CUSTOMER CREDIT APPLICATION PACKET

Thank you for your interest in purchasing product from Breakthru Beverage Group, LLC ("Breakthru Beverage" also referred to as "Breakthru", "we", "us" or "our"). As used herein:

"**Breakthru Beverage**" means Breakthru Beverage Group, LLC and its Affiliates.
"**Affiliates**" means Alliance Beverage Distributing Company, LLC D/B/A Breakthru Beverage Arizona, Associated Distributors, LLC D/B/A Breakthru Beverage Virginia, Beverage Distributors Company, LLC D/B/A Breakthru Beverage Colorado, Breakthru Beverage California, LLC, Breakthru Beverage Illinois, Breakthru Beverage Minnesota Beer, LLC, Breakthru Beverage Minnesota Wine & Spirits, LLC, Breakthru Beverage Missouri, Breakthru Beverage Nevada Beer, LLC, Breakthru Beverage Nevada Reno, LLC, Breakthru Beverage Nevada, LLC, Breakthru Beverage Wisconsin Metro-Milwaukee, LLC, Breakthru Beverage Wisconsin On-Premise, LLC, Capital Wine And Spirits Company, LLC D/B/A Breakthru Beverage Pennsylvania, Premier Beverage Company, LLC D/B/A Breakthru Beverage Florida, Reliable Churchill, LLLP D/B/A Breakthru Beverage Maryland, Reliable Churchill, LLLP D/B/A Breakthru Beverage Washington, D.C., The Ben Arnold-Sunbelt Beverage Company Of Sc, L.P. D/B/A Breakthru Beverage South Carolina and United Distributors Of Delaware, LLC D/B/A Breakthru Beverage Delaware.

Prior to granting credit, Breakthru Beverage will evaluate your business's creditworthiness and, as a condition to issuing credit, asks your business to complete and return the attached documents. Until Breakthru Beverage can make a credit determination, all purchases will be on a Payment-on-Delivery basis.

If you have any questions specific to New Account Setup, please contact CustData_East@breakthrubev.com
If you have any questions specific to Credit, please contact BBGCreditInquiries@breakthrubev.com

APPLICATION PACKET CHECKLIST: complete and return all the following items to Breakthru Beverage, including the checklist below:

☐ **Fully completed and signed Customer Business Credit Application**

☐ **Delivery Information Form** (included in the Customer Business Credit Application)

☐ **Acknowledgment and Acceptance of Terms and Conditions of Sale** (included in the Customer Business Credit Application).
Visit: https://www.breakthrubev.com/Terms-and-Conditions#TermsAndConditions to carefully review Breakthru Beverage's Terms and Conditions of Sale. This Acknowledgement confirms that you have read, understood, and agree to be bound to our Terms and Conditions of Sale, which govern all purchases from us and incorporate by reference our Terms of Use and Privacy Notice and Cookie Policy, collectively referred to as our "Terms and Conditions". To review our Terms and Conditions, visit: https://www.breakthrubev.com/Terms-and-Conditions. A PDF copy of our Terms and Conditions can be provided via email upon request.

☐ **Credit Policy**
Subject to satisfactory credit, Breakthru Beverage's Payment Terms (as defined in its Terms and Conditions of Sale) are governed by the laws of the state where the product is or will be delivered. Invoices not paid per the Payment Terms will accrue interest until paid. If payment is not made accordingly, Breakthru Beverage will only sell on a cash-on-delivery basis until the full balance, including interest, is paid. Note: physical cash is not accepted—only cash equivalents. If a payment is dishonored, Breakthru Beverage may require payment by cashier's check, certified check, or money order.

Breakthru Offers these Convenient Payment Options:
Pay Now - Free for all customers. Ability to view and select specific invoices to pay, schedule payments or select for auto payments. To register, visit: https://now.breakthrubev.com/ and click to Join Breakthru Now. Fill in all required fields and click Submit.

☐ **Executed Guaranty**

☐ **Copy of an acceptable form of photo identification for each guarantor**
Acceptable forms of photo identification include and are limited to the following:an unexpired U.S.state issued driver's license, a U.S. passport, or a U.S. state-issued ID card.

☐ **Copy of your state Alcoholic Beverage License** (include local Alcohol Beverage Licenses if applicable)

☐ **Resale tax certificate form**

BREAKTHRU BEVERAGE GROUP

CUSTOMER BUSINESS CREDIT APPLICATION AND DELIVERY INFORMATION FORM

Customer Name/Address

Licensed as:			Federal Tax I.D. Number (FEIN or S.S. #):
Phone:	Fax:	Email:	State Alcohol Beverage License Number:
Delivery Address:			Sales Tax Exempt or ST3 Number:
City:	State:	Zip:	Buyers Card Number:
Corporate/DBA Name:			Beverage Tax Number:
Accounts Payable Contact Name:	Phone:	Fax:	Contact Email:
Mailing Address:			Statement Email:
City:	State:	Zip:	Website:

Customer Company Information

Type of Business (select one): Restaurant ☐ Tavern ☐ Country Club ☐ Casino/Resort/Hotel ☐ Airline/Military ☐ Convenience Store ☐ Liquor Store ☐ Grocery Store ☐			In Business Since:
Legal Form Under Which Business Operates: Corporation ☐ General Partnership ☐ Sole Proprietorship ☐ Limited Partnership ☐ Limited Liability Company ☐			
Other locations doing business with Breakthru Beverage:			
Business Name:			Breakthru Beverage Customer #
Address:	City, State:	Zip:	Phone:

Bank References (minimum of 1 required)

Institution Name:		Institution Name:	
Bank Officer Contact Name:		Bank Officer Contact Name:	
Routing #:	Account #:	Routing #:	Account #:
Address:		Address:	
Phone:		Phone:	

Trade References (minimum of 2 required)

Company Name:	Company Name:
Account #:	Account #:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:

Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:
Current Balance:	Current Balance:

Owners, Officers and Guarantors (Attach separate sheet if necessary)

Full Name:	%Owned:
Owner Since:	Title:
Secondary Address:	Email Address:
Social Security No.:	Home Phone:
Date of Birth:	Cell Phone:
Full Name:	%Owned:
Owner Since:	Title:
Secondary Address:	Email Address:
Social Security No.:	Home Phone:
Date of Birth:	Cell Phone:

Property Building Information

Own □ Rent □	Rent Amount:		Seating Capacity:
Landlord Contact Name:		Phone:	Email:

By submitting this Application, Customer consents and authorizes Breakthru Beverage and their agents (together, "Breakthru Beverage") to obtain commercial and consumer credit reports and make other credit inquiries that they determine necessary. Customer warrants that the information on or accompanying this Application is true and complete, and Customer agrees to notify Breakthru Beverage of any material change in any such information. Customer authorizes Breakthru Beverage, and any credit bureau or investigative agency engaged by Breakthru Beverage to investigate the references, statements and other data on or accompanying this Application, and Customer authorizes anybody contacted to release credit and financial information requested as part of said investigation. Customer confirms this Application is submitted in connection with financing solely for business and commercial purposes and not for personal, family or household purposes. This Application is not a commitment or obligation of Breakthru Beverage to extend credit. If, at any time or from time to time in the future, Customer requests additional financing from Breakthru Beverage and Customer does not submit a new Credit Application, Customer agrees this Application shall, in its entirety, apply to such request, and all notices, disclosures, consents and waivers shall be deemed to have been repeated at the time of each such request.

If Customer's application for business credit is denied, Customer has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Credit Department listed on your invoices within 60 days from the date you are notified of our decision. We will send Customer a written statement of reasons for the denial within 30 days of receiving your request for the statement. As a courtesy, contact information for each of our markets is included with this Packet.

Company authorizes Breakthru Beverage to release and report trade data (including account and credit reference information) to credit reporting agencies. Breakthru may tell a credit reporting agency if Customer fails to comply with any term of credit. This may have a negative impact on Company's credit. If Company believes information Breakthru Beverage gives to a credit reporting agency is incorrect, write to the Credit Department, and inform us of the specific information you believe is incorrect. As a courtesy, contact information for each of our markets is included with this Packet.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the application has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the

Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Opportunity Credit, Washington D.C. 20580.

Business Name: ______________________________

Signature: ______________________________

Printed Name: ______________________________

Date: ______________________________

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS AND CONDITIONS OF SALE

Visit: https://www.breakthrubev.com/Terms-and-Conditions#TermsAndConditions to carefully review Breakthru Beverage's Terms and Conditions of Sale. By signing below, I acknowledge that I have read, understood, and agree to be bound to these Terms and Conditions of Sale, which govern all purchases from Breakthru Beverage. I further understand that Breakthru Beverage's Terms and Conditions of Sale incorporate by reference its Terms of Use and Privacy Notice and Cookie Policy Privacy, collectively referred to as our "Terms and Conditions". To review our Terms and Conditions, visit: https://www.breakthrubev.com/Terms-and-Conditions. A PDF copy of our Terms and Conditions can be provided via email upon request.

Business Name: ______________________________

Signature: ______________________________

Printed Name: ______________________________

Date: ______________________________

DELIVERY INFORMATION: INFORMATION BELOW IS REQUIRED FOR ACCOUNT SET UP

REQUESTED DELIVERY DAYS*	☐ TUES	☐ WED	☐ THURS	☐ FRI
**Delivery days are not guaranteed as certain areas may have specific delivery days assigned to them.*				
ACCOUNT HOURS OF OPERATION	OPEN:		CLOSE:	
REQUESTED DELIVERY WINDOW**	OPEN:		CLOSE:	
***We will endeavor to accommodate requested delivery window but cannot be guaranteed.*				
DO NOT DELIVER BETWEEN THE HOURS OF:				
AREA DEMOGRAPHIC:	☐ URBAN	☐ SUBURBAN	☐ RURAL	
ACCOUNT DELIVERY DEMOGRAPHIC:	☐ 1ST FL	☐ ELEVATOR	☐ STAIRS	
DISTANCE FROM TRUCK TO DELIVERY:	☐ <75FT	☐ 75 TO 150FT	☐ 150FT+	
ACCOUNT TYPE (IND RETAIL, CHAIN, BAR, REST, EVENT, ETC.:				
SPECIAL COMMENTS:				

The parties agree that the electronic signature of a party to this agreement, whether digital or encrypted, or transmitted by facsimile or by electronic mail, shall be valid as an original signature of such party and shall be effective to bind such party to this agreement. Without limiting the generality of the foregoing, an "Electronic Signature" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("ESIGN Act")) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record and/or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.

BREAKTHRU BEVERAGE PERSONAL GUARANTY

In consideration of the extension, or further extensions of credit by Breakthru Beverage and/or one or more of its Affiliates (as each are defined below) (collectively "Creditor"), for merchandise sold and delivered or hereafter to be sold and delivered to____ ("Customer"), doing business at _____________ ____:

1. "Breakthru Beverage" means Breakthru Beverage Group, LLC and its Affiliates.

2. "Affiliates" means Alliance Beverage Distributing Company, LLC D/B/A Breakthru Beverage Arizona, Associated Distributors, LLC D/B/A Breakthru Beverage Virginia, Beverage Distributors Company, LLC D/B/A Breakthru Beverage Colorado, Breakthru Beverage California, LLC, Breakthru Beverage Illinois, Breakthru Beverage Minnesota Beer, LLC, Breakthru Beverage Minnesota Wine & Spirits, LLC, Breakthru Beverage Missouri, Breakthru Beverage Nevada Beer, LLC, Breakthru Beverage Nevada Reno, LLC, Breakthru Beverage Nevada, LLC, Breakthru Beverage Wisconsin Metro-Milwaukee, LLC, Breakthru Beverage Wisconsin On-Premise, LLC, Capital Wine And Spirits Company, LLC D/B/A Breakthru Beverage Pennsylvania, Premier Beverage Company, LLC D/B/A Breakthru Beverage Florida, Reliable Churchill, LLLP D/B/A Breakthru Beverage Maryland, Reliable Churchill, LLLP D/B/A Breakthru Beverage Washington, D.C., The Ben Arnold-Sunbelt Beverage Company Of SC, L.P. D/B/A Breakthru Beverage South Carolina and United Distributors Of Delaware, LLC D/B/A Breakthru Beverage Delaware.

3. Each of the undersigned parties (individually and together, "Guarantor") hereby unconditionally and irrevocably guaranties to Creditor, jointly and severally, the punctual payment and performance when due, of all amounts and other obligations that are now due or hereafter become due and payable to Creditor for sales made by Creditor to Customer, including, but not limited to (a) payment for merchandise sold; (b) finance charges on past due amounts; (c) delivery / service charges (if any); (d) insufficient funds fees, whether paid by check or through a payment service; (e) attorneys', expert witness and court reporter fees, court costs and other costs of collection; and (f) other usual and customary charges (the "Payment Obligations"). This Guaranty is a present and continuing guaranty of payment and not of collection, and Creditor shall not be required to prosecute collection, enforcement or other remedies against Customer or any other guarantor, or to enforce or resort to any collateral for the repayment of the Payment Obligations or other rights or remedies pertaining thereto, before calling on Guarantor for payment. If for any reason the Customer shall fail or be unable to pay, punctually and fully, any of the Payment Obligations, Guarantor shall pay such obligations to Lender in full immediately upon demand. One or more successive actions may be brought against Guarantor, as often as Creditor deems advisable, until all Payment Obligations are paid and performed in full.

4. Guarantor represents and warrants to Creditor that Guarantor is an owner, employee and/or affiliate of Customer and will derive material economic benefit from sales made by Creditor to Customer.

5. Guarantor agrees that payment of Payment Obligations by Guarantor shall be a primary obligation, shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Guarantor might have against Creditor, Customer, any other guarantor of Payment Obligations or any other person or entity, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Guarantor shall have any knowledge thereof).

6. Guarantor absolutely and unconditionally waives (i) notice of acceptance of this Guaranty by Creditor; (ii) notice of any extension of time of payment for any such merchandise; (iii) notice of any sales being made to Customer of any amounts due Creditor from the Customer as a result thereof; (iv) notice of any default by the Customer; (v) all notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against Guarantor, (vi) any right to insist that Creditor prosecute collection against Customer or any other security given to Creditor prior to enforcing this Guaranty, and (vii) any defense, offset or claim that the Customer or Guarantor may have against Creditor, including but not limited to any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, collateral estoppel, statute of frauds, ultra vires acts, usury, illegality or unenforceability.

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7. No delay or failure on the part of Creditor to exercise any right, power or privilege under this Guaranty shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other power or right, or be deemed to establish a custom or course of dealing or performance among the parties hereto. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. Notice to or demand on Guarantor in any circumstance shall not entitle Guarantor to any other or further notice or demand in the same, similar or other circumstance.

8. Guarantor agrees to deliver to Creditor upon demand, personal financial statements in form reasonably acceptable to Creditor.

9. If (a) this Guaranty, is placed in the hands of one or more attorneys for collection or enforcement, or is collected or enforced through any legal proceeding; (b) one or more attorneys is retained to represent Creditor in any bankruptcy, reorganization, receivership or other proceedings affecting Creditor's rights and involving a claim under this Guaranty, and/or (c) one or more attorneys is retained to represent Creditor in any other proceedings whatsoever in connection with this Guaranty, then Guarantor shall pay to Creditor upon demand all fees, costs and expenses incurred by Creditor in connection therewith, including, without limitation, reasonable attorneys' fees, expert witness fees and court reporter fees, and court costs and filing fees, in addition to all other amounts due hereunder.

10. This Guaranty is governed as to validity, interpretation, effect and in all other respects by the laws of the State in which Breakthru delivers or will deliver merchandise to Customer. This Guaranty shall insure to the benefit of Creditor, its successors and assigns, and shall be binding upon each of the undersigned parties and his or her heirs, representatives, successors and assigns.

11. Guarantor (a) grants, consents to and authorizes Creditor and its agents to obtain commercial and consumer credit reports and make other credit inquiries regarding Guarantor that it determines necessary; (b) authorizes Creditor and any credit bureau or investigative agency to investigate the references, statements and other data of Guarantor provided to Creditor; and (c) authorizes persons and companies contacted to release credit and financial information requested as part of said investigation.

12. Guarantor understands, acknowledged, represents and agrees that this Guaranty is executed in each of the undersigned's individual capacity, and not in his or her capacity as a corporate officer, limited liability company manager or agent and that each of the undersigned parties shall be jointly and severally liable for all Payment Obligations hereunder.

DATED: ______________________________

Guarantor(s):

____________________ (Signature)	____________________ (Printed Name)
____________________ (Signature)	____________________ (Printed Name)
____________________ (Signature)	____________________ (Printed Name)

IDENTITY VERIFICATION

To ensure the authenticity of this Personal Guarantee and the identity of all Guarantor(s), each Guarantor shall provide a legible copy of their valid, unexpired government-issued photo identification, which will be attached as an exhibit to this Agreement.

Acceptable forms of photo identification include and are limited to the following:

- ☐ U.S. state-issued driver's license;
- ☐ U.S. passport,
- ☐ U.S. state-issued ID card

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF TAX AND REVENUE

OTR-368 CERTIFICATE OF RESALE
DISTRICT OF COLUMBIA SALES AND USE TAX

TO:	FROM:
SELLER	PURCHASER
TRADE NAME (IF ANY)	TRADE NAME (IF ANY)
SELLER'S STREET ADDRESS	PURCHASER'S STREET ADDRESS
CITY STATE ZIP CODE	CITY STATE ZIP CODE
○ FEIN ○ SSN	○ FEIN ○ SSN
	DC SALES AND USE TAX ACCOUNT ID NUMBER

I certify that all of the tangible personal property and services purchased from you in connection with this sale are for resale or rental either in the same form or for incorporation as a material part of other property being produced for resale or rental.

This certificate shall be considered a part of each order we shall give, provided the order contains our DC Sales and Use Tax Account ID Number and will continue in force until revoked by written notice to you.

AUTHORIZED SIGNATURE	TITLE	DATE

SELLER MUST KEEP THIS CERTIFICATE

INSTRUCTIONS

This certificate is not valid unless it contains the purchaser's District of Columbia Sales and Use Tax Account ID Number. It must be signed by the owner or authorized officer and must be dated.

If you, as the issuer of the certificate of resale, buy items from the seller that do not qualify for tax exemption, you should advise the seller to charge the appropriate sales tax on such items. Otherwise, the purchaser is required to report to OTR and pay use tax directly using the Sales and Use Tax returns FR-800A (annual), FR-800M (monthly), FR-800Q (quarterly) or FR-800SE (special event).

The seller must retain all Certificates of Resale on file to substantiate exemptions in case of an audit of its DC Sales and Use Tax returns.

To be eligible to use this certificate, purchasers who are located inside or outside the District of Columbia must file DC Form FR-500, Combined Business Tax Registration Application, with the Office of Tax and Revenue, 1101 4th St., SW, Washington DC 20024 (202-727-4829).