand that:

- I may not use this certificate to purchase items or services that are not for resale.
- If I purchase tangible personal property or services for resale, but I use or consume the tangible personal property or services myself in New York State, I must report and pay the unpaid tax directly to New York State.
- I will incur tax liabilities, in addition to penalty and interest, for any misuse of this certificate

Purchaser's name as it appears on the sales tax registration	Name of owner, partner, or officer of corporation, authorizing the purchase
Street address	Purchaser's signature
City State ZIP code	Title

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ALSO OWNS FORM

LICENSE NAME: _____

I, _____ do hereby solemnly swear (or affirm) that I am the _____ (Officer, Owner, President, Etc.)

Located at _____ in the city of _____ New York.

I further declare that I am also an owner/officer of the following other establishments which hold valid New York State on-premise liquor licenses:

	LICENSEE NAME	ADDRESS	CUSTOMER NUMBER
1.			
2.			
3.			
4.			
5.			

In witness hereof I hereby set my hand this _____ day of _____ 20_____

Signed: _____
(Officer, Owner, President, Etc.)

State of New York County of _____
On this day of 20 before me personally appeared
to me known and known to me to be the individual described in and who executed the within instrument and be duly acknowledged to me that be executed the same.

_____
Notary Public

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EMPIRE PAYMENT AND NOTIFICATION SERVICES ACCOUNT REGISTRATION FORM – AMENDMENT TO ADD "PAY BY PHONE" SERVICE

{Please print clearly}

Company Information

Corporation Name:_____ **Empire Customer #**:_____
(Print Corporation Name Here – Listed on License)

Principal(s) Name: _____ **Principal(s) Contact Phone #**
(Must be listed on License as Principal) _____

Licensee Address: _____
(Include full address)

License #: _____

Email Address: _____ **(please print clearly)**
(Only list one email address per account. This email address must be associated with the Licensee. You may not provide the email address of an Empire employee or solicitor.)
Note – this email address will receive notifications when the account is setup and when bills are paid as well as any other program related information. This email address will be used as your initial log in; Additional users can be authorized once the account is registered. If you do not have an email address, your Customer # will be used to identify your account.

The minimum system requirements needed to access Empire Online is Internet Explorer 7.0 and above, Firefox 3.6 and above, Chrome 4.0 and above or Safari 4.0 and above.

Please initial the box(es) that corresponds to any service the Empire Customer identified above would like to receive:

Initials	Service
	Empire Online – View Only View order, invoice and payment information over the Internet
	Empire Online Bill Pay Instruct Empire to pay an invoice by electronically debiting your account ON LINE **Existing Empire Online Bill Pay Customer?** YES_____ NO_____ (check one)
	Pay by Phone (New service effective September2015) **Instruct Empire Merchants, LLC Customer Service Department to debit my account in accordance with my specific invoice and payment instructions. Access to Empire online system will not be provided.** Each Licensee must provide the name and contact information of an administrator for your account to enroll in the Pay by Phone service. A PIN code must also be created and will be required when making the transaction. **Empire Merchants Customer Service Dept. will contact the Principal by phone upon receipt of the completed form to set up a 4 digit PIN CODE. Please note, only the Principal can setup or reset the PIN code for the account.**

	Empire Default Notification Email Service Receive emails from Empire with important information about your account (e.g., when your account is past due)
	Empire Promotional Email Service Receive emails from Empire with special offers and programs from Empire and suppliers

By initialing above and signing below, (1) I request that Empire Merchants, LLC provide me with the additional service(s) I specify, (2) I agree that I have read the terms and conditions attached hereto which apply to the service(s) and (3) I agree to be bound by the applicable terms and conditions.

_____ _____

Principal's Signature Date

_____

Principal's Name (PRINT CLEARLY)

PLEASE FAX ALL FORMS TO 718-349-5310 or EMAIL US AT EMPIREONLINE@EMPIREMERCHANTS.COM
Electronic images(photos) of the signed enrollment forms will not be accepted.

FOR INTERNAL USE ONLY

Customer Service Approval Name :_____ Date: _____

Manager Approval: Name: _____Date: _____

Entered By: Name: _____Date: _____

BILL PAY SETUP FORM

(Note – if you have already provided this information, you do NOT need to re-submit if you are adding the "Pay by Phone" service)

Bank Information #1 (*This bank account must be associated with the License in order to process the payment; This information is only required if you are enrolling in Online Bill Pay and/or Pay by Phone services)*

Bank Name/Branch: _____

Bank Address: _____

Bank Telephone #: _____

Checking Account #: _____ **Routing / ABA Number**: _____
(Routing/ABA Numbers are located in the bottom left of check)

PLEASE ATTACH A VOIDED CORPORATE CHECK FOR VERIFICATION OF BANK DATA. STARTER CHECKS ARE NOT ACCEPTED

Bank Information #2 (*If Applicable; This bank account must be associated with the License in order to process the payments; This information is only required if you are enrolling in Online Bill Pay and/or Pay by Phone services)*

Bank Name/Branch: _____

Bank Address: _____

Bank Telephone #: _____

Checking Account #: _____ **Routing / ABA Number**: _____
(Routing/ABA Numbers are located in the bottom left of check)

PLEASE ATTACH A VOIDED CORPORATE CHECK FOR VERIFICATION OF BANK DATA. STARTER CHECKS ARE NOT ACCEPTED

TERMS AND CONDITIONS

Empire Merchants, LLC ("Empire") has established certain on-line and payment programs, including Empire Online-View Only, Empire Online Bill Pay, Empire Default Notification Email Service and Empire Promotional Email Service and Pay by Phone (the "Programs.") By initialing next to the box for any Program and signing the Empire Payment and Notification Services Account Registration Form (the "Registration"), I agree to be bound by these Terms and Conditions which govern the Programs. I represent that I am listed with the New York State Liquor Authority as a principal or officer of the holder of the license associated with the Account. As used in these terms and conditions the terms "I" and "me" apply to me individually and the Licensee. By enrolling in one or more of the Programs, I acknowledge that all emails will be sent to the email address of the account administrator or their designees. The account administrator and/or designees must be associated with the licensee. Associates from Empire Merchants, LLC cannot be designated as the Account Administrator or receive email notifications on behalf of the account.

I understand and agree that I am responsible for keeping the user names, passwords, PIN codes and any other credentials Empire may require to access the Programs (the "Logon Credentials") confidential. I further agree that the Logon Credentials and security procedures in place for the Programs are commercially reasonable. If at any point I do not agree that the Logon Credentials and security procedures associated with the Programs are commercially reasonable, I will discontinue using the Programs. I understand that any instructions Empire receives from an individual that supplies my Logon Credentials will be deemed to have been expressly authorized by me. I agree to notify Empire at once if I believe that my Logon Credentials have been lost or stolen.

I agree that Empire has the right to terminate at any time any of its Programs or to change its Program rules or its conditions of use or to refuse to allow me access to any such Program. I may terminate my Registration to any of the Programs at any time by contacting Empire at 1-800-441-5614. I understand and agree that neither Empire, nor any of its officers, directors, agents, successors or assigns (collectively "Empire & Associates") will be liable to me or to the licensee as a result of service interruptions. Although Empire uses commercially reasonable efforts to provide correct information, Empire & Associates will not be responsible or liable for errors or mistakes in the Programs or the information provided through the Programs. In no event shall Empire & Associates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of my use of or inability to use all or any of the Programs. I agree that any electronic or facsimile signatures may be accepted by Empire, any depository listed on the Empire Payment and Notification Services Account Registration Form and any other interested party as though it were an original signature. In no event will Empire & Associates be liable for special, consequential or punitive damages. I agree that Empire may amend this agreement from time to time by posting notice of the amendment on Empire's website or by emailing notice of the amendment to the email address of the account administrator listed on the Registration or their designee.

I understand and acknowledge that information I receive through the Programs may not reflect payments and invoices that are still being processed.

I acknowledge that all Program emails will be sent to the email address of the account administrator listed on the Registration or their designee. If any of the information on the Empire Payment and Notification Services Account Registration Form changes, it is my responsibility to contact the Empire Merchants Credit Department in writing at 16 Bridgewater Street, Brooklyn, New York, 11222 to update the information. I understand that I must give advance notice to Empire Merchants, LLC to allow reasonable time for initial setup and changes of information to take effect.

For information about how Empire uses the emails it collects in connection with the Programs, please see Empire's Email Privacy Policy, which is available at www.empiremerchants.com.

Empire Bill Pay

If I request the Empire Online Bill Pay or Pay by Phone service, I represent to Empire & Associates that (1) I have signatory authority for the account(s) listed on the attached form (the "Account") held at the financial institution(s) specified on the form (the "Depository") and (2) I have the legal right to authorize electronic fund transfers ("EFTs") from the Account. If any of the above information changes (including, e.g. Account or Depository information), it is my responsibility to contact the Empire Merchants Credit Department in writing at 16 Bridgewater Street, Brooklyn, New York, 11222 to update the account data. I understand that I must give advance notice to Empire to allow reasonable time for initial setup of the Account, Account changes and Account closure. I represent and warrant that the Account is a business account that is not used for personal, household or family purposes. ***I hereby authorize Empire to initiate EFTs from the Account that I or my designee specify through Empire Online on the dates and in the amounts that I or my designee specify through Empire Online in order to pay invoices or make other payments submitted by Empire Merchants, LLC through Empire Online. If I have elected Pay by Phone I hereby authorize Empire to initiate EFTs from the Account that I or my designee specify on the date I give the phone instructions and in the amounts that I or my designee specify over the phone. I understand that the phone conversation will be recorded. Neither the Online Bill Pay, nor the Pay by Phone Authorization permit Empire to debit my Account in the absence of a request from me or my designee to make a payment.*** I agree that any EFT confirmed through Empire Online and Empire Pay by Phone after compliance with Empire's security procedures will be deemed authorized by me. I understand that Empire may reinitiate any EFT that is returned unpaid as permitted by network rules. I agree to be bound by the NACHA Operating Rules or the rules of another network that Empire, in its sole discretion, relies upon to initiate an EFT to the Account. I authorize the Depository to pay the EFTs I or my designee may specify through Empire Online or Empire Pay by Phone and that Empire initiates. I represent that, in the event the Account is not titled in my name, I am permitted to authorize EFTs from the Account. I will indemnify and hold harmless Empire and the Depository as well as their respective officers, directors, shareholders, members, employees, agents and assigns against any liability resulting from my failure to have the right to grant the powers herein given, including reasonable attorneys' fees and expenses. This authorization will remain in force until cancelled by Empire or by me or another person with signatory authority over the Account. Such notice of cancellation when coming from me shall be in writing and delivered to Empire by certified mail at 16 Bridgewater Street, Brooklyn, New York, 11222 (Attention Credit Department) or by facsimile transmission with proof of delivery to Empire Merchants at 718-389-7175 (or such other number or mailing address as Empire may designate for such purpose on its website). Empire reserves the right to terminate my ability to arrange for EFTs through Empire Online or Pay by Phone at any time or to refuse to process any EFT. If a payment is made in error from the Account as a result of an action taken by Empire, I authorize Empire to initiate an EFT to correct the error. I further understand that Empire will not be responsible for any fees or costs that I may incur in connection with any online payment or Payment by Phone as set forth herein, including but not limited to, any fees or costs associated with erroneous payments, their reversal or returned payments. Further, I agree that Empire & Associates will not be responsible for any damages I or the licensee may suffer in the event that there is delay or failure to make a payment, including but not limited to damage resulting from the licensee being placed on the New York State Liquor Authority's default list. I further agree that the security procedures in place for Empire Online are commercially reasonable. If at any point I do not agree that the security procedures associated with the website are commercially reasonable, I will discontinue confirming EFTs through Empire Online or Pay by Phone.

Empire Default Notification Email Service

If I request the Empire Default Notification Email Service, I agree that Empire & Associates will not be liable for damages resulting from errors made in any such service or failure of any notice or email to reach me. I agree, on my behalf and on behalf of the licensee, Empire & Associates will not be responsible for any damages I or the licensee may suffer in the event that there is delay or failure to make a payment, including, but not limited to damages resulting from the licensee being placed on the New York State Liquor Authority's default list.

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Please return this completed form to your Sales Rep or fax it directly to Empire Merchants at 718-349-5310. (Please ensure that the copy of the voided check is also faxed)

Once your information is processed, you should receive a confirmation email from Credit_team@Empiremerchants.com within 10 business days. You will be able to complete the enrollment process after this email is received and set up additional users at your account. If you have any questions, please review the FAQs or call Customer Service at 1-800-441-5614.

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INSTRUCTIONS FOR COMPLETION OF A PERSONAL GUARANTEE

1. PRINT NAME OF **EXACT LEGAL ENTITY NAME OF LICENSED CORPORATION** on first blank line where indicated. This can be found on the NYS Department of State website at http://www.dos.ny.gov/corps/busentitysearch.html

2. PRINT ADDRESS OF LICENSED CORPORATION: on second & third blank lines where indicated.

3. PRINT NAME OF PRINCIPAL(S): on lines where indicated. **ONLY THE PRINCIPAL(S) ON THE LICENSE CAN SIGN THE PG.** If there are more than two Principals, please make as many copies of the form as needed to include all Principals who are willing to sign the PG.

4. COMPLETE PRINCIPAL(S) INFORMATION: on following three lines. Required information is social security number & current residence address.

5. PRINT NAME OF LICENSEE: Print the of the **EXACT LEGAL ENTITY NAME.**

6. SIGNATURE OF PRINCIPAL(S): All Principals of the entity who completed steps 3 and 4 as noted above should sign on these lines. (Do Not Include any Corporate Titles.)

7. ALL PRINCIPALS MUST SIGN THE PG DOCUMENT IN THE PRESENCE OF, AND HAVE THEIR SIGNATURES WITNESSED BY, A NEW YORK NOTARY PUBLIC. THE NOTARY PUBLIC MUST COMPLETE THE SECTION AS REQUIRED BY THEIR OATH OF OFFICE. **DOCUMENTS LACKING THE APPROPRIATE AND ACCURATE NOTARIZATION WILL BE RETURNED AS UNACCEPTABLE, AND WILL DELAY PROCESSING YOUR REQUEST FOR CREDIT EXTENSION.**

8. NOTARIZED PERSONAL GUARANTEE FORM: **ORIGINAL FORM MUST BE DELIVERED TO EMPIRE MERCHANTS CREDIT DEPT:**

   Empire Merchants Credit Department
   16 Bridgewater Street Brooklyn, NY 11222

PAYMENT AGREEMENT & PERSONAL GUARANTEE

I am (We are) the principal shareholder(s), member(s), partner(s), or officer(s) of a business licensed to sell alcoholic beverages at retail (hereinafter "Licensee") that wishes to induce EMPIRE MERCHANTS, LLC. (hereinafter "Empire"), to extend credit terms to the licensee. Empire hereinafter referred to as "Distributor".

I (we) hereby, jointly and severally, unconditionally guarantee the payment of all sums that become due to Empire by the Licensee. This Payment Agreement and Personal Guaranty shall be governed by the Laws of the State of New York. It shall remain effective despite any renewal, modification, or waiver by the Licensee or any of the other guarantors of any of its obligations hereunder. No modification, renewal, or waiver shall operate to defeat the guaranty. The guarantee shall continue in force and effect despite any extension of time or terms by Distributor. Distributor may collect against the Guarantor without first seeking to collect from the Licensee. Any change to said guaranty, in order to be effective, must be in writing and signed by the party to be charged. If (we) should sell my (our) interest, resign my (our) office or otherwise cease to be associated with the Licensee, I (we) shall remain liable and continue to guarantee the debts of the Licensee until five days after I (we) deliver written notice by certified mail or overnight carrier to the Distributor stating that I (we) have severed my relationship with the Licensee and no longer wish to guaranty its debts. However, even after the date that is five days after I (we) deliver such written notice by certified mail or overnight carrier to the Distributor, I (we) shall continue to guaranty the Licensee's debts arising prior to such date and further I (we) shall remain liable to the Distributor hereunder if at any time payment, or any part thereof, of any amount paid by the Licensee to the Distributor is rescinded or must otherwise be restored by the Distributor upon the bankruptcy or reorganization or any analogous proceeding in any jurisdiction) of the Licensee or otherwise.

SAMPLE

In my (our) individual capacity and on behalf of the Licensee I (we) agree that in the event any debt owed by me (us) or the Licensee to Distributor is referred to a collection agency or an attorney for recovery, I (we) will also be liable for collection costs and reasonable attorney's fees. I (we) agree that attorney's fees shall be not less than the greater of twenty percent (20%) of the balance due at the time Distributor refers the matter for collection, or five hundred dollars ($500.00). In my (our) individual capacity and on behalf of the Licensee, I (we) agree to pay Distributor interest on any unpaid amount at the rate of one percent (1%) per month until paid in full.

I (we) in my (our) individual capacity and on behalf of the Licensee agree that the venue for any action will be New York County, Kings County, Nassau County, or any other jurisdiction in the State of New York that Distributor may select. I (we) on my (our) own behalf and on behalf of the Licensee consent to the jurisdiction of such court. I (we) on my (our) own behalf and on behalf of the Licensee agree that service of any Summons or Complaint in any litigation may be delivered by certified mail return receipt requested or by a recognized overnight carrier (such as Federal Express) addressed to the licensed premises or to my (our) last known address and that such delivery will be good and sufficient service upon me (us) and/or the Licensee. I (we) are providing Distributor with our home addresses in this agreement. I (we) agree to notify Distributor of any change of address. If (we) do not inform Distributor of any change of address in writing, delivery to the licensed premises or my (our) last known address shall be sufficient.

The undersigned understand(s) and acknowledge(s) that Distributor may, from time to time, request and obtain a consumer credit report upon me (us) to determine my (our liabilities to honor this guaranty. The undersigned understand(s) and acknowledge(s) that Distributor may, from time to time obtain a business/commercial credit report, or independently develop information in order to assist in the determination of general credit worthiness of the Licensee. In the event such reports are ordered, the undersigned has the right to file a written request with Distributor for name, address, and instructions to obtain copy of same from the reporting company.

Nothing herein contained shall require Distributor to extend credit terms to me(us) or the licensee. This guaranty runs to Distributor as well as its successors and assigns. By signing this Document, I (we) bind Licensee, its successors and assigns as well as my (our) estate, successors and assigns.

By signing this document, I (we) warrant that I (we) have authority to bind the Licensee to its terms and acknowledge that I am(we are) binding both the Licensee and myself (ourselves) as guarantor.

The following information about the Licensee and the undersigned is provided to Distributor as part of this agreement:

PRINT NAME OF LICENSEE/CORPORATION: LEGAL ENTITY NAME (CORPORATION)

ADDRESS OF LICENSEE: BUSINESS ADDRESS

CITY: NEW YORK STATE: NY ZIP CODE: 11111

PRINCIPAL'S NAME
PRINT NAME OF SHAREHOLDER, MEMBER, PARTNER or OFFICER as appropriate.

111 - 11 - 1111
Social Security No.

PRINCIPAL'S HOME ADDRESS
RESIDENCE STREET ADDRESS

NEW YORK , NY 11111
CITY STATE ZIP

_____
PRINT NAME OF SHAREHOLDER, MEMBER, PARTNER or OFFICER as appropriate.

_____ - _____ - _____
Social Security No

_____
RESIDENCE STREET ADDRESS

_____
CITY STATE ZIP

THE UNDERSIGNED HEREBY AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT EACH OF THE UNDERSIGNED ACKNOWLEDGES HE OR SHE IS GUARANTYING THE DEBTS OF THE LICENSEE AND BINDING HIMSELF OR HERSELF AS WELL AS THE LICENSEE.

LEGAL ENTITY NAME (CORP.)
PRINT NAME OF LICENSEE

PRINCIPAL'S NAME (PRINT)
Print name of person(s) signing

X PRINCIPAL'S SIGNATURE
SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

_____
SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

STATE OF NEW YORK)
), SS:
COUNTY OF _____

On the X day of MONTH in the year 20XX before me, the undersigned, a Notary Public in and for said State, personally appeared PRINCIPAL'S NAME THAT APPEARED IN FRONT OF NOTARY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his (her) capacity, and that by his (her) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC: _____ SEAL:

* NEW YORK NOTARY ONLY

PAYMENT AGREEMENT & PERSONAL GUARANTEE

I am (We are) the principal shareholder(s), member(s), partner(s), or officer(s) of a business licensed to sell alcoholic beverages at retail (hereinafter "Licensee") that wishes to induce EMPIRE MERCHANTS, LLC. (hereinafter "Empire"), to extend credit terms to the licensee. Empire hereinafter referred to as "Distributor".

I (we) hereby, jointly and severally, unconditionally guarantee the payment of all sums that become due to Empire by the Licensee. This Payment Agreement and Personal Guaranty shall be governed by the Laws of the State of New York. It shall remain effective despite any renewal, modification, or waiver by the Licensee or any of the other guarantors of any of its obligations hereunder. No modification, renewal, or waiver shall operate to defeat the guaranty. The guarantee shall continue in force and effect despite any extension of time or terms by Distributor. Distributor may collect against the Guarantor without first seeking to collect from the Licensee. Any change to said guaranty, in order to be effective, must be in writing and signed by the party to be charged. If (we) should sell my (our) interest, resign my (our) office or otherwise cease to be associated with the Licensee, I (we) shall remain liable and continue to guarantee the debts of the Licensee until five days after I (we) deliver written notice by certified mail or overnight carrier to the Distributor stating that I (we) have severed my relationship with the Licensee and no longer wish to guaranty its debts. However, even after the date that is five days after I (we) deliver such written notice by certified mail or oversight carrier to the Distributor, I (we) shall continue to guaranty the Licensee's debts arising prior to such date and further I (we) shall remain liable to the Distributor hereunder if at any time payment, or any part thereof, of any amount paid by the Licensee to the Distributor is rescinded or must otherwise be restored by the Distributor upon the bankruptcy or reorganization (or any analogous proceeding in any jurisdiction) of the Licensee or otherwise.

In my (our) individual capacity and on behalf of the Licensee I (we) agree that in the event any debt owed by me (us) or the Licensee to Distributor is referred to a collection agency or an attorney for recovery, I (we) will also be liable for collection costs and reasonable attorney's fees. I (we) agree that attorney's fees shall be not less than the greater of twenty percent (20%) of the balance due at the time Distributor refers the matter for collection, or five hundred dollars ($500.00). In my (our) individual capacity and on behalf of the Licensee, I (we) agree to pay Distributor interest on any unpaid amount at the rate of one percent (1%) per month until paid in full.

I (we) in my (our) individual capacity and on behalf of the Licensee agree that the venue for any action will be New York County, Kings County, Nassau County, or any other jurisdiction in the State of New York that Distributor may select. I (we) on my (our) own behalf and on behalf of the Licensee consent to the jurisdiction of such court. I (we) on my (our) own behalf and on behalf of the Licensee agree that service of any Summons or Complaint in any litigation may be delivered by certified mail return receipt requested or by a recognized overnight carrier (such as Federal Express) addressed to the licensed premises or to my (our) last known address and that such delivery will be good and sufficient service upon me (us) and/or the Licensee. I (we) are providing Distributor with our home addresses in this agreement. I (we) agree to notify Distributor of any change of address. If (we) do not inform Distributor of any change of address in writing, delivery to the licensed premises or my (our) last known address shall be sufficient.

The undersigned understand(s) and acknowledge(s) that Distributor may, from time to time, request and obtain a consumer credit report upon me (us) to determine my (our liabilities to honor this guaranty. The undersigned understand(s) and acknowledge(s) that Distributor may, from time to time obtain a business/commercial credit report, or independently develop information in order to assist in the determination of general credit worthiness of the Licensee. In the event such reports are ordered, the undersigned has the right to file a written request with Distributor for name, address, and instructions to obtain copy of same from the reporting company.

Nothing herein contained shall require Distributor to extend credit terms to me(us) or the licensee. This guaranty runs to Distributor as well as its successors and assigns. By signing this Document, I (we) bind Licensee, its successors and assigns as well as my (our) estate, successors and assigns.

By signing this document, I (we) warrant that I (we) have authority to bind the Licensee to its terms and acknowledge that I am(we are) binding both the Licensee and myself (ourselves) as guarantor.

The following information about the Licensee and the undersigned is provided to Distributor as part of this agreement:

PRINT NAME OF LICENSEE/CORPORATION: _____

ADDRESS OF LICENSEE: _____

CITY: _____ STATE: ZIP CODE: _____

_____
PRINT NAME OF SHAREHOLDER, MEMBER, PARTNER or OFFICER as appropriate.

_____ - _____ - _____
Social Security No.

_____
RESIDENCE STREET ADDRESS

_____
CITY STATE ZIP

_____
PRINT NAME OF SHAREHOLDER, MEMBER, PARTNER or OFFICER as appropriate.

_____ - _____ - _____
Social Security No

_____
RESIDENCE STREET ADDRESS

_____
CITY STATE ZIP

THE UNDERSIGNED HEREBY AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT EACH OF THE UNDERSIGNED ACKNOWLEDGES HE OR SHE IS GUARANTYING THE DEBTS OF THE LICENSEE AND BINDING HIMSELF OR HERSELF AS WELL AS THE LICENSEE.

_____
PRINT NAME OF LICENSEE

_____
Print name of person(s) signing

_____
SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

_____
SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

STATE OF NEW YORK)
), SS:
COUNTY OF _____

On the _____ day of _____ in the year before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his (her) capacity, and that by his (her) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC: _____ SEAL: