



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 guaranty 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.

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.

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

Social Security No.

Social Security No.

RESIDENCE STREET ADDRESS

RESIDENCE STREET ADDRESS

CITY STATE ZIP

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.

PRINTNAME OF LICENSEE

SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

Print name of person(s) signing
STATE OF NEW YORK)
) SS:
COUNTY OF _____

SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

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:

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 guaranty 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.

In my (our) individual capacity and on behalf of the Licensee I (we) agree that if the amount my 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: WINE AND LIQUOR LLC

ADDRESS OF LICENSEE: 123 MAIN STREET

CITY: NEW YORK STATE: NY ZIP CODE: 10001

JAMES SMITH

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

111 - 22 - 3333

Social Security No.

8 LAKE STREET

RESIDENCE STREET ADDRESS

BROOKLYN NY 11222

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.

WINE AND LIQUOR INC

PRINTNAME OF LICENSEE

JAMES SMITH

Print name of person(s) signing

STATE OF NEW YORK)

COUNTY OF KINGS), SS:

On the 1 day of MAY in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES SMITH, 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.

SIGN HERE

SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR

THIS PG MUST BE NOTARIZED IN NEW YORK

NOTARY PUBLIC: _____ SEAL: