

Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION  
WORLD OF BEER, INC.**

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**ARTICLES OF INCORPORATION  
OF  
WORLD OF BEER, INC.**

The undersigned incorporator hereby executes these Articles of Incorporation for the purpose of forming a corporation for profit in accordance with the laws of the State of Florida.

**ARTICLE 1**

**Name**

The name of this corporation shall be:

WORLD OF BEER, INC.

**ARTICLE 2**

**Principal Office and Mailing Address**

The address of the principal office and the mailing address of this corporation shall be:

10910 Sheldon Rd.  
Tampa, FL 33626

**ARTICLE 3**

**Capital Stock**

a. **Authorized Capitalization.** The total number of shares of capital stock authorized to be issued by this Corporation shall be:

1,000,000 shares of Voting Common Stock (the "Voting Common Stock"), without par value; and

1,000,000 shares of Nonvoting Common Stock (the "Nonvoting Common Stock"), without par value.

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b. Payment for Stock. The consideration for the issuance of said shares of capital stock may be paid, in whole or in part, in cash, in promissory notes, in other property (tangible or intangible), in labor or services actually performed for this corporation, in promises to perform services in the future evidenced by a written contract, or in other benefits to this corporation at a fair valuation to be fixed by the Board of Directors. When issued, all shares of stock shall be fully paid and nonassessable.

c. Voting. The entire voting power of this Corporation shall be vested in the Voting Common Stock. Subject to any agreement among the Corporation's stockholders to the contrary, each share of Voting Common Stock shall entitle the holder thereof to one vote at each meeting of the stockholders of this Corporation. Except as otherwise provided by law, holders of the Nonvoting Common Stock shall not be entitled to any voting rights by virtue of such ownership. There shall be no cumulative voting in the election of directors.

d. Dividends. Any dividends are to be shared among the holders of shares of outstanding Voting Common Stock and Nonvoting Common Stock on a share for share basis.

e. Preferences in the Event of Liquidation. Upon the liquidation, dissolution or winding up of the business of this Corporation, whether voluntary or involuntary, the balance of any cash or assets remaining shall be distributed pro rata among the holders of the outstanding Voting Common Stock and the holders of the outstanding Nonvoting Common Stock on a share for share basis.

#### ARTICLE 4

##### Registered Office and Registered Agent

The initial registered office of this corporation shall be located at 2907 Bay to Bay Blvd., Suite 201, Tampa, Florida 33629, and the initial registered agent of this corporation at such office shall be Thomas P. McNamara. This corporation shall have the right to change such registered agent and such registered office from time to time, as provided by law.

#### ARTICLE 5

##### Board of Directors

The Board of Directors of this corporation shall consist of a number of directors to be fixed from time to time by the stockholders or the bylaws. The business and affairs of this corporation shall be managed by the Board of Directors, which may exercise all such powers of this corporation and do all such lawful acts and things as are not by law directed or required to be exercised or done only by the stockholders.

**ARTICLE 6**

**Initial Board of Directors**

The initial Board of Directors of this corporation shall consist of five members, such members to hold office until their successors have been duly elected and qualify. The names and street addresses of the initial directors are:

<b><u>Name</u></b>	<b><u>Address</u></b>
Paul E. Avery	10910 Sheldon Road Tampa, Florida 33626
Chris Kelsch	10910 Sheldon Road Tampa, Florida 33626
Matthew L. LaFon	10910 Sheldon Road Tampa, Florida 33626
Benjamin P. Novello	10910 Sheldon Road Tampa, Florida 33626
James R. Pollard	10910 Sheldon Road Tampa, Florida 33626
Scott D. Zepp	10910 Sheldon Road Tampa, Florida 33626

**ARTICLE 7**

**Incorporator**

The name and street address of the incorporator making these Articles of Incorporation are:

<b><u>Name</u></b>	<b><u>Address</u></b>
Thomas P. McNamara	2907 Bay to Bay Boulevard Suite 201 Tampa, Florida 33629

**ARTICLE 8**

**Purposes and Duration**

The general purpose for which this corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Business Corporation Act of the State of Florida, and any amendments thereto, and in connection therewith, this corporation shall have and may exercise any and all powers conferred from time to time by law upon corporations formed under such Act. The existence of this corporation shall commence on December 26, 2014 pursuant to Section 607.0203(1), F.S. and its existence shall be perpetual.

**ARTICLE 9**

**Bylaws**

The power to adopt the bylaws of this corporation, to alter, amend or repeal the bylaws, or to adopt new bylaws, shall be vested in the Board of Directors of this corporation.

**ARTICLE 10**

**Amendment of Articles of Incorporation**

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are subject to this reservation.

**ARTICLE 11**

**Preemptive Rights**

a. Each Shareholder has a preemptive right to purchase a portion of any New Securities that are sold or issued by the corporation to anyone, as provided below in this Article 11 (the "Preemptive Right"). The existence, exercise, waiver, and expiration of the Preemptive Right will be determined exclusively by the provisions of this Article 11. The Preemptive Right of each Shareholder will terminate and cease to apply to a sale or issuance of New Securities, if and when the corporation completes an initial public offering of equity securities that is registered with the United States Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, or any federal law that is enacted in substitution for that Act.

b. For purposes of this Article 11, the following defined terms have the respective meanings attributed to them:

**"Eligible Shareholder"** means a Shareholder on the record date for a sale or issuance of New Securities.

**"Exercise Notice"** means a written notice to the corporation from a Shareholder of the exercise of its Preemptive Right with respect to New Securities that states (i) the amount of New Securities that the Eligible Shareholder elects to purchase (not to exceed the Shareholder's Preemptive Share), (ii) the amount (if any) of New Securities that the Eligible Shareholder desires to purchase pursuant to the over-allotment option provided in clause d. below, and (iii) its unconditional agreement to purchase the amount specified in the Exercise Notice of each kind and class of the New Securities at the price and on the terms for the sale or issuance of the New Securities that are specified in the Preemptive Right Notice to Eligible Shareholders and subject to all the provisions of this Article 11 that apply to the exercise of the Preemptive Right of the Eligible Shareholder.

**"Exercise Period"** means the period of time for the exercise of a Preemptive Right by an Eligible Shareholder and, as to any particular sale or issuance of New Securities, is the 20-day period following the Eligible Shareholder's receipt of the Preemptive Rights Notice pertaining to the sale or issuance of the New Securities.

**"New Securities"** means any of the following securities of the corporation, whether or not currently authorized for issuance, that are sold or issued by the corporation:

- (i) Any Securities;
- (ii) Any rights, options, or warrants to acquire, purchase, or subscribe for Securities; and
- (iii) Any bonds, notes, debentures, or other debt securities that are convertible into, or exchangeable for, Securities;

but excludes any of the foregoing securities that are authorized and sold or issued by the corporation in any of the following transactions:

- (iv) The sale and issuance of securities pursuant to the exercise of an option, warrant, or right to acquire or purchase Securities that was previously issued in compliance with the Preemptive Right of the Shareholders;
- (v) The sale or issuance of any of the securities described in clauses (i), (ii), and (iii) above in connection with a merger, consolidation, exchange offer, reorganization, or other business combination

involving the corporation or any direct or indirect subsidiary of the corporation;

- (vi) The sale or issuance of any Securities in exchange for, or pursuant to the conversion of, any bonds, notes, debentures, or other debt or equity securities that are convertible into, or exchangeable for, Securities and were previously issued in compliance with the Preemptive Right of the Shareholders;
- (vii) The issuance of any of the securities described in clauses (i), (ii), and (iii) above as full or partial consideration for the acquisition by the corporation or any direct or indirect subsidiary of the corporation of any assets, business, properties, or equity interests of another person, whether pursuant to a sale, lease, merger, spin-off, foreclosure, dissolution, bankruptcy, liquidation, consolidation, tender offer, share exchange, reorganization, recapitalization, or other transaction;
- (viii) The sale and issuance of any of the securities described in clauses (i), (ii), and (iii) above pursuant to a public offering that is registered with the United States Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, or any federal law that is enacted in substitution for that Act;
- (ix) The issuance of any of the securities described in clauses (i), (ii), and (iii) above pursuant to a split-up, combination, reorganization, recapitalization, pro rata distribution, or similar transaction in which the securities are issued pro rata to all the Shareholders in proportion to their ownership of the capital stock of the corporation;
- (x) The sale, grant, or issuance to employees, consultants, and service providers of the corporation or any direct or indirect subsidiary of the corporation, or to persons or entities in connection with their becoming employees, consultants, or service providers of the corporation or any direct or indirect subsidiary of the corporation, of Securities, or rights, options, or warrants to acquire, purchase, or subscribe for Securities, whether or not pursuant to a bonus, option, purchase, incentive, appreciation, deferred compensation, or other compensatory benefit plan or contract, but in any case not to exceed in the aggregate nine percent of the outstanding capital stock of the corporation on a fully-diluted basis; and
- (xi) The sale or issuance of any of the securities described in clauses (i), (ii), and (iii) above in connection with a joint venture, strategic alliance, or other commercial relationship with any person or entity (including suppliers and strategic partners of the corporation or any

direct or indirect subsidiary of the corporation) relating to the operation of the business of the corporation or any direct or indirect subsidiary of the corporation and not for the primary purpose of raising capital.

**"Preemptive Purchaser"** means an Eligible Shareholder who delivers an Exercise Notice to the corporation during the Offering Period to exercise a Preemptive Right to purchase New Securities.

**"Preemptive Right Notice"** means a written notice from the corporation to Eligible Shareholders regarding a sale or issuance of New Securities that: (i) describes in reasonable detail the kind, class, and amount of New Securities to be sold, issued, or offered for sale or issuance, the purchase price and payment terms for the New Securities, and the reason for the sale or issuance of the New Securities; (ii) indicates the Board of Directors' good-faith determination of the fair market value of any non-cash consideration that will be paid for any of the New Securities by a Transaction Purchaser; (iii) sets forth the number and class of outstanding shares of the corporation as of the record date for sale or issuance of the New Securities; (iv) states the Preemptive Share of the New Securities of each Eligible Shareholder; (v) is accompanied by a current list of all the Shareholders and the number and class of shares owned by each Shareholder; and (vi) offers to sell to each Eligible Shareholder its Preemptive Share of each kind and class of New Securities to be sold, issued, or offered for sale or issuance.

**"Preemptive Share"** means the percentage of any New Securities that an Eligible Shareholder is entitled to purchase pursuant to its Preemptive Right and is the number of shares owned by the Eligible Shareholder on the record date for the sale or issuance of the New Securities as a percentage of all the issued and outstanding shares of the corporation on that record date.

**"Securities"** means any voting or nonvoting capital stock, including without limitation common stock and preferred stock of the corporation.

**"Shareholder"** means a shareholder of the corporation who owns voting or non-voting common stock of the corporation.

**"Transaction Purchaser"** means a person or entity, other than an Eligible Shareholder, to whom the corporation proposes to sell, issue, or offer for sale or issuance any New Securities.

The record date for a sale or issuance of New Securities will be the record date for the transaction that is established by the Board of Directors of the corporation, which must not be later than the day before the New Securities are sold or issued, or, if the Board of Directors does not establish a record date for the transaction, the day when the Board of Directors authorizes the sale or issuance of the New Securities.



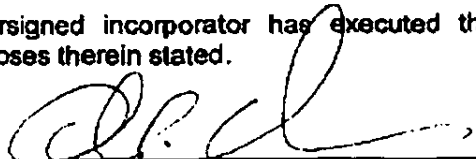
c. If the corporation authorizes a sale or issuance of any New Securities, the corporation shall offer to sell and issue to each Eligible Shareholder the Shareholder's Preemptive Share of the New Securities (subject to adjustment to avoid the issuance of fractional shares or other securities) at the most favorable price that the New Securities will be sold or issued to Transaction Purchasers by delivering to the Eligible Shareholders a Preemptive Right Notice. To exercise its Preemptive Right, each Eligible Shareholder shall deliver to the corporation an Exercise Notice before the expiration of the Exercise Period. An Eligible Shareholder may exercise its Preemptive Right as to all or any portion of its Preemptive Share of the New Securities. An Eligible Shareholder who fails for any reason to deliver to the corporation before the expiration of the Exercise Period an Exercise Notice and full payment for the New Securities that the Eligible Shareholder elects to purchase will be deemed to have waived its Preemptive Right to purchase any of the New Securities that are described in the applicable Preemptive Right Notice. The Preemptive Right Notice will be effective and "received" by an Eligible Shareholder when it is received by the Shareholder, if it is hand delivered to the Shareholder by an officer of the corporation, on the day after it is delivered to the Shareholder, if it is delivered to the Shareholder by commercial courier, or on the fifth day after it is postmarked by the United States Postal Service, if it is delivered to the Shareholder by first class, postage-prepaid, return receipt requested, certified United States mail (whether or not registered, and regardless of whether a return receipt is actually received) to the address of the Shareholder reflected on the books and records of the corporation. If Transaction Purchasers will be required to purchase other securities of the corporation in connection with the purchase of the New Securities, a Preemptive Purchaser also shall purchase pursuant to the exercise of its Preemptive Right the same kinds and classes of the other securities, at the same price, in the same proportion (relative to its purchase of New Securities), and on the same terms and conditions as Transaction Purchasers. Each Preemptive Purchaser also shall execute all agreements pertaining to the purchase of the New Securities (and any other securities offered in tandem with them) that the corporation may request, so long as the requested agreements are substantially identical in form and substance to the agreements to be executed by Transaction Purchasers. The purchase price for all New Securities to be sold or issued to a Preemptive Purchaser will be payable in cash by wire transfer of immediately available funds to an account designated by the corporation.

d. If any Eligible Shareholder does not elect to purchase its entire Preemptive Share of New Securities that are the subject of a Preemptive Right Notice, each Eligible Shareholder who fully exercises its Preemptive Right to purchase its entire Preemptive Share of the New Securities will have an over-allotment option to purchase all or any portion of the balance of the Preemptive Share of the New Securities of each Eligible Shareholder that did not fully exercise its Preemptive Right. An Eligible Shareholder who elects to purchase its entire Preemptive Share of the New Securities shall state in its Exercise Notice the amount (if any) of New Securities that the Shareholder desires to purchase pursuant to the over-allotment option. If the over-allotment is over-subscribed, the remaining New Securities will be apportioned among the Preemptive Purchasers who validly exercised their over-allotment options, pro rata according to the ratio of (a) the number of shares of the corporation owned on the record date for the sale or issuance of

the New Securities by each Preemptive Purchaser who exercised an over-allotment option to (b) the total number of shares of the corporation that were owned on that date by all the Preemptive Purchasers who validly exercised their over-allotment options, except that no Preemptive Purchaser will be allocated more than the amount of New Securities specified in its Exercise Notice.

During the period of 180, continuous, calendar days after the expiration of the Exercise Period, the corporation may sell, issue, and offer to sell and issue to the Transaction Purchasers any of the New Securities that were described in the Preemptive Rights Notice for the sale or issuance of the New Securities and were not subscribed for purchase by Eligible Shareholders pursuant to their Preemptive Right. The terms of the offering (including the consideration) must be the same or no more favorable to each Transaction Purchaser than the terms on which the New Securities were offered to the Eligible Shareholders. Any offer or issuance of the New Securities that is made or accepted by the corporation after the expiration of the 180-day offering period or on different or more favorable terms (including less or different consideration) will be subject again to the Preemptive Right of the Shareholders. The closing of the purchase of New Securities by a Preemptive Purchaser will occur concurrently with the closing of the sale or issuance of the New Securities to the Transaction Purchasers.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation for the uses and purposes therein stated.

  
THOMAS P. MCNAMARA

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RECORDED & INDEXED  
DIVISION OF CORPORATIONS & SECURITIES  
STATE OF CALIFORNIA

**ACCEPTANCE OF SERVICE AS REGISTERED AGENT**

The undersigned, Thomas P. McNamara, having been named as registered agent to accept service of process for the above-named corporation at the registered office designated in the Articles of Incorporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of such position.

DATED this 29 day of December, 2014.



THOMAS P. MCNAMARA

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OFFICE OF THE REGISTERED AGENT  
DIVISION OF CORPORATIONS & BUSINESS SERVICES  
STATE OF CONNECTICUT