

LLC's choose their tax election

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name  
*Savita LLC (Limited Liability Company)*

Business name, if different from above  
*Crofton Bestway*

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
*112 E Main Street*

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)  
Kentucky Lottery Corporation  
1011 West Main Street  
Louisville, KY 40202-2623

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

OR

Employer identification number

*61-2233445*

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**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 on page 4.)

Sign Here Signature of U.S. person *Signature* Date *Date*

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

## Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.





Rep:
Retailer # (Assigned by KLC)

## RETAILER LICENSE AGREEMENT

This Retailer License Agreement is executed by and between SAVITA LLC doing business as CROFTON BESTWAY (“Retailer”) and the Kentucky Lottery Corporation (the “KLC”), pursuant to the Retailer License Application (the “Application”) submitted to the KLC by Retailer.

### 1. Grant of License; Incorporation by Reference

Retailer is hereby licensed to sell such lottery products as the KLC may approve from time to time

- (a) in consideration of the Retailer’s promise in this Retailer License Agreement, and
- (b) in reliance upon Retailer’s representations in the Application.

Retailer represents and warrants that there has been no change in the information supplied to the KLC in the Application.

This Agreement is subject to, and Retailer agrees to comply with and be bound by, all provisions of KRS Chapter 154A, all provisions of 203 KAR 3:030 (the “Retailer Administrative Regulation”), the Application, the Retailer Handbook, all other applicable laws and regulations governing the KLC, including the Americans with Disabilities Act, and the rules, practices and procedures of the KLC regarding retailers and the sale of lottery products, as the same may be amended from time to time, all of which are incorporated herein by reference in their entirety and are hereinafter, together with this Retailer License Agreement, collectively referred to as the “Agreement.”

Retailer acknowledges that the Agreement sets forth a summary of only certain of the rights, obligations and remedies of the KLC and Retailer, and hereby acknowledges receipt of: KRS Chapter 154A, 203 KAR 3:030 (the Retailer Administrative Regulation), and the Retailer Handbook.

### 2. Term

Unless earlier terminated by the terms of this agreement or as provided by law, this Agreement shall be in effect for one (1) year and shall automatically renew for additional successive one-year terms, not to exceed four years from the date the Retailer License Agreement was signed by the KLC. This Agreement shall be subject to relicensing by the KLC upon satisfactory completion of all requirements placed by the KLC on such relicensing. The KLC may temporarily extend in writing this Agreement to permit completion of the prerequisites to relicensing, if in the best interest of the KLC

### 3. Age Restriction on Sales and Prize Payments and Responsible Gaming

Retailer will neither sell lottery products to nor redeem prizes for any person under eighteen (18) years of age. Retailer will monitor any vending machines and player-activated terminals to ensure that individuals under eighteen (18) years of age do not purchase lottery products. Retailer will display, and replenish as needed, brochures on compulsive gambling with the 1-800-GAMBLERS hot line number in the Lottery Play

Center or another prominent location. Retailer will train all employees that handle lottery products in the Play Responsibly Program & KLC's Minors Awareness Program.

#### **4. Retail Location; Changes in Ownership and Location**

The license to sell lottery products issued to Retailer in conjunction with this Agreement (the "License") is limited to the sale of products from the retail location or locations identified in the Application (and under other circumstances subject to the express prior written approval of the KLC), and to sale of Lottery products by the entity identified as Retailer in the Application with the "Owners" as defined and identified in the Application.

#### **5. Vending Machine Program Specifications**

KLC vending machines may be provided at no charge to Retailer if Retailer's customer counts and store set-ups warrant the use of vending machines, provided that Retailer shall be in full compliance with this License Agreement, the KLC Retailer Regulations, the requirements and responsibilities for vending machines set forth in this Section, and all other rules, regulations and requirements as may be established by the KLC.

In the event Retailer is provided with vending machine(s), all vending machines must be placed inside Retailer's store, between the front door and the cash register, and must be visible at all times from a staffed work area, so as to maximize ticket sales and ensure that minors are not permitted to purchase tickets from the vending machines. Retailer is not authorized to move vending machine(s) without prior notification of and approval by the KLC, and is not authorized to alter or modify vending machine(s). Retailer is further responsible for:

- maintaining total sales from each vending machine at or above \$1,000 per week;
- loading the machine regularly to prevent "Out of Stock" issues;
- maintaining an average "Out of Stock" of less than 10%;
- following the KLC's recommended Plan-O-Gram;
- providing a grounded 110 volt receptacle within 10 feet of the vending machine;
- paying for repairs due to retailer neglect or customer abuse;
- providing keys to service technician during retailer's business hours for repairs and maintenance; and
- receiving prior KLC approval for placement of any non-lottery materials on vending machine.

Any vending machine may be removed from Retailer by the KLC at any time, with or without cause, and for reasons including, but not limited to, failure by the Retailer to comply with the requirements summarized in the responsibilities listed in this Section.

#### **6. Breach of Agreement**

Retailer shall be deemed to breach this Agreement upon failure to meet any of the requirements or criteria set out in KRS Chapter 154A, in the Retailer Administrative Regulation, or in this Agreement.

#### **7. Remedies Upon Breach of Agreement**

Upon breach of this Agreement by Retailer, the KLC may, at its sole discretion and in addition to all other remedies the KLC may have at law or in equity, on a temporary or permanent basis, (a) discontinue operation of and, if deemed appropriate, remove any property of the KLC; (b) bill Retailer immediately for all instant products (c) suspend Retailer's right to sell one or more types of lottery products; and (d) terminate this

Agreement and the License. Election of any one remedy shall not preclude election of any other remedy, and delay or failure of the KLC to exercise any remedy with respect to any one breach shall not constitute a waiver of the KLC's right to exercise any remedy with respect to that or any subsequent breach.

## **8. Termination of Agreement**

This Agreement, and the License issued in connection herewith, shall terminate on the earlier of (a) four years from the date of execution of this Agreement by the KLC; (b) any change in Owners, change in the retail location, or change in the type of business of Retailer without prior notice to the KLC; (c) termination of this Agreement by the KLC for cause; (d) thirty (30) days after notice of termination by the KLC without cause; and (e) voluntary termination by Retailer with 30 days' notice, unless otherwise agreed by the KLC, all as more specifically described in the Retailer Administrative Regulation.

## **9. Release and Indemnification**

Retailer hereby agrees to release, indemnify and hold harmless the KLC, its officers, directors, employees and agents, and the Commonwealth of Kentucky, its elected officials, employees and agents (the "Released Parties"), from and against any and all loss, claims, damages, expenses and costs (including court costs and costs and fees of attorneys of the indemnified party's choice) arising out of or resulting from any and all acts or omissions of Retailer, its Owners, Employees or Agents whether or not such acts or omissions are related to Retailer's sale of Lottery products. Without limiting the foregoing, Retailer releases the Released Parties from any and all claims (including claims for lost revenue) that may arise out of a cessation, interruption, suspension, failure of or defects in the operation of the KLC's products, games, or related sales, Lottery equipment and supplies, or any other service supplied by the KLC, regardless of the reasons.

## **10. Payment of Interest, Costs of Collection and Litigation Costs**

It is agreed that any amounts of money due and owing to the KLC by Retailer under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date due until paid in full. Should the KLC seek and obtain a judgment against Retailer for the payment of any sums, such sums shall thereafter bear interest at the rate of twelve percent (12%) per annum from the date of judgment until paid in full. In addition, Retailer agrees to pay all costs and expenses incurred by the KLC in connection with the collection of all overdue amounts and any other breach of this Agreement by Retailer, including, without limitation, all legal fees, court costs and other expenses of outside counsel, all fees and expenses of outside collection agencies, all fees and expenses of the Kentucky Department of Revenue and all administrative fees imposed on account of non-sufficient fund returns to the KLC.

## **11. Survival**

All obligations of Retailer to the KLC shall survive termination of this Agreement and the Retailer License.

**12. Applicable Law and Venue**

This Agreement and all matters related to it shall be governed by and interpreted under the laws of the Commonwealth of Kentucky. Any matter arising under this Agreement shall be brought in a court of competent jurisdiction in accordance with KRS 154A.090.

SAVITA LLC

(Legal Name of Retail Business)

CROFTON BESTWAY

(Assumed Name of Business)

\_\_\_\_\_  
(State of Formation)

I hereby certify that I am authorized to sign this agreement on behalf of the retailer.

**BY:** \_\_\_\_\_

(Name)

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(For partnerships, attach additional Signature Page to Agreement. Each partner must sign.)

**KLC USE ONLY**

KENTUCKY LOTTERY CORPORATION  
1011 WEST MAIN STREET  
LOUISVILLE, KY 40202-2623

BY: NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

DATE: \_\_\_\_\_





# APPLICATION FOR RETAILER LICENSE

FOR KLC USE ONLY	Retailer No. _____
Date received by Region: _____	Sales Representative No. <u>615</u>

### 1. Business Information:

Legal Name of Business: SAVITA LLC

DBA or Other Name(s) by Which Business is Known: CROFTON BESTWAY

Address of Sales Location: 112 E. MAIN STREET

City: CROFTON State: KY Zip: 42217 County: \_\_\_\_\_

Sales Location Phone Number: 270-424-5244 Sales Location Fax Number: \_\_\_\_\_

Federal Employer I.D. Number: \_\_\_\_\_

KY Sales Tax Number: \_\_\_\_\_

Business Mailing Address (if different): 112 E. MAIN STREET

City: CROFTON State: KY Zip: 42217 County: \_\_\_\_\_

Business Phone Number: -- Business Fax Number: 0

*Please complete the Electronic Funds Transfer Authorization (Attachment A).*

### 2. Legal Form of Business (Check one)\*

Sole Proprietorship       Partnership       Corporation

Limited Liability Company (LLC)

If LLC, indicate tax treatment (check one): \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation

Other (Specify) \_\_\_\_\_

*\*Each Owner, Partner, Member, Managing Member of LLC, Officer, Director or Shareholder (for publicly-traded corporations, shareholders of at least 5%), must complete the Personal Data Sheet (Attachment B).*

State of Incorporation, Formation of Partnership, or LLC: \_\_\_\_\_

*If LLC or Corporation, Applicant must be registered and in good standing with the Kentucky Secretary of State.*

### 3. Type of Business (check one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Grocery Store/Market     | <input type="checkbox"/> Service Station     | <input type="checkbox"/> Bar/Tavern/Pub         |
| <input type="checkbox"/> Convenient Store and Gas | <input type="checkbox"/> Drug Store          | <input type="checkbox"/> Fraternal Organization |
| <input type="checkbox"/> Convenient Store W/O Gas | <input type="checkbox"/> Restaurant/Lounge   | <input type="checkbox"/> Bowling Centers        |
| <input type="checkbox"/> Liquor Store             | <input type="checkbox"/> General Merchandise | <input type="checkbox"/> Other (Specify below)  |

\_\_\_\_\_

4. Application is for (check one):

- New Retailer or Relicensing of Existing Retailer
- New Owner(s) of Existing Retailer (Proof of Conveyance required)
- Partial Change in Ownership of Existing Retailer (Proof of Conveyance required)
- Change in Location of Existing Retailer

Provide one of the following for Proof of Conveyance: (1) Bill of Sale; (2) executed closing documents; (3) Lease; or (4) other proof required by the KLC.

5. Certifications of Applicant

PURSUANT TO KRS 154A.400 AND 202 KAR 3:030, THE APPLICANT SHALL NOTIFY THE KLC, IN WRITING, OF ANY CHANGE IN THE INFORMATION PROVIDED IN THIS APPLICATION, THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF THE CHANGE.

BY SIGNING THIS APPLICATION, APPLICANT AGREES TO FULLY COMPLY WITH APPLICABLE LAWS, RULES AND REGULATIONS OF THE UNITED STATES, INCLUDING THE AMERICANS WITH DISABILITIES ACT, THE COMMONWEALTH OF KENTUCKY AND ITS POLITICAL SUBDIVISIONS, INCLUDING KRS CHAPTER 154A AND THE ADMINISTRATIVE REGULATIONS IN 202 KAR CHAPTER 3, THE RETAILER HANDBOOK, AND WITH ALL POLICIES, PROCEDURES, RULES, DIRECTIVES, AND INSTRUCTIONS OF THE KENTUCKY LOTTERY CORPORATION (HEREAFTER "KLC"), INCLUDING THE LICENSING DOCUMENTS, ALL AS MAY BE AMENDED.

I hereby certify that I am authorized to sign this application on behalf of the Applicant.

Note: Submission does not indicate acceptance of the Retailer Application by the KLC.

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Authorized Owner, Officer, Member or Partner)

EMAIL ADDRESS (if available): \_\_\_\_\_

If you need assistance completing this Application, please call the Licensing Department at (502) 560-1782 or send an email to [Licensing@kylottery.com](mailto:Licensing@kylottery.com).



### Electronic Funds Transfer (EFT) Authorization

- 1) Business Name: SAVITA LLC
- 2) Bank Name: \_\_\_\_\_  
 Branch: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  

City
State
Zip Code
- 3) EFT BANK ROUTING NUMBER: \_\_\_\_\_
- 4) ACCOUNT NUMBER: \_\_\_\_\_
- 5) Type of Account:    \_\_\_\_\_ Checking    \_\_\_\_\_ Savings

MUST ATTACH VOIDED CHECK OR  
DEPOSIT SLIP  
HERE

The Kentucky Lottery is hereby authorized to initiate debit and credit entries to this account. I hereby certify that this account is in an institution insured by the Federal Deposit Insurance Corporation or Federal Savings and Loan Insurance Corporation. I further certify that I am authorized to sign this EFT Authorization on behalf of the Applicant.

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
*(Authorized Owner, Officer, Member or Partner)*



CONFIDENTIAL

ATTACHMENT B

Retailer No. \_\_\_\_\_

PERSONAL DATA SHEET

To be completed by each Owner, Partner, Member, Managing Member of LLC, Officer, Director or Shareholder (for publicly-traded corporations, shareholders of at least 5%). Please print all requested information.

Name: GIRISH A PANCHAL
First Middle Maiden Last

Home Address: 128 BEAVER CREEK DR. PORTLAND TN 37148
Street City State Zip County of Residence

Date of Birth: Social Security Number:

Primary Phone Number: ( ) Secondary Phone Number: ( )

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

Position held within Retailer Business:

- Scle Proprietor Partner LLC Corporation (check all that apply)
Member Officer
Managing Member Director
Shareholder

Check only if applies: Guarantor (Please proceed to last paragraph)

IMPORTANT - Please answer ALL the following questions:

- Have you ever been convicted of a felony in any jurisdiction?
Are you, or any business which you have a financial interest, a vendor of supplies or services to the KLC, or an employee or agent of any such vendor?
Have you ever been convicted of any gambling related offense in any jurisdiction?
Do you reside in the same household as an employee of the KLC?
Have you filed for bankruptcy or similar relief within the past ten (10) years, or has a bankruptcy, receivership or similar proceeding ever been filed against you in the past ten (10) years)?
Have you knowingly made a false statement of a material fact, or omitted to make a statement, the omission of which is materially misleading to the KLC?
Are you delinquent in filings or payments due to the Commonwealth of Kentucky, the federal government, and any taxing subdivision where you will sell lottery products?

IF YOU HAVE ANSWERED YES TO ANY OF THE QUESTIONS ABOVE, PROVIDE AN EXPLANATION ON PAGE 2 OF THIS PERSONAL DATA SHEET.

I hereby certify that the information I have provided above is true and complete. I hereby authorize any person or entity, public or private, having any information concerning my background, including but not limited to, criminal history, tax records, motor vehicle records, credit reports, and state and/or federal agency records, to release such information to the KLC, including any authorized agent or employee of the KLC, in connection with this application for a Kentucky Lottery retailer license. I hereby release and discharge any such person or entity providing this information and the KLC from any liability whatsoever that may be incurred in releasing this information to or using this information by the KLC. This authorization shall be valid in original, fax, copied form, or via electronic submission. I further authorize, intend and understand that this Authorization to release information shall continue and remain in full force and effect at all times during the retailer contract, including renewal periods until such time as I notify the KLC, in writing, that this authorization is revoked.

Signature: Date:

