



**GREATER HOUSTON RETAILERS COOPERATIVE ASSOCIATION, INC.**

12790 SOUTH KIRKWOOD ROAD, STAFFORD, TX 77477

OFFICE: 844-777-GHRA (4472) FAX: 281-295-5399

WWW.GHRAONLINE.COM

**APPLICATION REQUIREMENTS**

- Store must be open for business
- Complete Original Application Package (Check list: 1 to 14)
- All current documents must be submitted with Original Application in Person or by Mail (**NO FAX COPIES**)
- Additional documents will be required, if requested. Application must be completed in **blue or black** ink pen only

**CHECK-LIST**

**COMPLETE APPLICATION PACKAGE** (Please attach in order)

- 1  Qualifying Your Business as a Convenience Store
- 2  Membership Application
- 3  Membership Agreement
- 4  Requirements to be a Member
- 5  Corporate Resolution
- 6  Financial Information & Rebate Consent Form
- 7  ACH Authorization Form (Please attach voided business check)
- 8  W-9 Form
- 9  Tax Resale Certificate
- 10  New Store Policy and Orientation
- 11  Sponsorship Form
- 12  Warehouse Application
- 13  Warehouse Store Reset / Retag Form

**DOCUMENT COPIES - REQUIRED**

- a  Driver License Copies of Authorized Representative and all Company Officers (Picture and text must be visible)
- b  Sales Tax Permit (Receipt will not be accepted)
- c  Articles of Incorporation/Certificate of Formation and Amendments-(Seal of 'State of Texas')/Distribution of Shares
- d  IRS Document with the business EIN (Employer Identification Number)
- e  Fee \$400 (Business Check or Money Order Payable to GHRA )
- f  Tobacco Permit
- g  Beer License (if not provided, must be submitted within 90 days)

**IMPORTANT**

- ▶ Please do not submit any original government/other documents, GHRA will not be held responsible for loss.
- ▶ GHRA will not accept, process or hold incomplete and/or inaccurate documents and applications. Unapproved application or document copies will not be returned.
- ▶ All documents, references and signatures are subject to verification through state agencies and/or other sources.

*For GHRA office use only*

<b>GHRA #</b>	<b>Store Name:</b>
<b>Date:</b>	<b>Authorized Rep:</b>

**Notes:**

**GREATER HOUSTON RETAILERS COOPERATIVE ASSOCIATION, INC.  
12790 SOUTH KIRKWOOD ROAD, STAFFORD, TX 77477**

**QUALIFYING YOUR BUSINESS AS A CONVENIENCE STORE**

The Greater Houston Retailers Cooperative Association, Inc. focuses on providing valuable programs and savings to the Independent Convenience Store Operators in the Greater Houston Area Market. All GHRA Member stores must meet the minimum qualifications defining a convenience store operation. Please complete the questionnaire below to ensure your business meets the definition of a Convenience Store and requirements of GHRA as determined by GHRA in its discretion.

**DEFINING THE CONVENIENCE STORE**

	YES	NO
Does your store sell hard liquor (18% or more alcohol content)?		
Is there an age requirement to allow patrons into your store?		
Is your store required to be closed on Sunday and after 9:00 PM Monday - Saturday?		

A business would qualify as a Convenience Store by answering NO to questions above and meeting a minimum of 7 criteria below:

**Does your store primarily make available for sale, a product mix of:**

	YES	NO
<b>Gasoline</b>		
<b>Beverages</b>		
<b>Tobacco Products</b>		
<b>Snack Foods</b>		
<b>Candy</b>		
<b>Grocery Items</b>		
<b>Bakery Items</b>		
<b>Dairy Products</b>		
<b>Prepared Foods</b>		
<b>Fresh/Packaged Meats</b>		
<b>Produce</b>		
<b>Health and Beauty Aids</b>		

*I hereby certify and verify to GHRA that the above disclosures/checked items are an accurate reflection of this business location.*

Store Name: \_\_\_\_\_

Store Address : \_\_\_\_\_

Store City: \_\_\_\_\_ State: **TX** Zip Code : \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

*For Office use only:*

<b>Total # of Criteria Met:</b>	
<b>Meets definition of Convenience Store:</b>	YES NO

Reviewed by: \_\_\_\_\_

Approved by: \_\_\_\_\_

**GREATER HOUSTON RETAILERS COOPERATIVE ASSOCIATION, INC  
12790 SOUTH KIRKWOOD ROAD, STAFFORD, TX 77477**

**MEMBERSHIP APPLICATION**

**Type of Ownership:**     Sole Proprietorship     Partnership     Limited Partnership     Corporation     LLC

1. Business Type:     Convenience Store with fuel     Convenience Store without fuel
2. Store Condition:     Existing Store     Remodeled     Brand New    2a. Business Property     Owned     Leased Store Size: \_\_\_\_\_
3. Member Name (Company Name): \_\_\_\_\_
4. DBA/Assumed Name: \_\_\_\_\_
5. Store Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: TX Zip: \_\_\_\_\_ County: \_\_\_\_\_
6. Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: TX Zip: \_\_\_\_\_ County: \_\_\_\_\_
7. Store Phone: \_\_\_\_\_ Fax Phone: \_\_\_\_\_ Office Phone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_
8. Was the store previously a member store of GHRA? **YES / NO** (Circle One)    If Yes, Previous GHRA #: \_\_\_\_\_
9. EIN (Fed Tax ID #): \_\_\_\_\_ Sales Tax ID #: \_\_\_\_\_

**Member Company Owners/Partners/Stockholders Information (Note: If Sole Prop. Or Partnership need SS# for each Partner):**  
GHRA may request written verification (in a form at GHRA's sole and absolute discretion) regarding Member's proof of ownership of Member's business and whether the Member's ownership is a Sole Proprietorship, Corporation, Limited Liability Company, Limited Partnership, General Partnership, or any other form of ownership.

- |            |                |           |       |             |       |
|------------|----------------|-----------|-------|-------------|-------|
| 10. _____  | _____          | _____     | _____ | _____       | _____ |
| First Name | Middle Initial | Last Name | Title | Ownership % |       |
- 
- |              |            |                        |                  |              |       |
|--------------|------------|------------------------|------------------|--------------|-------|
| 10a. _____   | _____      | _____                  | _____            | _____        | _____ |
| Mobile Phone | Home Phone | Social Security Number | Driver License # | State Issued |       |
- 
- |            |                |           |       |             |       |
|------------|----------------|-----------|-------|-------------|-------|
| 11. _____  | _____          | _____     | _____ | _____       | _____ |
| First Name | Middle Initial | Last Name | Title | Ownership % |       |
- 
- |              |            |                        |                  |              |       |
|--------------|------------|------------------------|------------------|--------------|-------|
| 11a. _____   | _____      | _____                  | _____            | _____        | _____ |
| Mobile Phone | Home Phone | Social Security Number | Driver License # | State Issued |       |
- 
- |            |                |           |       |             |       |
|------------|----------------|-----------|-------|-------------|-------|
| 12. _____  | _____          | _____     | _____ | _____       | _____ |
| First Name | Middle Initial | Last Name | Title | Ownership % |       |
- 
- |              |            |                        |                  |              |       |
|--------------|------------|------------------------|------------------|--------------|-------|
| 12a. _____   | _____      | _____                  | _____            | _____        | _____ |
| Mobile Phone | Home Phone | Social Security Number | Driver License # | State Issued |       |

\*\*\*\*\*For Additional Names Use Separate Sheet\*\*\*\*\*

**Note: An "Authorized Representative" of a Member Company must be a natural person who is an owner of the Member Company and who otherwise meets the guidelines, rules, and regulations of GHRA**

**Information of Authorized Representative of Member (Person responsible for making all business decisions including VOTING)**

13. Full Name of the Authorized Representative - \_\_\_\_\_ Title: \_\_\_\_\_

**STORE MANAGER (This Person will not be eligible to vote or sign any documents or make any changes)**

14. First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

14a. Driver License No.: \_\_\_\_\_ State Issue: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

**TWO REFERENCES / RECOMMENDATIONS---LINES 15, 15a, 15b and 16, 16a, 16b**

**NOTE: ONLY ONE SELF REFERENCES\*\*\* (One reference must be from a different existing GHRA member who is not on this application)**

15. Reference No. 1 Email Address: \_\_\_\_\_

15a. Company Name: \_\_\_\_\_ GHRA Membership #: \_\_\_\_\_

15b. Authorized Representative Name: \_\_\_\_\_ **Signature:** \_\_\_\_\_

\*\*\*\*\*

16. Reference No. 2 Email Address: \_\_\_\_\_

16a. Company Name: \_\_\_\_\_ GHRA Membership #: \_\_\_\_\_

16b. Authorized Representative Name \_\_\_\_\_ **Signature:** \_\_\_\_\_

**The undersigned authorized officer and authorized representative of above member hereby each represent and certify that (i) the above information is true, correct and complete in all respects, (ii) the member and the undersigned hereby accept and agree to be strictly bound by and to strictly comply with the Bylaws, Governing Documents, Organizational Documents, Certificate of Formation, as the same may be amended and/or restated from time to time, Rules, Regulations, Initiatives and Policies of Greater Houston Retailers Cooperative Association, Inc. ("GHRA") and its directors and officers, as currently in effect and as amended or modified from time to time, (iii) the undersigned individual listed as the member's designated authorized representative shall be solely and exclusively authorized to act on behalf of the member (until the designated authorized representative is properly changed in writing in accordance with GHRA guidelines and requirements) with respect to all GHRA matters, including, but not limited to, exercising the member's voting rights and binding member to GHRA's membership documents/agreements as well as any and all GHRA vendor and other contracts and commitments as part of member's GHRA membership, and (iv) the undersigned individual listed as the member's designated authorized representative hereby accepts the designation of authorized representative and agrees to fully perform all obligations, duties, and requirements required of him/her by GHRA in such capacity.**

17. **Signature of Authorized Officer:** \_\_\_\_\_ Date: \_\_\_\_\_

17a. Printed Full Name of Authorized Officer: \_\_\_\_\_

18. **Signature of Designated Authorized Representative:** \_\_\_\_\_ Date: \_\_\_\_\_

18a. Printed Full Name of Designated Authorized Representative: \_\_\_\_\_

**Note: Acceptance of Membership Fees and/or Store Participation Deposits by GHRA does not automatically imply acceptance of Application. The collected fees/deposits will be returned if the application is not approved by the Board. Acceptance shall only occur upon written approval by the Board of Directors. Please sign this Membership Application and the attached Membership Agreement and return both with (1) Copies of Driver Licenses for Authorized Representative of Member and for Store Manager, (2) Copy of Sales Tax Permit, (3) Copy of Corporation/Business Entity Formation and Organizational Documents, (4) Membership Fee of \$400, (5) Membership Store Participation Deposit Amounts (unless GHRA is to deduct required amounts from rebates and other amounts in accordance with GHRA's Bylaws, Rules, Regulations and Policies as amended or restated from time to time), (6) Copy of Tobacco and Beer Permit, and (7) Completed Business Sheet and other required documentation.**

**FOR OFFICE USE ONLY**

19. Received by -First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

20. Verified by -First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved

Rejected

21. Approved by -First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(The "Membership Effective Approval Date")

22. Assigned Membership #: \_\_\_\_\_ Membership Fees \$: \_\_\_\_\_ Check #: \_\_\_\_\_

Membership Store Participation Deposit Amounts Paid Upfront: \$ \_\_\_\_\_ Check #: \_\_\_\_\_

## MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is made effective on the “Membership Effective Approval Date” (approval date indicated above in the Membership Application section of this Agreement or in the Renewal Application applicable to this Agreement, as the case may be) by and between Greater Houston Retailers Cooperative Association, Inc., a Texas cooperative association with its principal place of business located at 12790 South Kirkwood, Stafford, Texas 77477 (“GHRA”), and the person or entity whose name is entered in above as “Member” in the Membership Application section of this Agreement as well as below at the end of this Agreement (“Member”). Both GHRA and Member are jointly referred to herein as “Parties” and individually as a “Party”.

Member acknowledges that GHRA has been organized for the benefit of its members as a Texas Cooperative Association pursuant to Title 6 of the Texas Business Organization Code. Therefore, in consideration of the membership offered and potential benefits to be derived therefrom, Member hereby agrees to abide by and be bound by the bylaws, as currently amended and restated, governing documents, organizational documents, Certificate of Formation, as currently amended and restated, policies, guidelines, rules and regulations of GHRA and its Officers and Directors, as the same are currently in effect and as amended, restated, or modified from time to time, and Member hereby also agrees as follows:

Member agrees to ratify and thereafter upon acceptance as a member of GHRA, with such acceptance being at the sole and absolute discretion of GHRA, comply with and abide by the bylaws, as currently amended and restated, governing documents, organizational documents, Certificate of Formation, as currently amended and restated, policies, guidelines, rules and regulations of the GHRA and its Officers and Directors, as the same are currently in effect and as amended, restated, or modified from time to time. Member agrees to complete and submit when and as required a GHRA membership application (or a renewal thereof) as required in accordance with GHRA’s guidelines and requirements, including, without limitation, any and all documents and substantiation required by GHRA at any time. Member agrees and acknowledges that GHRA, through its Board of Directors and/or Officers, shall have the right to terminate or suspend Member’s membership for an indefinite period of time when such Member fails to act in accordance with or not in compliance with the terms and conditions of any GHRA bylaw, governing documents, organizational document, Certificate of Formation, policy, guideline, rule or regulation, as the same are currently in effect and as amended, restated, or modified from time to time. Any of Member’s monetary benefits, funding (including, but not limited to, rebates/program/compliance), rights, or otherwise may be put on hold indefinitely or completely forfeited at the sole and absolute discretion of the Board of Directors. Any decision by the Board of Directors of GHRA will be final and binding and Member or any other person or party shall not contest such decision.

The individual listed on the above Membership Application form who is designated as the Authorized Representative of the Member will have the sole and exclusive right to exercise the voting rights of Member as the authorized representative for the Member, which such voting power cannot be transferred. If Member wishes to effect a change in the Authorized Representative, Member hereby agrees to notify the GHRA office in a writing sent by United States certified mail, return receipt requested, at least thirty (30) days prior to such change in Authorized Representative taking effect (or in such other manner as may be required by GHRA from time to time). No such notice is effective against GHRA unless actually received and approved by GHRA. Upon such change, a new completed application may be required for the approval of the Board of Directors of GHRA at the sole and absolute discretion of the Board.

The term of the Member’s membership shall be for up to a 1-year period upon payment of (i) \$400.00 in annual dues for each approved Member store and business location and (ii) a one-time store participation deposit, currently set at \$12,000.00 but subject to modification from time to time (the “Store Participation Deposit”), for each approved Member store and business location. Annual dues are currently \$400.00 per approved Member store and business location and may be modified from time to time by the Board of Directors of GHRA. A Store Participation Deposit of \$12,000.00 per approved Member store and business location is also required and may be modified from time to time in accordance with the Bylaws of GHRA. The membership period in GHRA is from January 1 to December 31 of each year. Unless Member effectively notifies GHRA at least sixty (60) days prior to the end of a calendar year that Member does not wish to be a member of GHRA in the following calendar year, Member’s dues for any succeeding calendar year will automatically be deducted from any patronage dividends, rebates, Store Participation Deposit(s), or other amounts due to Member in the period just prior to the new calendar year or, if such dues are not deducted from such patronage dividends, rebates, Store Participation Deposit(s), or amounts, then Member shall pay dues for each year no later than the end of January of each such year. If, as of the Membership Effective Approval Date, Member has not paid to GHRA the entire amount of Member’s Store Participation Deposit requirements, then GHRA, at its sole discretion, may, over a period of time not to exceed eighteen (18) months, retain up to 80% of the rebates or other amounts owed to Member and apply such amounts towards Member’s Store Participation Deposit requirements. Moreover, with respect to current Members, for any non-payment of Store Participation Deposit, GHRA is entitled to begin retaining rebates and/or other amounts to apply towards Store Participation Deposit requirements. If at the end of such 18-month period Member has failed to pay its entire obligation of Store Participation Deposits, then Member shall be given a final thirty (30) day period during which Member can pay GHRA any remaining balance due. A Member’s failure to pay such remaining balance within such 30-day period shall result in the termination of its Membership in GHRA.

MEMBERSHIP IN GHRA IS NOT AN INVESTMENT AND NO INVESTMENT RETURN OR APPRECIATION ON MEMBER’S MEMBERSHIP IN GHRA SHALL BE PERMITTED. Member and the undersigned officers and representatives of Member have always clearly understood and continue to understand and hereby acknowledge and agree that the Store Participation Deposit(s) provided

to GHRA and/or any of GHRA's affiliated entities on behalf of Member is not an investment of any kind by Member but merely a refundable deposit that would be returned to Member upon termination of the Member's membership with GHRA (less any amounts owed by Member to GHRA and/or any of GHRA's subsidiaries or affiliated entities and/or in connection with any GHRA deal or program) or be returned to such Member over such time period and with such conditions as the Board of Directors of the Association may determine, at its sole discretion, or earlier to the extent the membership deposit requirements are modified by GHRA, in accordance with GHRA's Bylaws, policies, guidelines, rules and regulations as the same are currently in effect and as amended, restated, or modified from time to time. Any and all amounts to be paid and returned to a Member who is withdrawing from the Association and terminating such Member's membership, including, without limitation, any Store Participation Deposit(s), shall be paid to such Member over such time period and with such conditions as the Board of Directors of the Association may determine, at its sole discretion, to be in the best interest of the Association.

Member and the undersigned officers and representatives of Member hereby clearly understand and agree and have always clearly understood and hereby acknowledge and agree that any membership fees and/or other amounts provided to GHRA and/or any of GHRA's affiliated entities or subsidiaries on behalf of Member are not and were not an investment of any kind by Member but merely fees required as part of the membership requirements of GHRA in order for the Member to participate in, among other things, various power programs, deals, and services offered by or through GHRA and/or its affiliated entities or subsidiaries, including GHRA's purchasing power program with vendors. Member and the undersigned officers and representatives of Member have always clearly understood and hereby acknowledge and agree that none of them nor the other members of GHRA are/were to receive, at any time, any profit distributions, capital/membership interest appreciation, rights to transfer or sell membership, or any other benefits typically enjoyed by a stockholder in a corporation or owner of "securities" (as defined pursuant to United State Securities Laws, including under the Securities Act of 1933 as amended and the Securities Exchange Act of 1934 as amended), but that Member would solely and strictly receive patronage rebates, to the extent permitted by applicable law, based on the patronage and participation of Member in the programs and operations of GHRA (a Texas cooperative association). Member and the undersigned officers and representatives of Member clearly understand and agree and have always clearly understood and hereby acknowledge and agree that the payment of the Store Participation Deposit(s) and all dues and fees to GHRA and/or any of GHRA's affiliated entities or subsidiaries (including amounts paid for a program or deal for the benefit of GHRA's membership) does not constitute an "investment contract" nor a scheme involving the investment of their money in a common enterprise with profits to come solely from the efforts of others, but that any benefits to be derived will be based on (i) the active participation and patronage of Member in GHRA's offered programs (ie, the payment of patronage rebates and/or amounts is directly related to the amount of business the undersigned Member does with GHRA) and (ii) the lower cost of goods and services to be obtained by the undersigned Member by making purchases through GHRA (including GHRA's affiliated entities or subsidiaries) or as part of GHRA's various membership programs (whether such programs are offered through GHRA or any of its affiliated entities or subsidiaries). No former or current officer, director, member, shareholder, owner, advisor, employee, contractor, staff member, attorney, accountant, affiliate, committee member, consultant, representative, or agent of GHRA and/or any of GHRA's affiliated entities or subsidiaries (i) has ever represented or stated anything to the undersigned Member and/or any officers or representatives of Member that would cause the acknowledgements, statements, and representations contained herein to be untrue in any respect, or (ii) has ever represented or informed Member and/or any officers or representatives of Member that, among other things, by becoming a member of GHRA or any of GHRA's affiliated entities/subsidiaries or by providing the Store Participation Deposit(s) or any dues and fees to GHRA or any of GHRA's affiliated entities/subsidiaries (v) that they are making an investment of money into a "security" that could appreciate, (w) that they will receive profits from GHRA or any of GHRA's affiliated entities or subsidiaries, (x) that they will have the right to transfer or sell their membership to any person or party, (y) that they will enjoy benefits typically enjoyed only by a stockholder or equity holder in a corporation or the owner of "securities" in any enterprise, or (z) that they are/were investing money into a scheme involving the investment of their money in a common enterprise with profits to come solely from the efforts of others.

GHRA may negotiate programs or agreements on behalf of its members. Member hereby agrees to take full responsibility and liability with respect to any and all programs, transactions, and agreements approved or negotiated by the Board of Directors and representatives of GHRA and GHRA's affiliated entities and subsidiaries, including, but not limited to, fines, penalties and/or forfeiting any and all monetary or other benefits. Member fully assumes any and all of the risks involved in connection with any programs, transactions, contracts, deals, and agreements approved, negotiated, or entered into by or on behalf GHRA and/or GHRA's affiliated entities or subsidiaries. Prior to participating in any GHRA deals, programs, transactions, contracts, or agreements, Member shall perform its own due diligence regarding such matters and shall not rely on GHRA or its Officers, Directors, Employees, Representatives, or affiliates for any reason or matter whatsoever. As part of Member's due diligence, Member must itself ensure, at Member's sole risk and cost, that Member is in full compliance with all laws, statutes, ordinances, rules, regulations, deed restrictions, zoning laws, community or other rules, contracts, supplier relationships, leases (including with any landlord of Member), notes, agreements, and commitments of any kind prior to participating in any GHRA related program, transaction, deal, contract or agreement. GHRA and its Officers, Directors, Employees, Representatives, and affiliated entities/subsidiaries shall bear absolutely no responsibility or liability to Member or any other person or party whatsoever. Any program, transaction, deal, contract, or agreement shall be provided or presented to Member by GHRA on an "AS-IS", "WHERE-IS" basis with no express or implied warranties of any kind or type. Member shall only enter into any transaction or deal at its sole option and risk and should also obtain any and all necessary consents, licenses, or permits of any governmental body or other person, party, or counsel prior to entering into any transaction, deal, or agreement. GHRA (including GHRA's affiliated entities and subsidiaries) shall not be responsible for providing any advice regarding or obtaining any consents,

licenses, permits, or similar items of any kind. GHRA may, at its sole option and discretion, also sponsor different programs, such as a Victims Relief Fund, whereby each member will contribute such amounts as determined at the discretion of the Board of Directors of GHRA, which contributions shall be collected through a reduction in rebates, by direct contribution, or otherwise. Member participation in any GHRA programs or deals may be mandatory, as determined by the Board of Directors of GHRA, and may require Member to participate and comply with mandatory marketing matters, merchandise and service programs, store sets, special promotions, and/or other deal guidelines and policies. Member must be in full and strict compliance with all GHRA membership and deal program requirements at all times. Member agrees, permits, and hereby provides unconditional authority for GHRA and its affiliated entities/subsidiaries to conduct and utilize information and data from member service surveys, which may include, without limitation, photos, images, likeness, and/or representations of merchandise, Member Parties (as defined below), stores, and other matters in, among others, marketing materials and literature.

Member hereby agrees that, as part of its membership in GHRA, Member shall support GHRA's Warehouse and operations (the "Warehouse") by, among other things, making a minimum purchase at the Warehouse of \$2,000.00 per calendar month (the "Monthly Warehouse Purchase Requirement") of grocery items (as such items are designated by GHRA from time to time). Purchase of any tobacco products through the Warehouse by Member shall not count towards or otherwise satisfy Member's Monthly Warehouse Purchase Requirement. In the event Member does not meet its Monthly Warehouse Purchase Requirement in any calendar month, Member agrees that it will be assessed a \$240.00 support fee for such calendar month (the "Support Fee"). The total amount of such Support Fee assessed to Member shall be reduced by \$0.12 for every \$1.00 that Member has purchased in grocery items (excluding tobacco products) during such calendar month. The Board of Directors of GHRA, as its sole and absolute discretion, may, from time to time, modify, change, or eliminate the Monthly Warehouse Purchase Requirement and/or the Support Fee. Moreover, the Support Fee for any month may, at the discretion of GHRA's Board of Directors, be deducted from any patronage dividends, rebates, Store Participation Deposit(s), or other amounts due to Member.

Member hereby agrees that all taxes of any kind, including, but not limited to, State Sales Tax, Excise duty or levy, Federal Taxes (income or otherwise) and levy or any other Tax, Surcharges, Levy etc. are the sole responsibilities of the Member. Member agrees and covenants that if any Tax, Surcharge or Levy of any kind or type is enforced on GHRA (including any of GHRA's affiliated entities or subsidiaries) on behalf of, against, or as a result of any agreement/contract signed on behalf of members or for the benefit of members, Member will immediately advance or reimburse GHRA and/or GHRA's affiliated entities/subsidiaries all such taxes, surcharges, levies and/or other amounts (or GHRA, at its discretion, may deduct such amounts from rebates, Store Participation Deposit(s), and other amounts payable to Member). Member further agrees that for purposes of determining the amount Member has received from GHRA in respect of Member's patronage occurring after December 31, 2020, Member shall treat the face amount of any written notice of allocation received by Member on and after December 31, 2020, and any subsequent years, as representing a cash distribution which Member has constructively received and which Member has reflected in Member's taxable income in the year in which Member received such notice of allocation. This written consent regarding tax allocation set forth in the immediately preceding sentence shall be revocable by Member in writing at any time.

Member authorizes GHRA and GHRA's affiliated entities and subsidiaries to share with vendors, suppliers, and other parties as determined by GHRA, Member's business and other relevant information, both public and confidential, as deemed necessary at the sole discretion of GHRA, including, but not limited to, name of Member, name of the owners/partners of Member and/or Member's business, address, phone number, EIN, State Tax Exempt number, State Tobacco Permit number, TABC Permit number, or any other information as deemed necessary to negotiate or comply with an agreement/contract or deal (collectively, the "Member Information and Data"). Further, for GHRA to fully exercise its purchasing power, Members authorize GHRA and GHRA's affiliated entities/subsidiaries to access and share with vendors any point-of-sale data within Member's point-of-sale system(s) in furtherance of GHRA's objectives and/or with respect to GHRA member benefit deal(s). In addition, Member hereby authorizes each of GHRA's (including GHRA's affiliated entities/subsidiaries) vendors, suppliers, contractors, affiliates, business associates, and/or other parties that GHRA transacts with to share with GHRA (and its designees), without the need for any further consent or authorization from Member, any and all of the Member Information and Data that GHRA or its affiliated entities/subsidiaries may request from time to time.

Any noncompliance by the Member of GHRA's bylaws (as may be amended and/or restated from time to time), governing documents, organizational documents, Certificate of Formation as amended from time to time, rules, regulations, policies, membership agreements, applications (including incorrect or misleading information or data provided by or on behalf of the Member), warehouse documents (including the Privileges and Conditions of Warehouse Business Shopping Membership), vendor or other contracts, agreements, vendor deals, or other requirements may lead to, among other things, Member's membership being suspended or canceled at the sole and absolute discretion of the Board of Directors of GHRA. Upon suspension or cancellation of membership, any or all compliance funding, rebates, or other amounts may be deemed forfeited as determined at the sole and absolute discretion of the Board of Directors of GHRA.

If, at any time during Member's membership term in GHRA or thereafter, Member owes or is otherwise responsible or liable for, on behalf of itself and/or any of its business locations or business operations, any amounts, fees, costs, expenses, dues, contractual commitment amounts, accounts payable, account balances, taxes, and/or damages of any kind to GHRA (including to GHRA's affiliated entities or subsidiaries or to any vendors or suppliers or with respect to any programs through GHRA and/or GHRA's affiliated entities or subsidiaries) (collectively, the "Member Owed Amounts"), then GHRA (including GHRA's affiliated entities or subsidiaries) shall

be entitled to offset, withhold, and/or deduct any and all such Member Owed Amounts, at GHRA's sole and absolute discretion, from Member's earned or future patronage rebates or dividends (if any), vendor payments, bonuses, compensation, fees, Store Participation Deposit(s), or other amounts of any kind payable or otherwise owed or to be owed to Member, without any liability to GHRA (including GHRA's affiliated entities and/or subsidiaries). In addition, to secure Member's payment of any and all Member Owed Amounts and all other obligations, Member hereby grants to GHRA (including to GHRA's affiliated entities and/or subsidiaries), a valid first priority lien and security interest (the "Member Granted Lien") on all of Member's personal property, goods, property, fixtures, chattels, equipment, improvements, inventory, accounts, furniture, chattel paper, accounts receivables, and other property and assets of any description (including products of collateral and proceeds ) belonging to Member at any time as security for any and all Member Owed Amounts due and/or to become due during Member's membership term or thereafter, any other sum Member owes or shall owe to GHRA (including to GHRA's affiliated entities and subsidiaries or with respect to any programs through GHRA and/or GHRA's affiliated entities or subsidiaries), or any other obligations of Member under this Agreement or otherwise. This Member Granted Lien is not in lieu of, nor in any way affects or restricts, any other rights or remedies of GHRA and/or GHRA's affiliated entities/subsidiaries but is in addition to such other rights or remedies. Member further unconditionally agrees and authorizes GHRA and/or any of GHRA's affiliate entities or subsidiaries, as may be applicable, to prepare, file, and record, at any time deemed appropriate or necessary by GHRA at its sole discretion, any and all financing and security documents or instruments (including, without limitation, UCC-1 Financing Statements) in the real property and other appropriate records of the applicable jurisdictions or otherwise with respect to its security interest hereunder as GHRA deems necessary in its sole and absolute discretion. In addition, Member agrees to further execute as debtor any financing statements and other documents/instruments that GHRA (including GHRA's affiliated entities or subsidiaries) may request at any time in order that GHRA's security interests be protected and perfected to the satisfaction of GHRA and GHRA's affiliated entities/subsidiaries. GHRA shall also be entitled to file a copy of this Agreement for the purpose of protecting or perfecting its security interest/Member Granted Lien.

Member and its officers, directors, managers, shareholders, owners, members, partners, employees, contractors, personnel and representatives (collectively, the "Member Parties") must conduct themselves and the Member's business operations with the highest ethical and professional standards and in strict compliance with all applicable laws and regulations, as well as the standards and requirements of GHRA's bylaws, as currently amended and restated, governing documents, organizational documents, Certificate of Formation, as currently amended and restated, policies, guidelines, rules and regulations of GHRA (including GHRA's affiliated entities/subsidiaries) and its Officers and Directors, as the same are currently in effect and as amended, restated, or modified from time to time. Under no circumstance shall Member or any of the Member Parties be abusive or violent towards or otherwise threaten or use harsh language with any GHRA director, officer, member, employee, personnel, supplier, vendor, contractor or representative. GHRA may immediately terminate or suspend Member's membership in GHRA if Member or any of the Member Parties participates in or otherwise permits, directly or indirectly, any illegal, criminal, unethical, abusive, violent, threatening or otherwise harmful activities, as determined at the sole and absolute discretion of the Board of Directors of GHRA, or such member injures or harms, directly or indirectly, the reputation or goodwill of GHRA as determined by the Board of Directors of GHRA in its sole and absolute discretion.

GHRA (including GHRA's affiliated entities and subsidiaries) and its past, present, and future Officers, Directors, employees, agents and representatives shall not be liable to Member, Member's officers, directors, employees, shareholders, members, partners, managers, affiliates, agents, or representatives, or to any other party whatsoever for (i) any injury or harm to person or damage to property or otherwise caused in connection with or that is otherwise directly or indirectly related to Member's membership or participation in or with GHRA (including GHRA's affiliated entities and subsidiaries) and/or GHRA's programs, deals, contracts, seminars, or agreements, (ii) any loss, damage or injury that may be occasioned by or through the acts or omissions of any persons whatsoever or by or through the operations and/or investments of GHRA or GHRA's affiliated entities or subsidiaries, (iii) any loss or damage to any property occasioned by theft, fire, acts of God, public enemy, injunction, riot, insurrection, wars, court order, requisition or order of governmental authority, for any matter, and/or (iv) any direct, indirect, incidental, consequential, punitive or special damages whatsoever (including without limitation, any damages claimed for loss of income, revenue, or profits or for loss of goodwill) arising from or related to Member's membership or participation in or with GHRA (including GHRA's affiliated entities and subsidiaries) and/or GHRA's programs, deals, contracts, seminars, or agreements or the performance of this Agreement.

Member agrees to indemnify and hold harmless GHRA (including GHRA's affiliated entities and subsidiaries) and GHRA's current, past, and future Officers, Directors, parents, subsidiaries, affiliates, divisions, managers, members, shareholders, employees, contractors, agents, advisors, representatives, attorneys, accountants, partners, successors and assignees and their respective partners, shareholders, officers, directors, managers, employees, invitees, or any other individual or entity otherwise connected, directly or indirectly, with GHRA and GHRA's affiliated entities and subsidiaries (referred to collectively as the "Indemnified Party") and each of them from and against any and all claims, causes of action, demands, suits, liabilities, losses, penalties, and/or actions asserted by any person or party, individually or through any representative, including all costs, attorney's fees, settlement funds, damages or expenses resulting or allegedly resulting or arising, directly or indirectly, from this Agreement, the performance of this Agreement, any breach of this Agreement, and/or Member's membership or participation in or with GHRA (including GHRA's affiliated entities and subsidiaries) and/or GHRA's programs, deals, contracts, seminars, or agreements, including, but not limited to, the act or omission of any third party vendor or any Indemnified Party, or any and all actual or alleged injuries or death of any person or damage to any property or otherwise due to or caused in connection with the performance of this Agreement or Member's membership or participation in or with GHRA (including GHRA's affiliated entities and subsidiaries) and/or GHRA's programs, deals, contracts, seminars, or agreements, even if

such indemnified liabilities are caused by the sole or contributory negligence or act of an Indemnified Party. The Member shall also indemnify and hold harmless GHRA (including GHRA's affiliated entities and subsidiaries) and its Directors, Officers, employees, agents, affiliates, representatives, and contractors for the performance of their duties in the scope of their office for any reason or any cause of action whatsoever, from and against, among other things, any and all losses, liabilities, damages, penalties, etc, arising out of any or all vendors' or suppliers' agreements, contracts, programs signed or agreed by the Member (on Board's recommendation or otherwise) or GHRA (including GHRA's affiliated entities/subsidiaries) on behalf of the Members, and/or Member's membership or participation in or with GHRA (including GHRA's affiliated entities and subsidiaries) and/or GHRA's programs, deals, contracts, seminars, or agreements.

Member understands and agrees that in some cases, deals, programs, agreements, or contracts, GHRA receives certain compensation, rebates, and/or other amounts against member store sales, volume, compliance and participation which helps pay for, among other things, administration and other office expenses of GHRA and its affiliated entities and/or subsidiaries. GHRA reserves the right, at the sole and absolute discretion of the Board of Directors, to charge back Member (including deducting amounts from earned or future rebates, Store Participation Deposit(s), or other amounts due to Member) for lost revenue or other amounts if Member is not in compliance with any programs, deals, agreements, or contracts, including for matters set forth above or elsewhere in this Agreement.

A "Reportable Change" shall have occurred if (i) Member or any party sells, transfers, or conveys any of Member's businesses or stores, (ii) Member or any party sells, transfers, or conveys substantially all the assets of any of Member's businesses or stores, (iii) Member or any party sells, transfers, or conveys any ownership interest in Member, Member's business, or any other current or successor entity operating the business, (iv) there is a change in the officer, director, manager, or member information for the Member and/or the Member's business, (v) there is any change or modification in the assumed name/dba name of Member and/or Member's businesses, or (vi) there is a change in the nature of Member's business such that Member would no longer qualify for membership in GHRA. Member hereby agrees that no later than 30 days (or sooner if the context so requires) of any Reportable Change, Member shall notify GHRA in writing of such Reportable Change and all relevant details pertaining to such Reportable Change, including any and all information later requested by GHRA. Member's failure to timely report a "Reportable Change" or provide other information requested by GHRA shall be deemed a breach or non-compliance by Member, at the sole and absolute discretion of GHRA's Board of Directors, and may result in, among other things, cancellation of Member's membership, forfeiture of amounts owed, and/or penalties, charges, or other amount being charged to Member which the Board of Directors of GHRA shall be entitled to deduct from earned or forthcoming rebate payments, Store Participation Deposit(s), or other amounts owed to Member.

Following a cancellation or withdrawal of membership, Member, including such Member's officers, directors, shareholders, managers, members, partners, owners, and affiliates, fully understand and agree that if such Member or Member's affiliates shall apply for new membership with GHRA, the new membership (a) will be subject to a waiting period of at least two (2) full calendar quarters following the effective date of the cancellation or withdrawal of the prior membership (as determined by GHRA at its sole and absolute discretion) and (b) may also be subject to a \$6,000.00 nonrefundable fee, regardless of whether the new membership is opened under the previous membership entity or opened under a different entity wherein any officer, director, manager, member, shareholder, partner, or owner of such different entity (including any of their respective spouses, parents, siblings, and/or children) was an officer, director, manager, member, shareholder, partner, or owner of the previous membership entity.

Any notice provided to GHRA by Member must be in writing and sent to GHRA's then principal office pursuant to United States postal mail, certified mail, return receipt requested, with postage prepaid. A written notice to GHRA shall not be effective until actually received by GHRA. Any notice provided to Member may be given by or through postal mail, facsimile, telephone, any GHRA or other publication or newsletter, electronic mail, the GHRA website or other communication medium, verbally, or through any other means for communicating to members approved or utilized by GHRA or otherwise set forth in GHRA's governing documents, policies, rules, regulations, or operating procedures. If mailed, a notice to Member will be deemed delivered and received by Member when deposited in the mail addressed to Member (or his Authorized Representative) at his or her address as it appears in the records of GHRA. If given by telegram/telegraph, a notice to Member is deemed delivered and received by Member when accepted by the telegraph company and addressed to Member (or his Authorized Representative) at his or her address as it appears on the records of GHRA. If given by facsimile, a notice to Member will be considered received when confirmation is received electronically. If given by telephone or verbally, such notice to Member will be deemed received by Member when communicated orally. If given by electronic mail or posting on GHRA website or other communication medium, a notice to Member is deemed received by Member when the electronic mail is sent to Member (or Member's Authorized Representative) or when posted on GHRA's website or other communication medium. If given by text message, WhatsApp message, or any other messaging platform utilized by GHRA, a notice to Member is deemed received by Member when the text message, WhatsApp message, or messaging platform message is sent to Member (or Member's Authorized Representative).

This Agreement shall be governed by, construed under, and enforced in accordance with the internal laws of the state of Texas, without reference to conflicts of laws. Member consents to exclusive jurisdiction and venue in the state and federal courts of Harris County, Texas. The transmission of an executed copy of this Agreement, or any document referenced in this Agreement, or the signature page(s) hereof or thereof, by facsimile or telecopy or electronically (including in PDF format) shall be treated in all manner and respects as the delivery of an original counterpart of this Agreement or such document bearing the original signature(s) of the party/parties utilizing

any such transmission device. This Agreement (along with GHRA's bylaws, as currently amended and restated, GHRA's governing documents, GHRA's organizational documents, and GHRA's Certificate of Formation, as currently amended and restated) constitutes the final and entire Agreement and understanding between GHRA and Member relating to the subject matter of this Agreement and supersedes all prior understandings and agreements (whether written or oral) between the parties concerning the subject matter of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. If any of the provisions of this Agreement are determined to be unenforceable, that provision shall be deemed to be severable from this Agreement and shall not affect the validity of the remaining provisions of this Agreement. No partnership, joint venture, trust, franchise, employment, or other similar relationship is created between the parties in connection with this Agreement. Moreover, no agency or other similar relationship is created between the parties in connection with this Agreement. Member shall not have any authority, or represent that it has any authority, to bind or represent GHRA (including any of GHRA's affiliated entities or subsidiaries) in any manner whatsoever. Member may not assign or transfer its membership in GHRA and/or its rights or obligations hereunder. Any attempted transfer or assignment by the Member shall be null and void. All costs and expenses, including attorney's fees, incurred by GHRA (or, if applicable, incurred by GHRA's affiliated entities/subsidiaries) in connection with the enforcement of this Agreement or any dispute or litigation with Member in connection with this Agreement, shall be borne and paid by Member. This Agreement shall not confer any rights upon any person other than GHRA and GHRA's affiliates, affiliated entities, subsidiaries, successors, and assigns. Any disputes must be settled in good faith between GHRA and Member. If dispute resolution is not achieved as above, either Party may take the dispute to the next level which is defined as seeking mediation from the Aga Khan Conciliation and Arbitration Board for the Southwest United States. However, the decision from the Aga Khan Conciliation and Arbitration Board for the Southwest United States is not binding on the Parties unless pursuant to a binding legal agreement mutually entered into between the Parties. No waiver by GHRA of any breach by Member of any of the covenants, agreements, duties, or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or of any other covenant, agreement, duty, or condition hereof. To the fullest extent permitted by applicable law, Member hereby consents to the use of electronic signatures to enter into this Agreement, including any subsequent amendments, and to evidence Member's intent to execute and enter into a binding agreement.

**MEMBER NAME (Company Name):** \_\_\_\_\_

*(Name of Member Entity or Member Individual if Sole Proprietorship)*

**Signature of Authorized Officer/Authorized Representative:** \_\_\_\_\_

**Printed Full Name of Authorized Officer/Authorized Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**REQUIREMENTS TO BE A MEMBER OF  
GREATER HOUSTON RETAILERS COOPERATIVE ASSOCIATION, INC**

**General Requirements:**

- Submit completed GHRA Application with all required documents and membership fees and deposits (subject to approval).
- Comply with all of GHRA's governing documents, rules, regulations, policies, and requirements as amended or restated.
- Display current GHRA Logo Decal with member number at the front door of the store.
- In-Store Membership Orientation to be attended by Authorized Representative and/or designee.
- Not use any harsh or abusive language or actions with GHRA directors, suppliers and employees.
- GHRA suppliers/vendors may have the right to terminate service or goods to a member if such member's behavior or actions are reported by the supplier/vendor as inappropriate/unacceptable or due non-compliance of applicable contractual terms.
- GHRA members must comply with all applicable GHRA warehouse policies as amended from time to time.

**Merchandising Program Requirements**

- GHRA members must comply, at all times, with the terms of all supplier agreements negotiated by GHRA on behalf of the members, including purchase of approved product(s) from GHRA-approved suppliers, adherence to GHRA-approved planograms, full execution of GHRA-approved promotional activity including promotional retail pricing to qualify for applicable funding.
- To the extent GHRA negotiates and enters into a vendor agreement for the benefit of membership, GHRA members must not then enter into separate or supplementary agreements with such vendor that adversely affect or undermine such GHRA level vendor agreement entered into by GHRA.
- Must purchase the minimum product per quarter (from GHRA approved supplier) based on terms of specific supplier's commercial marketing agreement (CMA) program to qualify for CMA funding.
- Must not purchase product marked "not for sale in US".
- Member option space in the walk-in cooler shall not exceed **15%** of total space available.
- Supplier CMA program terms must be met to qualify for cooler payment incentives.
- Promotional pricing for GHRA-negotiated promotional activity must be followed per the price point communicated on the printed signage provided, including the spanner, (3) posters, and additional required exterior signage as communicated in monthly *GHRA In Action* magazine.
- Unless otherwise authorized in writing, GHRA members must post interior and exterior promotional signage during the duration of the promotion in accordance with GHRA membership requirements.
- All members will have access to discounts to support warehouse promotional activity featured on required signage elements, in accordance with the GHRA Warehouse purchasing requirements.

**Benefits to GHRA Members**

- Access to proprietary programs
- Support of field staff, chefs and managers
  - Periodic in store member service support (see above)
- Opportunity to participate with various GHRA Brands, including Kudos, Big Madre, Game Day Chicken, XYZ Water
- Preferred Membership at Warehouse with Rebates
  - Receive on invoice Rebate: **5% for grocery, and non-cigarette tobacco 3%**
- Receive discounts on eligible purchases.
- Receive supplier rebates (where applicable)
- Receive one outdoor signage hardware kit (Spanner Board)
- Receive printed marketing materials (Spanner and Poster) monthly or on such frequency as determined by GHRA
- Automatically enrolled in members benefit program (Felony Assault)
- Representation in front of state and local governmental and regulatory bodies and agencies
- Support on regulatory issues
- Printed convenience store compliance signage

**Process of Non-Compliance**

If a member does not abide by GHRA's policies, including above-referenced policies, store will be considered in Non-Compliance. GHRA, with the approval of the Board of Directors, may apply, among others, the penalties below at its sole discretion.

**Penalties, Damages, and Suspension**

- **First Offense:** \$500 fine if not resolved within provided cure period
- **Second Offense:** Forfeiture of rebates for that particular quarter.
- **Third Offense:** Forfeiture of rebates for that quarter and termination of GHRA membership

- Repeat offenses within 180 days automatically escalates to 2<sup>nd</sup> or 3<sup>rd</sup> offense as determined by GHRA at its discretion

### **GHRA Signage Program**

- All GHRA members are required to have a sign unless prohibited by law or legal requirements.
- This sign system will consist of a permanent structure with a changeable message or insert, which will be available in one size as follows - 1½ feet high by 15 feet unless such size is modified for all members at GHRA's discretion. GHRA Spanner Board to be installed on the outside of the store above the main entrance.
- The purpose of this program is to provide an extra tool to member stores for the purpose of staying competitive and to advertise GHRA specials and promotions. **The signage structure shall be for the sole and exclusive use of GHRA approved inserts only.**
- All signage structure, installation of the structure and all inserts will be provided to member by GHRA free of charge at no risk or liability to GHRA, if a member executes GHRA's approved signage agreement. However, if a member defaults in its performance of obligations under such agreement or any other requirements of membership, then, in addition to any other available remedies, the defaulting member may be charged \$700 for the cost of the signage program.
- Multiple store owners, please note that each member store shall be subject to a requirement for a separate executed agreement.
- Each member shall be required to maintain sign structure and maintenance in good condition all the time and participate fully in the promotions and install inserts on a timely manner so that it does not adversely affect the remaining members and does not harm the success of such program or any promotion.

### **Agreement Regarding Participation in Outdoor Signage Program**

The undersigned member of the GHRA has agreed to participate in the GHRA Outdoor Signage Program and the Member agrees as follows:

- To install all signs provided by the GHRA or its vendor for the promotional advertising at the designated location on the premises at member's sole risk. All signage in the program shall remain at the designated location until further notice from the GHRA or the authorized vendor.
- All outdoor sign inserts shall remain installed for duration of 1 month or term of promotion whichever is less unless noted otherwise.
- All signage installed shall only be for the GHRA approved program and member shall ensure that all signs are in compliance with all applicable city, county, and/or other regulations and laws and any requirements of the member's lease or other agreements, if any. It is solely the responsibility of the Member and not GHRA to be aware of all laws, regulations, and agreements applicable to the Member and such Member's store and/or assets.
- Unless determined otherwise by GHRA, all signs and inserts that constitute part of GHRA's Outdoor Signage Program may be supplied to members without charge. In the event the member fails to comply with all the requirements imposed by GHRA or an applicable vendor, then GHRA may, at its sole discretion, charge the member all costs and expenses related to the sign and may also demand payment thereof from such member and/or deduct amounts from any disbursements or rebates applicable to such member.
- Member agrees to maintain the sign in good, working condition at member's own expense. Member agrees to change and/or install new inserts as and when needed by GHRA at member's expense.
- The undersigned member agrees that GHRA and its affiliates shall not be responsible for any problems, complaints, demands, liabilities, damages, losses, and expenses related to the signage (including the inserts and contents thereof), member's participation in the program, nor any failure of any vendor to perform their obligations to GHRA or to the individual member stores or members. The member hereby fully and unconditionally releases and indemnifies GHRA, its affiliated entities, and their respective officers, directors, employees, contractors, agents, and representatives from any liabilities, costs, damages, losses, and amounts of any kind arising out of or relating to the signage, signage content, signage inserts, signage installation, GHRA's Signage Program, and/or members' participation in the Signage Program.

### **Please select one:**

- I do have permission to install a 15ft spanner board.
- I do not have permission from city, landlord or authority to install GHRA spanner frame. (Provide documentation)
- I have a spanner board from previous member in good condition (provide current photograph).

This is to acknowledge that I have read the above membership requirements, rules and regulations and have agreed to accept and abide by such requirements, rules and regulations.

**Signature of Authorized Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CERTIFICATE OF CORPORATE RESOLUTION**

The undersigned Corporate Secretary of \_\_\_\_\_ (enter full legal name of entity), a \_\_\_\_\_ (enter state of entity formation) Corporation/Limited Liability Company/Limited Partnership (circle type of entity) (the "Company"), duly organized in its state of formation, and currently operating and in good standing under the laws of the State of Texas, hereby certifies that a duly called meeting of the Board of Directors (or equivalent governing body for an entity not organized as a corporation) of the Company was duly called and held on \_\_\_\_\_, 202\_\_ (enter date of board meeting). The undersigned further certifies that a quorum for such meeting was present and that the following resolutions were fully and unconditionally approved and adopted in accordance with applicable law and the governing documents (i.e., bylaws, company agreement, agreement of limited partnership, etc.) of the Company and are now in full force and effect:

"RESOLVED, that \_\_\_\_\_ (print full name of "Authorized Representative"), an authorized officer and owner/shareholder/member/partner of the Company is hereby (i) authorized to acquire and maintain a membership in the **GREATER HOUSTON RETAILERS COOPERATIVE ASSOCIATION, INC. ("GHRA")** and to pay all fees, deposits, dues and other amounts and execute any and all documents, agreements, and the instruments that are required by GHRA and that are otherwise required to perfect such membership and (ii) designated as the Company's "Authorized Representative" (as defined in the Bylaws, governing documents, and membership documents of GHRA) with respect to all GHRA matters relating to the Company; and further

RESOLVED, that the Company hereby confirms and represents to GHRA that (i) the above designated "Authorized Representative" of the Company meets all of the requirements to become an "Authorized Representative" of the Company, as set forth in GHRA's Bylaws, governing documents, and membership requirements, and shall undertake (and has agreed to undertake) all of the responsibilities of an "Authorized Representative" of the Company with respect to all GHRA matters and (ii) the owners/shareholders/members/partners of the Company have reviewed, approved, and ratified in full the above resolutions in accordance with applicable law and the governing documents of the Company."

IN WITNESS WHEREOF, I, the undersigned Corporate Secretary of the Company, hereby confirm and certify the above to GHRA and hereunto set my hand as the Corporate Secretary of the said Company on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Signature of Corporate Secretary: \_\_\_\_\_

Printed Name of Corporate Secretary: \_\_\_\_\_

**FINANCIAL INFORMATION & REBATE CONSENT**

I, \_\_\_\_\_ (Full Name of Authorized Representative), the Authorized Representative of \_\_\_\_\_ (Entity Name) consent to receive and/or obtain any and all Financials and related communications electronically. Except as noted below or otherwise at GHRA’s discretion, I understand that financials and related communications will not be furnished on paper. I represent that I have the necessary hardware and software to access the GHRA secured member portal.

**GHRA REBATE SCHEDULE**

I understand that I must be a GHRA member in good standing for the full quarter and must be in compliance with GHRA guidelines and programs, in order to be eligible for rebates, cooler, shelving or any other allowance.

<b>QUARTERS</b>	<b>MONTHS IN EACH QUARTER</b>	<b>ACH PAYMENT</b>
<b>1<sup>ST</sup></b>	<b>1<sup>st</sup> January to 31<sup>st</sup> March</b>	<b>20<sup>th</sup> May</b>
<b>2<sup>ND</sup></b>	<b>1<sup>st</sup> April to 30<sup>th</sup> June</b>	<b>20<sup>th</sup> August</b>
<b>3<sup>RD</sup></b>	<b>1<sup>st</sup> July to 30<sup>th</sup> September</b>	<b>20<sup>th</sup> November</b>
<b>4<sup>TH</sup></b>	<b>1<sup>st</sup> October to 31<sup>st</sup> December</b>	<b>25<sup>th</sup> February</b>

Complete GHRA membership application (with all required documents and fees) must be submitted at least three weeks before the new quarter starts in order to give proper time for application approval and processing.

Vendors may take approximately three to four weeks to add your new GHRA # in their database. Please communicate with the contact person on the vendor list, which is available on GHRA secured member portal.

**Important Notice:**

1. To access and retain the communications electronically, you will need a device capable of connecting to the internet with a browser compatible with our site. For your browser, we recommend you to use Google Chrome. You will also need Adobe Acrobat to view and read documents in PDF format.
2. IRS Form 1099 will remain available electronically for one year.
3. You may obtain a paper copy of the electronic information by printing it from your computer.
4. You may request a paper copy of any record made available to you electronically. A paper copy of your statement is available upon request at the GHRA office.

**I certify that I have read this agreement and my signature indicates my understanding and consent.**

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

GREATER HOUSTON RETAILERS COOPERATIVE ASSOCIATION, INC.  
12790 SOUTH KIRKWOOD ROAD, STAFFORD, TX 77477  
OFFICE: 844-777-GHRA (4472) FAX: 281-295-5399

**AUTHORIZATION FORM FOR AUTOMATIC DEPOSITS (ACH CREDITS/DEBITS)**

ACH INFO FOR: (PLEASE CHECK ONE BOX)		
GHRA CORPORATE <input type="checkbox"/>	GHRA WAREHOUSE <input type="checkbox"/>	BOTH <input type="checkbox"/>

\_\_\_\_\_  
GHRA Member Company Name / DBA Name

\_\_\_\_\_  
GHRA Number

\_\_\_\_\_  
Store Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Email Address

I \_\_\_\_\_, hereby authorize Greater Houston Retailers Cooperative Association, Inc. and its  
*(Authorize Representative Name)*  
affiliated entities and subsidiaries (collectively referred to hereinafter as "GHRA") to initiate and/or complete credit entries and to initiate and/or complete, if deemed necessary by GHRA, debit entries and adjustments for any credit entries in error to my account listed and the depository named below, hereinafter called "DEPOSITORY", to credit and/or debit the same to such account.

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Branch Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Transit/ABA Number

\_\_\_\_\_  
Account Number

This authority is to remain in full force and effect until GHRA has received express written notification from the above GHRA member of its termination in such time and in such manner as to afford GHRA and DEPOSITORY a reasonable opportunity to act on it.

\_\_\_\_\_  
Printed Full Name of Authorized Representative

\_\_\_\_\_  
Texas Driver's License #

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Staple Void Check here of your Corporation/Entity / DBA**

*Please do not attach a personal check or a check copy. Only original check will be accepted.*

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

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

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person	Date
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## 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](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# 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" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>												
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico												
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%;"></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: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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
--	-------	------

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

## **GHRA NEW STORE POLICY**

### NEW BUILT, REMODELED OR UNDER CONSTRUCTION, (NOT OPENED BUT ARE READY TO OPEN)

- Normal Application Process will be followed
- Application is subject to approval by the Board of Directors.
- Once the application is approved, member must open the store within 30 days.
- Temporary GHRA # will be assigned for 30 days only

Following actions will be taken if the store is **NOT** open for business within 30 days

- Membership will be canceled
- \$400.00 membership fees will be forfeited
- Vendors will be informed of the cancellation
- Application and document copies will not be returned to the member

If the store is ready to open for business

- Within 30 days member must inform GHRA office of the store opening, GHRA member services team will re-visit the store, take pictures, verify the information, and will prepare a report to submit to Membership Department

## **AUTHORIZATION LETTER FOR NEW MEMBER ORIENTATION**

### **Select any one option**

I authorize my manager \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
to act on my behalf, for New Member Orientation at the above store location. I understand that I will always be liable for fulfilling the requirements of the GHRA governing documents, policies, guidelines, regulations and duties.

*This document does not authorize any voting rights, changing or modifying of any membership information, or substituting any of the duties related to authorized representative or officer.*

I will be available to participate for orientation at the above store location.

Note: Please see the Member Application Document (between lines 12 and 13) for additional information on the "Authorized Representative" of a Member.

**I certify that I have read this agreement and my signature indicates my understanding and consent.**

**Signature of Authorized Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorization for Contributions towards Sponsorships**

GHRA, in collaboration with its members, actively partners with global organizations like AKDN. In addition, GHRA is committed to supporting local organizations that positively impact the communities where we live and work. To further this mission, GHRA has established partnerships with the following agencies to advance their important causes:

Your participation in this initiative through a contribution is entirely optional, and your choice is greatly valued.

The sponsorship contributions are allocated as follows:

**AGA KHAN DEVELOPMENT NETWORK (AKDN)**

***Please Select One***

YES, I would like to contribute \$100 or More \$ \_\_\_\_\_ toward sponsorship.

NO, I do not wish to contribute

**HOUSTON FOOD BANK (HFB)**

***Please Select One***

YES, I would like to contribute \$10 or More \$ \_\_\_\_\_ toward sponsorship.

NO, I do not wish to contribute

*GHRA will deduct contribution amount annually from your (Member) 3rd quarter rebate check for this cause. Members have the flexibility to adjust their contribution amounts during the renewal process each year. GHRA sincerely appreciates the continued support and involvement of its members in this meaningful initiative.*

The undersigned GHRA member hereby authorizes GHRA to make a deduction and disbursement from member's rebate check for the 3rd Quarter for the above contributions, if any, designated by the member.

Printed Full Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Information on the organization GHRA is partnering**

**AGA KHAN DEVELOPMENT NETWORK (AKDN)**

GHRA and its members, consistently demonstrates its support for AKDN by actively contributing to their cause annually. The AKDN is committed to tackling the underlying causes of poverty through the promotion of innovative solutions in vital areas such as health, education, rural development, civil society, and the environment.

**HOUSTON FOOD BANK**

The Houston Food Bank is a prominent non-profit organization based in Houston, Texas, dedicated to addressing food insecurity in the region. It plays a vital role in distributing food and other essential resources to individuals and families in need. Established in 1982, the Houston Food Bank has grown into one of the largest food banks in the United States.

A **\$10** contribution to the Houston Food Bank can have a meaningful impact on fighting hunger in the community. With \$10, the Houston Food Bank can provide approximately 30 meals to individuals and families facing food insecurity.

**GREATER HOUSTON RETAILER ALLIANCE WAREHOUSE AND DISTRIBUTION, LLC  
7110 BELLERIVE DRIVE, HOUSTON, TX 77036**

**WAREHOUSE APPLICATION**

**MEMBER INFORMATION**

Company Name: \_\_\_\_\_ Business Name: (DBA) \_\_\_\_\_

**DELIVERY SETUP**

Would you like to set up your account for delivery?  Yes  No

**CARDHOLDERS**

I authorize the following primary and secondary cardholders to transact on this account and I will be responsible for all transactions based on the usage of these cards. Primary holder must contact GHRA Warehouse to deactivate any card(s), when necessary, to prevent unauthorized use.

Primary: \_\_\_\_\_ ID # \_\_\_\_\_

Secondary: \_\_\_\_\_ ID # \_\_\_\_\_

Secondary: \_\_\_\_\_ ID # \_\_\_\_\_

**ACKNOWLEDGEMENT**

I, the purchaser, acknowledge and agree to the following: (1) I understand that this document is for application purposes only, but upon approval by Greater Houston Retailer Alliance Warehouse and Distribution, LLC (GHRAWD), shall become the binding Agreement between the parties; (2) My acceptance of this membership constitutes my agreement to comply with all GHRA Warehouse Membership Terms and Conditions; (3) I understand that these Membership Terms and Conditions may be amended from time to time without notice; (4) That interest not to exceed the maximum rate the law allows will be charged on all past due balances that exceed the terms specified by GHRAWD; (5) That in the event of non-payment or insufficient payment of my account that GHRAWD will immediately stop shipping; and if the account is referred to an attorney or collection agency, I will pay all cost of collection including reasonable attorney's fees; (6) When paying GHRAWD, if my payment is dishonored or returned for any reason, I expressly authorize GHRAWD to electronically debit my account for the amounts of the payment plus a processing fee not to exceed \$35.00, and my initiation of payment for goods received constitutes acceptance of this agreement and its terms; (7) In the event GHRAWD should have a draft returned, GHRAWD will require a Cashier's Check or Wire Transfer to cover the returned item; (8) Until the guaranteed funds are received in GHRAWD's office, the account shall be placed on hold and orders will not be processed; (9) GHRAWD reserves the right to modify the terms of the account in the event of a returned payment; (10) That if the type of ownership, or any of its principals, of the business changes from that listed above or elsewhere, I will still be held liable for all debts and obligations incurred in connection with my request. I will notify GHRAWD by certified mail of any change(s) to the ownership or business; (11) That if additional stores or locations are added at my request, the terms and obligations of this agreement will extend to those accounts or additional locations; (12) That only Corporate Officers, Division Managers, or the Credit Managers of GHRAWD have the authority to modify in writing the terms of this agreement; (13) That Purchaser's credit terms will be stated on the GHRAWD invoice, and Purchaser fully understands that any time Purchaser is not within credit terms, all credit privileges will be null and void and terms will revert to payment prior to or at time of delivery, at GHRAWD's sole discretion, and interest will be accrued on all unpaid balances; (14) I understand that the above information is given for the purpose of obtaining credit information and I certify that the above information is complete and accurate as of the date of this application; (15) That an electronic version of this document shall suffice as an original and shall have the same binding effects as an original; (16) I authorize you to contact these references and for them to release any financial information that you require; (17) I agree that this contract is performable and all bills payable in connection therewith in Houston, Harris County, Texas; (18) This contract shall be governed by the laws of the State of Texas; (19) I agree and consent that the court of the State of Texas for Harris County or any Federal District Court having jurisdiction in that county shall have jurisdiction and shall be the proper location for the determination of any disputes arising under this contract and any amounts due; and (20) I waive trial by jury in any action between us.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**INDIVIDUAL PERSONAL GUARANTY**

For all sales made to the below mentioned Entity, the undersigned hereby personally guarantees, absolutely, unconditionally and irrevocably, the payment upon demand of all liabilities, indebtedness and obligations, hereafter arising, of

\_\_\_\_\_  
(Company Name followed by DBA Name)

(referred to in this page as "Entity"), to Greater Houston Retailer Alliance Warehouse and Distribution LLC (herein after referred to as "GHRA Warehouse") whenever the Entity fails to fulfill such liabilities, indebtedness and/or obligations.

- 1) This Guaranty shall be enforceable by GHRA Warehouse without prior resort to any demands, possessory remedies or proceedings for collection of any nature against the Entity. The liability of the undersigned shall not be affected by any extension, compromise, modification, release or discharge of any of the indebtedness, whether by operation of law or otherwise, or by any change in the form of the indebtedness or by any modification of the terms of sale made by the parties thereto.
- 2) Notice of the acceptance of the Guaranty, notices of demand, delivery of material, protest, nonpayment, nonperformance and notice of the amount of the indebtedness outstanding at any time are expressly waived.
- 3) GHRA Warehouse shall be entitled to recover from the undersigned all costs incurred in connection with the enforcement of this guaranty, including but not limited to reasonable attorney's fees.
- 4) This Contract of Guaranty is performable and payable in Houston, Harris County, Texas. This guaranty shall be governed by the laws of the State of Texas. I agree and consent that the Court of the State of Texas for Harris County or any Federal District Court having jurisdiction in that county shall have jurisdiction and shall be the proper location for the determination of any disputes arising under this guaranty and any amounts due. I waive trial by jury in any action between us. If this is a corporate guaranty, it is authorized by the Board of Directors.

\_\_\_\_\_  
Signature of Authorized Representative / Guarantor

\_\_\_\_\_  
Date

Printed Name of Authorized Representative / Guarantor: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Witness

\_\_\_\_\_  
Date

Printed Name of Witness: \_\_\_\_\_

## GREATER HOUSTON RETAILER ALLIANCE WAREHOUSE AND DISTRIBUTION, LLC

### PRIVILEGES AND CONDITIONS OF WAREHOUSE BUSINESS SHOPPING MEMBERSHIP

Thank you for your interest in obtaining a business wholesale shopping membership with Greater Houston Retailer Alliance Warehouse and Distribution, LLC (referred to herein as “GHRA Warehouse and Distribution Center” and/or “GHRA Warehouse”). Your business shopping membership will permit you to purchase products for business and resale use (with applicable resale documentation) from the warehouse facility of GHRA Warehouse and Distribution Center located at 7110 Bellerive, Houston, Texas 77036 (the “Warehouse Facility”). If approved by GHRA Warehouse, your business shopping membership is valid for a period of twelve (12) consecutive months beginning on the date of membership approval. All shopping memberships must be renewed annually and will be subject to approval by GHRA Warehouse. Currently, the annual fee to obtain a business membership to purchase products at the Warehouse Facility is \$0 for GHRA Members. We look forward to serving you as a business shopping member of GHRA Warehouse and Distribution Center’s Warehouse Facility. Please review the following for additional information on the privileges, terms, and conditions applicable to all business memberships to shop at the Warehouse Facility:

- GHRA Warehouse and Distribution Center reserves the right to refuse shopping membership to any applicant and shopping membership is revocable by GHRA Warehouse and Distribution Center at any time without cause.
- Shopping memberships are subject to all policies, guidelines, rules, and regulations adopted by GHRA Warehouse and Distribution Center, including any amendments or modifications to them from time to time without notice.
- Shopping membership is available to all qualifying owners/operators of businesses that are at least eighteen (18) years of age or older.
- A shopping membership includes a business shopping card for your business that may be utilized only by the authorized shopping member at the GHRA Warehouse and Distribution Center’s Warehouse Facility. To be valid, a membership shopping card must have an assigned card number and a photograph of the authorized shopping member.
- A GHRA Warehouse shopping membership (including all membership shopping cards) may not be transferred, sold, assigned, or otherwise utilized by any person or entity besides the authorized shopping member approved by GHRA Warehouse and Distribution Center. Shopping membership may be terminated, and shopping cards may be revoked at the discretion of GHRA Warehouse and Distribution Center. Shopping cards remain the property of GHRA Warehouse and Distribution Center at all times and must be immediately returned to GHRA Warehouse and Distribution Center upon termination or revocation of shopping membership or upon request.
- The shopping membership fee is for one continuous twelve (12) month period from the date of enrollment of the authorized shopping member. You will be requested to show your membership shopping card when entering the Warehouse Facility and when checking out at the register.
- There is a limit of one (1) business shopping membership per approved business member which may only be utilized by the authorized shopping member for the approved business.
- An authorized shopping member may bring up to two (2) guests in the Warehouse Facility during a shopping trip, however, only the authorized shopping member may purchase items or otherwise transact. Shirts and shoes are required. Authorized shopping members are responsible for their guests and their actions, including, without limitation, any theft or items opened or damaged. GHRA Warehouse reserves the right to inspect any bag, backpack, container, etc. at any time during a visit. GHRA Warehouse policy prohibits firearms to be brought into the Warehouse Facility, except in the case of authorized law enforcement officers. No smoking is allowed inside the Warehouse Facility. Tobacco and liquor sales cannot be made to minors.
- Renewal notices will be sent by mail each year and the then applicable renewal fees and any required information will be due no later than the last day of the month your membership expires. You may remit your renewal fee at the Warehouse Facility. You will not receive a new Shopping Card each year.
- GHRA Warehouse and Distribution Center accepts cash, business checks, credit cards (MasterCard, Visa, Discover, and American Express), and debit/ATM cards. Delivery of products from GHRA Warehouse and Distribution Center require a preauthorized EFT payment. GHRA Warehouse and Distribution Center does not accept manufacturer’s discount coupons or other retail establishment discount coupons. Business checks must be preprinted from the business company’s business checking account with the company name, address, and phone number, and must be written in the exact amount the purchase and signed by an authorized company representative. Photo ID and approval by a Warehouse supervisor or manager may be required. The authorized shopping member and the business company guarantee payment on all purchases made with a business check. In the event a business check is returned by the bank or is otherwise not paid, the authorized shopping member and/or the business company will make good the face amount of the check upon demand, plus a service charge and any other expenses or fees incurred. If any legal action is brought by or on behalf of GHRA Warehouse and Distribution Center to collect payment on a check, to enforce its rules, regulations and policies, or for any other reason, the authorized shopping member and the business company will be jointly and severally liable for all damages, fees, costs, attorney’s fees, and collection amounts.
- The authorized shopping member and the business company agree to pay GHRA Warehouse and Distribution Center any sales, excise, use or ad valorem tax that is imposed on the sales price of the items purchased. The authorized shopping member and the business company agree that in the event they fail to pay GHRA Warehouse and Distribution Center such tax, they will hold GHRA Warehouse and Distribution Center harmless and indemnify GHRA Warehouse and Distribution Center from any claim, loss, assessment or expense arising due to such non-payment. In addition, GHRA Warehouse shopping membership will be subject to immediate forfeiture. If any merchandise is being purchased for resale, the authorized shopping member shall have a valid resale license number on file with GHRA Warehouse and shall notify the cashier prior to recording the sale on the cash register. Such declaration, and the products purchased thereunder, shall be recorded on a “Certificate for Resale.” Sales tax will not be charged at the time of purchase only on those products the authorized shopping member states are specifically for resale; all other products subject to tax will be deemed taxable. In the event any product that was purchased for resale (tax free) is subsequently consumed or used in any manner which creates or imposes a sale or use tax, the authorized shopping member agrees to report and pay to the proper taxing authority any tax due, including penalties and interest.
- GHRA Warehouse and Distribution Center shopping membership is not an investment and no investment return or appreciation on such membership shall be permitted. GHRA Warehouse and Distribution Center shopping membership is merely provided to permit the

authorized shopping member to purchase items at the Warehouse Facility. The undersigned authorized shopping member has always clearly understood and hereby acknowledges and agrees that any membership fee or other amounts paid to GHRA Warehouse and Distribution Center were not an investment of any kind but merely fees paid to be permitted to shop at the Warehouse Facility. The authorized shopping member has always clearly understood and hereby acknowledges and agrees that GHRA Warehouse and Distribution Center shopping membership does not constitute any type of equity or ownership of GHRA Warehouse and Distribution Center or the Warehouse Facility. The authorized shopping member has also always clearly understood and hereby acknowledges that such authorized shopping member shall never receive, at any time, any profit distributions, capital/membership interest appreciation, rights to transfer or sell membership, or any other benefits typically enjoyed by a stockholder in a corporation or owner of "securities" (as defined pursuant to United State Securities Laws, including under the Securities Act of 1933 as amended and the Securities Exchange Act of 1934 as amended). The authorized shopping member clearly understands and hereby acknowledges and agrees that the payment of the annual membership fee does not constitute an "investment contract" nor a scheme involving the investment of money in a common enterprise with profits to come solely from the efforts of others. In addition, GHRA Warehouse and Distribution Center shopping membership does not provide or constitute membership or ownership in Greater Houston Retailers Cooperative Association, Inc. ("GHRA Cooperative") nor does it provide any privilege or right to transact with GHRA Cooperative. GHRA Cooperative is a separate entity from GHRA Warehouse and Distribution Center and does not operate GHRA Warehouse and Distribution Center, including the Warehouse Facility.

- GHRA Warehouse and Distribution Center, GHRA Cooperative, and any of their respective officers, directors, employees, members, agents and representatives shall not be liable to the authorized shopping member, such member's business, or to any other party for (i) any injury or harm to person or damage to property or otherwise caused in connection with or that is otherwise directly or indirectly related to the authorized shopping member's GHRA Warehouse shopping membership or purchases at or through GHRA Warehouse and Distribution Center's Warehouse Facility, (ii) any loss, damage or injury that may be occasioned by or through the acts or omissions of any persons whatsoever or by or through the operations of GHRA Warehouse and Distribution Center or its affiliated entities, or (iii) any direct, indirect, incidental, consequential, punitive or special damages whatsoever arising from or related to the authorized shopping member's membership at the Warehouse Facility or purchases or transactions at or through GHRA Warehouse and Distribution Center's Warehouse Facility.
- The authorized shopping member and such member's business company agree to jointly and severally indemnify and hold harmless GHRA Warehouse and Distribution Center, GHRA Cooperative and their respective officers, directors, employees, members, agents and representatives, from and against any and all claims, causes of action, demands, suits, liabilities, losses, penalties, and/or actions asserted by any person or party, individually or through any representative, including all costs, attorney's fees, damages or expenses resulting or allegedly resulting or arising, directly or indirectly, from the authorized shopping member's membership at the Warehouse Facility or purchases or transactions at or through the Warehouse Facility.
- This GHRA Warehouse shopping membership, this membership application and agreement, including the privileges and conditions of Warehouse business shopping membership shall be governed by, construed under, and enforced in accordance with the internal laws of the state of Texas, without reference to conflicts of laws. The authorized shopping member and such member's business company consent to jurisdiction and venue in the state and federal courts of Harris County, Texas.

I hereby agree and understand that:

1. All the information that I have provided as part of my GHRA Warehouse and Distribution Center business shopping membership application and agreement is accurate.
2. The conditions, terms, policies, guidelines, rules and regulations of GHRA Warehouse and Distribution Center applicable to shopping memberships, including those set forth above, are part of this membership application and agreement and are binding on the undersigned authorized shopping member and such member's business company.

Company Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

