

L15 0000050084

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TALLAHASSEE, FL

SEP 2 8 2020

STATEMENT OF AUTHORITY

Pursuant to section 605.0302(1), Florida Statutes, this limited liability company submits the following statement of authority:

NAME OF LLC: LIST DISTILLERY LLC

FLORIDA LLC DOCUMENT NUMBER: L15000050084

PRINCIPAL OFFICE ADDRESS: 3680 EVANS AVENUE, STE A, FORT MYERS, FL 33901

MANAGER: ANDREW OLIVER

Below is the authority given to ANDREW OLIVER, Manager of the above-named LLC per Article 7 of the Restated Operating Agreement dated June 30, 2020:

SECTION 1: Certain Powers of Manager. Subject to the limitations below in Section 2 for "Major Decisions," the Managers shall each have the power and authority, on behalf of the Company:

- a. To enter into, make and perform contracts, agreements and other undertakings binding the Company for less than six months that may be necessary, appropriate or advisable in furtherance of the purposes of the Company;
- b. To collect funds due to the Company;
- c. To purchase liability and other insurance to protect the Company's property and business;
- d. To hold and own any real and/or personal properties in the name of the Company;
- e. To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments;
- f. To execute on behalf of the Company all instruments and documents, including, without limitation: checks; drafts; notes and other negotiable instruments; mortgages, or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; operating agreements of other limited liability companies; and any other instruments or documents necessary, in the reasonable opinion of the Manager, to the business of the Company;
- g. To employ from time to time persons, firms or companies for the operation and management of various aspects of the Company's business, including, without limitation,

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managing agents, officers, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Manager shall determine, notwithstanding the fact that the Manager or any Member may have a financial interest in such firms or companies.

h. To enter into any and all other agreements on behalf of the Company, with any other Person or Entity for any purpose, in such forms as the Manager may approve.

i. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

j. To compel employees of the Company to deliver to the Manager copies of any financial information on the Company that has been prepared by the Company;

k. Unless authorized to do so by this Operating Agreement or by a Manager or Manager of the Company, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniary for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

SECTION 2: Major Decisions. Notwithstanding any delegation of authority, the Managers shall not take any action with respect to any of the matters enumerated below (the "Major Decisions") without the unanimous authorization and written approval of the Members:

- a. Create, incur, assume, refinance, extend, modify or otherwise become liable with respect to any obligation for borrowed money, issue any bonds, debentures, notes or other evidences of indebtedness for the Company (save for extensions of the credit line with PNC Bank which in aggregate do not exceed US\$50,000) ;
- b. Enter into any transaction or business relationship, contracts, agreements or other undertakings, including new private label contracts, binding the Company for six months or longer;
- c. Enter into or termination of any material transaction or business relationship, contracts, arrangement, agreements or other undertakings, with any Member or Manager including any agreement to waive any breach of their obligations to the Company;
- d. Enter into, terminating or withdrawing from any material partnership, distribution arrangement, consortium, joint venture or other unincorporated association or merging or amalgamating with any other person;
- e. Enter into any agreement or arrangement outside the ordinary course of trading of the Company or other than on arms' length terms.

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- f. Entering into any onerous or unusual contract or any other material or long term contract (that is, one which is incapable of being fully performed within 6 months).
- g. Enter into any transaction, expenditure or business relationship, contracts or agreement ("Obligations") that obligates the Company to spend \$75,000.00 (gross) or more or enter into any series of related Obligations in any rolling 30 day period that obliges the Company to spend in aggregate are in excess of \$150,000 (gross);
- h. Pledge, mortgage, hypothecate or otherwise encumber any of the Company's assets;
- i. Declare or pay any distributions with respect to the Member's capital, or apply any of the Company's property or assets to the repayment of any contributions of the Members capital (although the Members acknowledge that a pre-sale distribution is anticipated to be made and the terms under which that may be undertaken are set out in the Sellout Agreement between the Members);
- j. Commence, join in or settle any claim, action, suit or proceeding by, against or involving the Company;
- k. Sell, lease, transfer or dispose of all or any material portion of the Company's assets or property (including intellectual property) in a single or series of transactions other than inventory sold in the ordinary course of business to a bona fide third party on arms' length terms;
- l. Any decision to pursue any business opportunity not directly and centrally related to Purpose of the Company;
- m. The admission of any new equity holder or other member of the Company except as expressly authorized by this Agreement;
- n. Issue any additional Interests to any Member;
- o. The redemption or repurchase of any Membership Interests in the Company except as expressly authorized by this Agreement;
- p. Amend this Agreement or amend in any material respect, or waive any material rights in, any agreement the entering into of which was a Major Decision;
- q. Engage in business combination transactions, including any merger or enter into any joint venture, distribution arrangement, partnership or profit-sharing arrangement with any person;
- r. Make any distributions of property in kind by the Company;

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- s. Consent to, or file for any Bankruptcy, custodianship, receivership or trusteeship of the Company or make a general assignment for the benefit of creditors of the Company;
- t. Take any action to convert the Company to a different form of entity;
- u. Alter any of the Company's accounting policies or principals;
- v. Alter the Company's accounting reference date;
- w. Appoint or remove auditors of the Company;
- x. Take any action to dissolve the Company;
- y. Select a person to act as liquidator of the Company;
- z. Approve the expense and/or compensation of any liquidator appointed;
- aa. Do any act which would make it impossible to carry on the business of the Company.

LIST DISTILLERY, LLC;

By: DocuSigned by:
Thomas Fahnemann
800c1e0b449345c 7/30/2020

THOMAS FAHNEMANN, MGR

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