

Account Application

Penn Strategic Imports, Inc. d/b/a Penn Tires
10201 Wayzata Blvd., Ste. 250
Minnetonka, MN 55305
Phone: 800-475-2502
www.penntires.com

OFFICE USE ONLY

Tire Partners of Texas, LLC
4900 Langdon Rd., Ste. 300
Dallas, TX 75241
Phone: 800-981-8522
www.tirepartnersoftexas.com

ACCOUNT #			SALES REPRESENTATIVE			APPROVED CREDIT LIMIT			APPROVED CREDIT TERMS		
COMPANY INFORMATION											
LEGAL ENTITY NAME						DBA/PARENT COMPANY (IF APPLICABLE)					
STREET (MAILING ADDRESS)						TYPE OF BUSINESS SOLE PROPRIETOR CORPORATION PARTNERSHIP L.L.C. OTHER _____					
CITY			STATE		ZIP CODE		STATE OF INCORPORATION			FEDERAL TAX ID OR SOCIAL SECURITY #	
BUSINESS PHONE			EMAIL ADDRESS			OWN OR LEASE THE BUILDING YOU USE? OWN LEASE			TAX EXEMPT? YES IF YES, EXEMPTION CERTIFICATE MUST BE ATTACHED NO IF PURCHASING FROM BOTH COMPANIES, TWO EXEMPTION CERTIFICATES MUST BE ATTACHED		
WEB SITE URL						DUN & BRADSTREET #					
TYPE OF BUSINESS (PLEASE DESCRIBE YOUR BUSINESS IN A FEW WORDS)						DOCUMENT PREFERENCES					
						HIDE PRICING ON PACKING LIST					
						EMAIL ADDRESS				CONTACT NAME	
						ACKNOWLEDGEMENTS					
						INVOICES/CREDITS					
ORDER PREFERENCES BACKORDERS OK SUBSTITUTIONS OK P.O. REQUIRED						MONTHLY STATEMENTS					
P.O. CONTACT EMAIL ADDRESS						NO RETURNS/WARRANTIES WILL BE ACCEPTED WITHOUT RECEIVING AN RMA NUMBER IN ADVANCE					
BILLING CONTACT						SHIPPING CONTACT (IF YOU HAVE ADDITIONAL LOCATIONS, PLEASE ATTACH INFO)					
NAME						NAME					
STREET (IF DIFFERENT FROM MAILING)						STREET (IF DIFFERENT FROM MAILING)					
CITY			STATE		ZIP CODE		CITY			STATE	
BUSINESS PHONE			EMAIL ADDRESS			BUSINESS PHONE			EMAIL ADDRESS		
BANKING INFORMATION											
BANK NAME			BUSINESS CHECKING		PERSONAL CHECKING		ROUTING NUMBER			ACCOUNT NUMBER	
BANK CONTACT			BANK PHONE NUMBER			BANK EMAIL ADDRESS					
BANK ADDRESS (STREET, CITY, STATE & ZIP CODE)											

LINE OF CREDIT WITH PENN STRATEGIC IMPORTS, INC. D/B/A PENN TIRES AND/OR TIRE PARTNERS OF TEXAS, LLC

OWNERS/OFFICERS/PARTNER INFORMATION (NOTE: COPY OF DRIVER LICENSE OR LEGAL ID REQUIRED WHEN APPLYING FOR LINE OF CREDIT) (IF ADDITIONAL OWNERS/OFFICERS/PARTNERS, PLEASE ATTACH INFO)

YES, I WANT TO APPLY FOR CREDIT CREDIT LINE REQUESTED: _____ NO, I WANT TO PREPAY MY ORDERS (IF NO, YOU DO NOT NEED TO COMPLETE BUSINESS TRADE REFERENCES)
 CREDIT TERMS REQUESTED: _____ NO, I WANT TO PAY MY ORDERS COD (IF NO, YOU DO NOT NEED TO COMPLETE BUSINESS TRADE REFERENCES)

NAME 1				NAME 2			
NAME				NAME			
TITLE		% OWNED		TITLE		% OWNED	
MOBILE PHONE				MOBILE PHONE			
ADDRESS (IF DIFFERENT FROM ABOVE)				ADDRESS (IF DIFFERENT FROM ABOVE)			
CITY		STATE		CITY		STATE	
		ZIP CODE				ZIP CODE	

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ACCOUNT #	SALES REPRESENTATIVE	APPROVED CREDIT LIMIT	APPROVED CREDIT TERMS
BUSINESS TRADE REFERENCES (INCLUDE TIRE COMPANIES, IF POSSIBLE)			
COMPANY NAME	CONTACT NAME	TELEPHONE #	EMAIL ADDRESS

TERMS AND CONDITIONS FOR EXTENSION OF CREDIT:

applicant, agrees as follows:

LEGAL ENTITY NAME

1) Applicant agrees to make payments on all invoices in accordance with the terms assigned to their account as shown on the face of each Invoice to the address of Penn Strategic Imports, Inc. d/b/a Penn Tires and Tire Partners of Texas, LLC as shown on the Invoice. In the event that timely payment is not received by the due date of the Invoice, the applicant agrees to pay the outstanding balance plus interest and expenses on demand. **2)** Applicant agrees that interest will accrue on any unpaid balance not remitted on time at the monthly rate of 1.5% or the maximum allowed by Minnesota or Texas state law, whichever is lower. **3)** Applicant agrees to pay all reasonable attorney and collection fees incurred by Penn Strategic Imports, Inc. d/b/a Penn Tires and Tire Partners of Texas, LLC in the remedying of the default or the enforcement of its rights. **4)** Applicant agrees to pay a non-sufficient funds fee for any check returned to Penn Strategic Imports, Inc. d/b/a Penn Tires and Tire Partners of Texas, LLC's bank, at the amount charged by said bank plus a processing fee. **5)** Applicant agrees to notify Penn Strategic Imports, Inc. d/b/a Penn Tires and Tire Partners of Texas, LLC of any changes or anticipated changes in ownership that may occur from time to time. **6)** Applicant agrees that shipment may be held, or otherwise not transported, if applicant's account is delinquent or the shipment would exceed applicant's established line of credit. **7)** Applicant agrees that Penn Strategic Imports, Inc. d/b/a Penn Tires and Tire Partners of Texas, LLC may cancel or revoke applicants line of credit if applicant fails to abide by the terms and conditions contained herein, or if applicant materially misrepresented facts used in the granting of the line of credit, or if applicant, or its parents, subsidiaries, affiliates, or owners, members, partners or officers file a petition in bankruptcy or if applicant or its parents, subsidiaries, affiliates, or owners, members, partners or officers is involuntary placed in bankruptcy.

In consideration of Penn Strategic Imports, Inc. d/b/a Penn Tires and Tire Partners of Texas, LLC extending credit to applicant (hereinafter referred to as the "Companies") we the undersigned, absolutely and unconditionally personally guarantee the full and punctual payment of any obligation of the Companies and we hereby bind ourselves to pay the Companies on demand any sum including all costs of collection and reasonable attorney's fees which may become due to you by the Companies whenever the Companies shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Companies. We do hereby waive notice of demand, protest or default and consent to any modification or renewal of the credit agreement hereby guaranteed. This guarantee shall be binding on guarantor's heirs, personal representatives, successors, and assigns, and shall insure the benefit of the Companies, its successors, heirs and assigns. Each guarantor also hereby waives any claim, right or remedy which such guarantor may now have or hereafter acquires against the Companies that arises here under and/or from the performance by any guarantor hereunder including, without limitation, right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in claim, right of remedy of the Companies against the Companies or any security which the Companies now has or hereafter acquires, whether or not such claim, right arises in equity, under contract by state, under common law or otherwise.

Customers who pay for their purchases in cash that exceeds \$10,000 in one transaction or a series of related transactions will have that cash payment reported to the Internal Revenue Service by us on IRS Form 8300. We will report to the IRS using the Federal Tax ID number provided above or the social security number reported by you above and you acknowledge that this is your correct tax number and you have provided this to Penn Strategic Imports, Inc. d/b/a Penn Tires and Tire Partners of Texas, LLC d/b/a MinePro for their use in said filing.

ECOA NOTICE: 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 Credit Applicants has the capacity to enter into a binding contract); because all or part of the Credit 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 credit is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Please note that a separate Security Agreement document may be required.

SIGNATURE 1:

DATE

SIGNATURE 2:

DATE

**TIRE PARTNERS
★OF TEXAS★**



Wire Instructions

Beneficiary: Tire Partners of Texas LLC

Address: 4900 Langdon Road, Suite 300, Dallas, TX 75241

Account Number: 4243325

Routing/ABA Number: 071000288

Beneficiary Bank: BMO Harris Bank

Bank Address: 111 W. Monroe St., Chicago, IL 60603, USA

Swift Code: HATRUS44 (International Only)

Please email remittance info to support@tirepartnersoftexas.com.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tire Partners of Texas LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10201 Wayzata Blvd., Ste. 250

Requester's name and address (optional)

6 City, state, and ZIP code

Minnetonka, MN 55305

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 2 8 2 5 2 6 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1-1-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SECURITY AGREEMENT

This SECURITY AGREEMENT is made on this _____ day of _____, 2021 between _____, a _____ company ("Debtor"), and TIRE PARTNERS OF TEXAS, LLC, PENN STRATEGIC IMPORTS, INC. D/B/A PENN TIRES AND TRUE NORTH TIRE DISTRIBUTION, INC., DAVID AND LILY PENN, INC., TOTAL TIRE USA, INC., STRATEGIC IMPORT SUPPLY, LLC; and MINEPRO, INC. (collectively, "Secured Party").

1. **SECURITY INTEREST.** Debtor grants to Secured Party a security interest in all of Debtor's inventory tires, tubes, rims, wheels, automotive accessories, and automobile parts which are sold or distributed, or may be distributed in the future by Secured Party, presently existing, or hereafter acquired by Debtor, or any substitution, replacement, or return, and all proceeds thereof, wherever located. The Security Interest shall secure the payment and performance of Debtor's obligation under Debtor's Open Account with Secured Party, and all purchases Debtor makes thereunder and the payment and performance of all other liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due now existing or hereafter arising.

2. **COVENANTS.** Debtor hereby warrants and covenants: (a) the collateral will be kept at _____ (the "Premises"), and that the collateral will not be removed from the Premises other than in the ordinary course of business; (b) the Debtor's place of business is at the Premises, and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (c) the parties intend that the collateral is and will at all times remain personal property despite the fact and irrespective of the manner in which it may be attached to realty; (d) the Debtor will not sell, dispose, or otherwise transfer the collateral or any interest therein without the prior written consent of Secured Party, other than in the ordinary course of business, and the Debtor shall keep the collateral free from unpaid charges (including rent), taxes, and liens; (e) the Debtor shall execute alone or with Secured Party any financing statement or other document or procure any document, and pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary; (f) the Debtor shall maintain insurance policies at all times with respect to all collateral against risks of fire, theft, and other such risks and in such amounts as Secured Party may require, which policies shall be payable to both the Secured Party and the Debtor as their interests appear and shall provide for ten (10) days written notice of cancellation to Secured Party; (g) the Debtor shall make all repairs, replacements, additions, and improvements necessary to maintain any equipment in good working order and condition. At its option, Secured Party may discharge taxes, liens, or other encumbrances at any time levied or placed on the collateral, may pay rent or insurance due on the collateral and may pay for the maintenance and preservation of the collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization.

3. **DEFAULT.** The Debtor shall be in default under this Agreement upon the happening of any of the following: (a) any misrepresentation in connection with this Agreement on the part of the Debtor; (b) any noncompliance with or nonperformance of the Debtor's obligations under the Open Account and this Agreement; (c) if Debtor is involved in any financial difficulty as evidenced by: (i) an assignment for the benefit of creditors; (ii) an attachment or receivership of assets not dissolved within thirty (30) days; or (iii) the institution of bankruptcy proceedings, whether voluntary or involuntary, which is not dismissed within thirty (30) days from the date on which it is filed. Upon default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Party may require the Debtor to make it available to Secured Party at a place which is mutually convenient. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal. This Agreement shall be governed by the laws of the State of Minnesota.

SIGNATURES ON FOLLOWING PAGE.

Customer:

TIRE PARTNERS OF TEXAS, LLC

By:
Its:

By:
Its:

PENN STRATEGIC IMPORTS, INC. D/B/A PENN
TIRES

TRUE NORTH TIRE DISTRIBUTION, INC.

By:
Its:

By:
Its:

DAVID AND LILY PENN, INC.

TOTAL TIRE USA, INC.

By:
Its:

By:
Its:

STRATEGIC IMPORT SUPPLY, LLC

MINEPRO, INC.

By:
Its:

By:
Its:

Texas Agricultural Sales and Use Tax Exemption Certificate

Commercial agricultural producers must use this form to claim exemption from Texas sales and use tax when buying, leasing or renting qualifying agricultural items they will use exclusively in the production of agricultural products for sale.

You cannot use this form to claim exemption from motor vehicle tax when buying motor vehicles, including trailers. To claim motor vehicle tax exemption, you must give a properly completed Texas Motor Vehicle Tax Exemption Certificate for Agricultural and Timber Operations (Form 14-319) to the vehicle's seller or dealer. You must also claim the exemption on the Application for Texas Title (Form 130-U) when titling or registering the vehicle with the local County Tax Assessor-Collector.

This form is **not required** when purchasing the following types of agricultural items:

- horses, mules and work animals commonly used in agricultural production;
- animal life, the products of which ordinarily constitute food for human consumption, such as cows, goats, sheep, chickens, turkeys and pigs;
- feed for farm and ranch animals, including oats, corn, chicken scratch and hay; and
- seeds and annual plants, the products of which are commonly recognized as food for humans or animals (such as corn, oats and soybeans) or are usually only raised to be sold in the regular course of business (such as cotton seed).

All other purchases of agricultural items require this properly completed form to claim a sales tax exemption. See the back of this form for examples of exempt and taxable items.

Name of retailer

Address (Street and number, P.O. Box or route number)

City, State, ZIP code

Proper use of this certificate

Purchasers - You can only use this certificate for items you purchase for exclusive use in an exempt manner. You should be familiar with qualifying items. Any non-agricultural or personal use disqualifies the purchase from exemption. See the back of this form for examples of exempt and taxable items.

Retailers - You can accept this certificate in good faith at the time of sale if it is properly completed with an ag/timber number and expiration date. You can also accept it as a blanket certificate covering all sales made during the time this certificate is valid on qualifying items that can reasonably be used to produce agriculture products for sale.

Name of purchaser

Address (Street and number, P.O. Box or route number)

City, State, ZIP code

Phone (Area code and number)

Ag/Timber number

Name of person to whom number is registered, if different than purchaser

This exemption certificate expires on Dec. 31, 20

I understand that I am required to keep records to verify eligibility for the exemption(s) claimed and that I will be required to pay sales or use tax on purchases that do not qualify for the exemption(s), in addition to any applicable interest and penalties.

I understand that it is a criminal offense to issue an exemption certificate to the seller for taxable items that I know will be used in a manner that does not qualify for the exemptions found in Tax Code Section 151.316. The offense may range from a Class C misdemeanor to a felony of the second degree.

sign
here

Purchaser's signature

Purchaser's name (print or type)

Date

This certificate should be given to the retailer. Do **not** send the completed certificate to the Comptroller of Public Accounts.

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)											
Address (Street & number, P.O. Box or Route number)												
City, State, ZIP code												
Texas Sales and Use Tax Permit Number (must contain 11 digits)												
<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>												
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico												
<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)												

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: TIRE PARTNERS OF TEXAS, LLC

Street address: 4900 LANGDON ROAD, SUITE 300

City, State, ZIP code: DALLAS, TX 75241

Description of items to be purchased on the attached order or invoice:


Tires, wheels & related accessories

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

Texas Timber Operations Sales and Use Tax Exemption Certificate

Commercial timber producers must use this form to claim exemption from Texas sales and use tax when buying, leasing or renting qualifying timber items they will use exclusively in the production of timber products for sale.

You cannot use this form to claim exemption from motor vehicle tax when buying motor vehicles, including trailers. To claim motor vehicle tax exemption, you must give a properly completed Texas Motor Vehicle Tax Exemption Certificate for Agricultural and Timber Operations (Form 14-319) to the vehicle's seller or dealer. You must also claim the exemption on the Application for Texas Title (Form 130-U) when titling or registering the vehicle with the local County Tax Assessor-Collector.

Name of retailer
Address (Street and number, P.O. Box or route number)
City, State, ZIP code

Proper use of this certificate


Purchasers - You can only use this certificate for items you purchase for exclusive use in an exempt manner. You should be familiar with qualifying items. Any non-timber or personal use disqualifies this purchase from exemption. See the back of this form for examples of exempt and taxable items.

Retailers - You can accept this certificate in good faith at the time of sale if it is properly completed with an ag/timber number and expiration date. You can also accept it as a blanket certificate covering all sales made during the time this certificate is valid of qualifying items that can reasonably be used to produce timber products for sale.

Name of purchaser			
Address (Street and number, P.O. Box or route number)			
City, State, ZIP code			Phone (Area code and number)
Ag/Timber number <div style="border-bottom: 1px solid black; width: 100%;"></div>		Name of person to whom number is registered, if different than purchaser <div style="border-bottom: 1px solid black; width: 100%;"></div>	
This exemption certificate expires on Dec. 31, 20 <div style="border-bottom: 1px solid black; width: 20px;"></div>			

I understand that I am required to keep records to verify eligibility for the exemption(s) claimed and that I will be required to pay sales or use tax on purchases that do not qualify for the exemption(s), in addition to any applicable interest and penalties.

I understand that it is a criminal offense to issue an exemption certificate to the seller for taxable items that I know will be used in a manner that does not qualify for the exemptions found in Tax Code Section 151.3162. The offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser's signature	Purchaser's name (print or type)	Date
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This certificate should be given to the retailer. Do **not** send the completed certificate to the Comptroller of Public Accounts.

UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2—6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of December 9, 2020.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged or is registered as a

☐ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Seller

☐ Lessor (see notes on pages 2—4)

☐ Other (Specify) _____

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		NE	
AR		NV ¹⁹	
AZ ²		NJ	
CA ³		NM ^{4,20}	
CO ^{4,5}		NC ²¹	
CT ⁶		ND	
FL ⁷		OH ²²	
GA ⁸		OK ²³	
HI ^{4,9}		PA ²⁴	
ID ¹⁰		RI ²⁵	
IL ^{4,11}		SC	
IA		SD ²⁶	
KS ¹²		TN ²⁷	
KY ¹³		TX ²⁸	
ME ¹⁴		UT	
MD ¹⁵		VT ²⁹	
MI ¹⁶		WA ³⁰	
MN ¹⁷		WI ³¹	
MO ¹⁸			

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: _____

Date: _____