

**Bond of Resident Beer and/or Wine
Wholesaler or Importer**

North Carolina Department of Revenue

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____, of _____, (PRINCIPAL Name)
_____, (PRINCIPAL Street Address), _____, (City/State/Zip Code), as PRINCIPAL,
and _____, (SURETY Company), having its principal place of business at
_____, (SURETY Complete Address), a corporation organized under the laws
of the State of _____, (State) and duly licensed to do business under the insurance laws as a
SURETY company in the State of North Carolina, as SURETY, are held and firmly bound unto the State of North Carolina in the sum of
_____ dollars, lawful money of the United States, for payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The above-named SURETY is, by the
PRINCIPAL, irrevocably appointed process agent upon whom any process issued against said PRINCIPAL may be served.

WHEREAS, the PRINCIPAL desires to engage in business in the State of North Carolina as a wholesaler or importer of the beverages defined in North Carolina G.S. 105-113.68(a)(5), (7) and (12), which beverages are subject to the North Carolina excise tax levied in North Carolina G.S. 105-113.80(a) and (b) and

WHEREAS, North Carolina G.S. 105-113.86(a) requires that each wholesaler or importer referred to therein furnish bond in such sum as the Secretary of Revenue shall find adequate to cover the anticipated tax liability of each such wholesaler or importer, and this Bond is furnished in compliance therewith.

NOW THEREFORE, the conditions of this Bond are as follows:

1. If the said PRINCIPAL shall make such reports as shall be required and promptly pay all beverage excise taxes which shall become due, then this obligation shall be void; otherwise, to remain in full force and effect.
2. The term of this Bond begins on the _____ day of _____, _____, and shall continue in force until made void in the manner set forth in paragraph No. 1 immediately above, or cancelled in the manner set forth in paragraph No. 3 immediately below.
3. The obligation of the SURETY may be cancelled upon 30 days' written notice by registered mail given by the above-named SURETY to the State of North Carolina through its agent, the Secretary of Revenue, at the address below; but such cancellation shall be prospective in operation only from the effective date thereof, and shall not operate to release any liability which shall accrue or attach before the effective date of such cancellation, whether such liability shall be ascertained or discovered before or after the effective date of such cancellation.

Signed, sealed and delivered this _____ day of _____, _____, (Month) (Year)

INDIVIDUAL PRINCIPAL: _____ (SEAL)
(Signature)

AFFIX SEAL OF CORPORATION/LLC

PARTNERSHIP PRINCIPAL: _____ (SEAL)
(Print Name of Partnership)

BY: _____ (SEAL)
(Signature) (Title)

CORPORATION/LLC PRINCIPAL: _____
(Print Name of Corporation/LLC)

BY: _____
(Signature) (Title)

SURETY: _____
(Print Name of Surety Company)

BY: _____ as Attorney in Fact for SURETY
(Signature)

COUNTERSIGNED: _____
(Print Name)

(N.C. REGISTERED AGENT OF SURETY)

INSTRUCTIONS

I. INDIVIDUAL

1. Beside the word "INDIVIDUAL PRINCIPAL," the individual must sign his/her name.
2. Beneath the signature, print the individual's name.
3. If the principal is an individual using a trade name, the individual must print the trade name in parentheses beside the individual's printed name.

II. PARTNERSHIP

1. If the principal is a partnership, the partnership name must be placed on the line immediately beside the word "PARTNERSHIP PRINCIPAL."
2. Immediately thereunder and opposite the word "BY," one of the general partners must sign his/her name and give his/her title.
3. Beneath the signature, print the signing partner's name.

III. CORPORATION

1. The corporate name must be placed on the line immediately beside the word "CORPORATION/ LLC PRINCIPAL."
2. Immediately thereunder and opposite the word "BY," one of the corporate officers must sign his/her name and give his/her title.
3. Beneath the signature, print the signing officer's name.
4. Beneath the word "ATTEST," the Secretary or Assistant Secretary must sign his/her name and indicate his/her title. Beneath the signature, print the signing officer's name. In the absence of a Secretary, a letter is required from another officer not appearing on the bond verifying that the appropriate person has signed the bond to bind the company.
5. The corporate seal must be affixed above the Secretary or Assistant Secretary's signature and must be legible.

IV. LIMITED LIABILITY COMPANY (LLC)

1. The name of the LLC must be placed on the line immediately beside the word "CORPORATION/ LLC PRINCIPAL."
2. Beside the word "BY," the name of a manager of the LLC must be signed. The word "Manager" must be written above the word "TITLE."
3. Beneath the signature, print the signing manager's name.
4. If the LLC has a seal, it must be affixed and must be legible.

V. SURETY

1. A verified copy of the authority of the person executing on behalf of the corporate surety must accompany this bond.
2. The attorney-in-fact must sign and print his/her name.
3. The corporate seal of the surety must be affixed beside the signature and must be legible.
4. The bond number must be entered on the line provided on the face of the bond.
5. This bond must be countersigned by a North Carolina registered agent if the surety is a foreign corporation.