### MAVERICK WINE KEGS, LLC

## **OPERATING AGREEMENT**

## **RECITALS**

THIS OPERATING AGREEMENT (this "<u>Agreement</u>") of MAVERICK WINE ON TAP, LLC (the "<u>Company</u>") is entered into as of February 26, 2015 by the Members listed on Schedule B hereto as amended from time to time (the "Members") and the Company.

WHEREAS, the Company has been formed as a limited liability company pursuant to the Act (as defined below) by the filing of the Articles of Organization (as defined below).

### **AGREEMENT**

NOW, THEREFORE, the Members agree with the Company as follows:

#### 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

"Act" shall mean the Kentucky Limited Liability Company Act of the Commonwealth of Kentucky as amended and in effect from time to time.

"Affiliate" shall mean, with respect to any specified Person, any Person that directly or through one or more intermediaries controls or is controlled by or is under common control with the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall mean this Operating Agreement of the Company, as amended from time to time.

"Articles of Organization" shall mean the Articles of Organization of the Company filed with the Secretary of State of the Commonwealth of Kentucky on February 26, 2015, and any and all amendments thereto and restatements thereof filed on behalf of the Company as permitted hereunder with the office of the Secretary of State of the Commonwealth of Kentucky.

"<u>Capital Contribution</u>" shall mean the amount of cash and the fair market value of any other property contributed to the Company with respect to the Interest held by a Member.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future federal tax law.

"Company" shall mean the limited liability company formed under and pursuant to the Act and this Agreement.

"<u>Distribution</u>" shall mean the amount of cash and the fair market value of any other property distributed in respect of a Member's Interest in the Company.

"<u>Fiscal Year</u>" shall mean the fiscal year of the Company which shall end on December 31 in each year or on such other date in each year as the Manager shall otherwise elect or as required by the Code.

"Indemnified Party" is defined in Section 10.1.

"Initial Members" is defined in the introductory paragraph.

"Interest" shall mean the entire interest of a Member in a capital and profits of the Company, including the right of the Member to any and all benefits to which the Member may be entitled as provided in this Agreement, together with the obligations of the Member to comply with all the terms and provisions of this Agreement.

"<u>Member</u>" shall mean the Person listed as Member on the signature page to the Agreement and any other Person that both acquires an Interest in the Company and is admitted to the Company as a Member pursuant to this Agreement.

"<u>Person</u>" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership, or any other legal entity.

"<u>Unit Notice</u>" is defined in Section 7.2.

"<u>Units</u>" are a measure of a Member's Interest in the Company.

## 2. FORMATION AND PURPOSE

- 2.1. <u>Formation, etc.</u> The Company was formed as a limited liability company pursuant to the Act by the filing of the Articles of Organization. The rights, duties and liabilities of the Members and the Manager shall be determined pursuant to the Act and this Agreement. To the extent that such rights, duties or obligations are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. By execution hereof, each Initial Member is admitted as a member of the Company and shall acquire a limited liability interest in the Company.
- 2.2. <u>Name</u>. The name of the Company is Maverick Wine Kegs, LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Manager deems appropriate or advisable. The Manager shall file, or shall cause to be filed, any fictitious name certificates and similar filings, and any amendments thereto, that the Manager considers appropriate or advisable.
- 2.3. <u>Registered Office/Agent</u>. The registered agent of the Company in the Commonwealth of Kentucky pursuant to the Act shall initially be Rachel Adams. The address of the registered agent of the Company pursuant to the Act shall initially be 6118 Sweetbay Drive, Crestwood, KY 40014. The Company may, upon compliance with the applicable provisions of

the Act, change its registered office or registered agent from time to time in the discretion of the Manager.

- 2.4. <u>Term.</u> The term of the Company shall continue indefinitely unless sooner terminated as provided herein. The existence of the Company as a separate legal entity shall continue until its existence shall cease as provided in the Act.
- 2.5. <u>Purpose</u>. The purpose and business of the Company shall be to engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business, and to do any and all acts and things which may be necessary or incidental to the foregoing, the promotion or conduct of the business of the Company or the maintenance and improvement of its property.
- 2.6. <u>Specific Powers</u>. Without limiting the generality of Section 2.5, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 2.5, including, but not limited to, the power:
  - (a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any country, state, territory, district or other jurisdiction, whether domestic or foreign;
  - (b) To maintain an office or offices in such place or places as the Manager shall reasonably determine and in connection therewith to rent or acquire office space, engage personnel and do such other acts and things as may be reasonably necessary or advisable in connection with the maintenance of such office, and on behalf of and in the name of the Company to pay and incur reasonable expenses and obligations for legal, accounting, consultative and advisory services, and other reasonable expenses including, without limitation, taxes, travel, insurance, rent, supplies, interest, salaries and wages of employees, and all other reasonable costs and expenses incident to the operation of the Company;
  - (c) To form and own one or more partnerships, limited liability companies, corporations or trusts, provided that no entity so formed may do directly or indirectly what the Company is prohibited by this Agreement from doing;
  - (d) to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer or dispose of any real or personal property;
  - (e) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, perform and carry out and take any other action with respect to contracts or agreements of any kind, including without limitation leases, licenses, guarantees and other contracts for the benefit of or with any Member or any Affiliate of any Member, without regard to whether such contracts may be deemed necessary, convenient to, or incidental to the accomplishment of the purposes of the Company;

- (f) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies, or individuals or other Persons or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;
- (g) to lend money, to invest and reinvest its funds, and to accept real and personal property for the payment of funds so loaned or invested;
- (h) to borrow money and issue evidence of indebtedness, and to secure the same by a mortgage, pledge, security interest or other lien on the assets of the Company;
- (i) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company;
- (j) to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;
- (k) to appoint employees, officers, agents and representatives of the Company, and define their duties and fix their compensation;
- (l) to indemnify any Person in accordance with the Act and this Agreement;
  - (m) to cease its activities; and
- (n) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.
- 2.7. <u>Foreign Qualification</u>. The Manager is authorized to execute, deliver and file any certificates or documents necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.
- 2.8. <u>Principal Office</u>. The principal executive office of the Company shall be located at such place within or without the Commonwealth of Kentucky as the Manager shall establish. The Manager may establish and maintain such additional offices and places of business of the Company, either within or without the Commonwealth of Kentucky, as the Manager deems appropriate.

## 3. MEMBER; CAPITAL CONTRIBUTIONS

3.1. Member. The name of each Member is listed on Schedule B hereto.

- 3.2. <u>Capital Contributions</u>. The Members may make Capital Contributions to the Company for such purposes, at such times and in such amounts as shall be determined by the Manager and such Member; <u>provided</u>, <u>however</u>, that no Member shall be obligated to make any Capital Contributions.
- 3.3. Return of Capital Contributions. No Member shall have the right to demand a return of all or any part of the Member's Capital Contributions, and any return of the Capital Contributions of a Member shall be made solely from the assets of the Company and only in accordance with the terms of this Agreement. No interest shall be paid to a Member with respect to the Member's Capital Contributions.
- 3.4 <u>Additional Members</u>. The Manager may admit additional persons as Members from time to time for such Capital Contributions as the Manager shall determine and issue Units for such Capital Contributions.

## 4. STATUS AND RIGHTS OF THE MEMBER

- 4.1. <u>Limited Liability</u>. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members, the Manager nor any other Indemnified Party shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, the Manager or an Indemnified Party. All Persons dealing with the Company shall look solely to the assets of the Company for the payment of the debts, obligations or liabilities of the Company.
- 4.2. Return of Distributions of Capital. Except as otherwise expressly required by law, no Member, in the Member's capacity as such, shall have any liability either to the Company or any of its creditors in excess of (a) the amount of its Capital Contributions actually made, (b) any assets and undistributed profits of the Company and (c) to the extent required by law, the amount of any distributions wrongfully distributed to the Member. Except as required by law or a court of competent jurisdiction, no Member or shareholder, member, partner or equity holder of a Member shall be obligated by this Agreement to return any Distribution to the Company or pay the amount of any Distribution for the account of the Company or to any creditor of the Company. The amount of any Distribution returned to the Company by or on behalf of a Member or paid by or on behalf of a Member for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member.
- 4.3. <u>No Management or Control</u>. No Member, in its capacity as such (other than in its capacity as a Manager), shall take part in or interfere in any manner with the management of the business and affairs of the Company or have any right or authority to act for or bind the Company.

## 5. ALLOCATIONS; DISTRIBUTIONS

5.1. <u>Allocations</u>. All of the Company's profits and losses shall be allocated to the Members in proportion to their relation ownership of Units. No Distributions shall be made to the Members until all indebtedness of the Company to the Manager has been paid in full.

- 5.2. <u>Distributions</u>. Subject to the requirements of the Act, the amount and timing of all Distributions shall be determined by the Manager. Distributions may be made in cash, securities or other property. All Distributions shall be made to the Members in proportion to their relative ownership of Units. No Distributions shall be made to the Members until all indebtedness of the Company to the Manager has been paid in full.
- 5.3. <u>Withholding</u>. Each Member hereby authorizes the Company to withhold and pay over any withholding or other taxes payable by the Company as a result of the Member's status as a Member hereunder.

#### 6. MANAGEMENT

- 6.1. <u>Management</u>. The business of the Company shall be managed by the Manager.
- 6.2. Authority of the Manager. Except as otherwise expressly provided in this Agreement, the Manager shall have the exclusive power and authority to manage the business and affairs of the Company and to make all decisions with respect thereto. Except as otherwise expressly provided in this Agreement, the Manager or Persons designated by the Manager, including officers and agents appointed by the Manager, shall be the only Persons authorized to execute documents which shall be binding on the Company. To the fullest extent permitted by Kentucky law, and except as otherwise expressly provided in this Agreement, the Manager shall have the power to do any and all acts, statutory or otherwise, with respect to the Company which would otherwise be possessed by the Members under the laws of the Commonwealth of Kentucky and no Member, in his or her capacity as such (other than in its capacity as a Manager), shall have any power whatsoever with respect to the management of the business and affairs of the Company; provided, however, that the consent of the Members shall be required to effect mergers and conversions with other Persons. The power and authority granted to the Manager hereunder shall include all those necessary or convenient for the furtherance of the purposes of the Company and shall include the power to make all decisions with regard to the management, operations, assets, financing and capitalization of the Company, including without limitation, the power and authority to undertake and make decisions concerning: (a) hiring and firing of employees, attorneys, accountants, brokers, investment bankers and other advisors and consultants, (b) entering into of leases for real or personal property, (c) opening of bank and other deposit accounts and operations thereunder, (d) purchasing, constructing, improving, developing and maintaining of real property, (e) purchasing of insurance, goods, supplies, equipment, materials and other personal property, (f) borrowing of money, obtaining of credit, issuance of notes, debentures, securities, equity or other interests of or in the Company and securing of the obligations undertaken in connection therewith with mortgages on and security interests in all or any portion of the real or personal property of the Company, (g) making of investments in or the acquisition of securities of any Person, (h) giving of guarantees and indemnities, (i) entering into of contracts or agreements whether in the ordinary course of business or otherwise, (j) mergers with (subject to the required consent of the Member described in the preceding sentence) or acquisitions of other Persons, (k) the sale or lease of all or any portion of the assets of the Company, (1) forming subsidiaries or joint ventures, (m) compromising, arbitrating, adjusting and litigating claims in favor of or against the Company and

- (n) all other acts or activities necessary or desirable for the carrying out of the purposes of the Company including those referred to in Section 2.5.
- 6.3 <u>Appointment of Manager</u>. The appointment of the Manager shall be made, and any removal of the Manager shall be carried out, by a writing signed by the Members holding all of the outstanding Units. Any such appointment or removal shall be effective upon execution of such writing. The initial Manager shall be Rachel Adams.
- 6.4 <u>Tenure</u>. The Manager shall, unless otherwise provided by law, hold office until such individual is removed, becomes disabled or resigns or dies. The Manager may be removed by the Members holding all of the outstanding Units, at any time without giving any reason for such removal. The Manager may resign by written notice to the Company which resignation shall not require acceptance and, unless otherwise specified in the resignation notice, shall be effective upon receipt by the Company. A vacancy in the position of the Manager shall be filled by the Members as provided in Section 6.3 above.
- 6.5 <u>Interested Transactions</u>. No contract or transaction between the Company and the Manager or any officers of the Company, or between the Company and any other limited liability company, partnership, association, or other organization in which one or more of the Manager or any officers of the Company are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, if:
- (a) The material facts as to such Manager's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Manager (or if the relationship involves the Manager, to the others Members) and the Manager or the other Members, as applicable, in good faith authorizes the contract or transaction; or
  - (b) The contract or transaction is fair as to the Company.
- 6.6 Reliance by Third Parties. Any Person dealing with the Company may rely upon a certificate signed by the Manager as to: (a) the identity of the Member or the Manager, (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or the Manager or are in any other manner germane to the affairs of the Company, (c) the Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company, (d) the authorization of any action taken by or on behalf of the Company by the Member, the Manager or any officer or agent acting on behalf of the Company or (e) any act or failure to act by the Company or the Manager or as to any other matter whatsoever involving the Company.
- 6.7 Officers: Agents. The Manager shall have the power to appoint officers or agents to act for the Company with such titles, if any, as the Manager deems appropriate and to delegate to such officers or agents such of the powers as are granted to the Manager hereunder, including the power to execute documents on behalf of the Company, as the Manager may in the Manager's sole discretion determine. The officers or agents so appointed may include persons holding titles such as Chairman, Chief Executive Officer, Chief Operating Officer, President, Chief Financial Officer, Executive Vice President, Senior Vice President, Vice President, Assistant Vice President, Treasurer, Controller, Secretary or Assistant Secretary. An officer may

be removed at any time with or without cause. The officers of the Company as of the date hereof are set forth on Schedule A. Unless the authority of the agent designated as the officer in question is limited in the document appointing such officer or is otherwise specified by the Manager, any officer so appointed shall have the same authority to act for the Company as a corresponding officer of a Kentucky corporation would have to act for a corporation in the absence of a specific delegation of authority and all deeds, leases, transfers, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the Company may be signed by the Chairman, if any, any Chief Executive Officer, President, a Vice President (including any Assistant Vice President) or the Chief Financial Officer, Treasurer, Controller, Secretary or Assistant Secretary at the time in office. The Manager, in the Manager's sole discretion, may by vote or resolution of the Manager ratify any act previously taken by an officer or agent acting on behalf of the Company.

## 7. UNITS; REGISTRATION AND TRANSFER OF INTERESTS

- 7.1. <u>Units</u>. The Interest of the Members shall be divided into 1,000 Units. The Manager may issue additional Units to any Person in respect of Capital Contributions upon admission of such Person as a Member.
- 7.2. <u>Unit Notices; Registration</u>. Each Member shall be entitled to a notice of ownership stating the number of Units held by the Member in such form as shall, in conformity with this Agreement, be prescribed from time to time by the Manager (a "<u>Unit Notice</u>"). Such Unit Notice shall be signed by the Chief Executive Officer, President or any Vice President or Assistant Vice President and by the Chief Financial Officer, Secretary or an Assistant Secretary of the Company. The Company shall maintain a record of the ownership of the Units which shall, initially, be as set forth on Schedule B and which shall be amended from time to time to reflect transfers of the ownership of the Units.
- 7.3. <u>Interest as Securities</u>. Each Member's Interest shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code (including Section 102(a)(15) thereof) as in effect from time to time in the Commonwealth of Kentucky, and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the Uniform Commercial Code as in effect in the Commonwealth of Kentucky (the "<u>UCC</u>"), such provision of Article 8 of the UCC shall control.
- 7.4. <u>Transfer of Interests</u>. No Member may sell, assign, pledge, encumber, dispose of or otherwise transfer all or any part of the economic or other rights that comprise its Interest without the written consent of the Manager. The transferee shall have the right to be substituted for the Member under this Agreement for the transferor if so determined by the Manager. No Member may withdraw or resign as Member except as a result of a transfer pursuant to this Section 7.4 in which the transferee is substituted for the Member. None of the

events described in paragraphs (d) or (e) of Section 280 of the Act shall cause the Member to cease to be a Member of the Company.

#### 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended or modified by the Members by a writing executed by all of the Members.

#### 9. DISSOLUTION OF COMPANY

- 9.1. Events of Dissolution or Liquidation. The Company shall be dissolved and its affairs wound up upon the happening of either of the following events: (a) the written determination of the Manager or (b) the entry of a decree of judicial dissolution under Section 290 of the Act.
- 9.2. <u>Liquidation</u>. After termination of the business of the Company, a final allocation shall be made pursuant to Section 5.1 and the assets of the Company shall be distributed in the following order of priority:
  - (a) to creditors of the Company, including any Member if a creditor to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment thereof or the making of reasonable provision for payment thereof) other than liabilities for distributions to the Members; and then
    - (b) to the Members.

### 10. INDEMNIFICATION

10.1. General. The Company shall indemnify, defend, and hold harmless the Members, the Manager and any Person serving at the request of the Company as a director, officer, employee, partner, trustee or independent contractor of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (all of the foregoing Persons being referred to collectively as "Indemnified Parties" and individually as an "Indemnified Party") from any liability, loss or damage incurred by the Indemnified Party by reason of any act performed or omitted to be performed by the Indemnified Party in connection with the business of the Company and from liabilities or obligations of the Company imposed on such Indemnified Party by virtue of such Party's position with the Company, including reasonable attorneys' fees and costs and any amounts expended in the settlement of any such claims of liability, loss or damage; provided, however, that if the liability, loss, damage or claim arises out of any action or inaction of an Indemnified Party, indemnification under this Section 10 shall be available only if (a) either (i) the Indemnified Party, at the time of such action or inaction, determined in good faith that its, his or her course of conduct was in, or not opposed to, the best interests of the Company or (ii) in the case of inaction by the Indemnified Party, the Indemnified Party did not intend its, his or her inaction to be harmful or opposed to the best interests of the Company and (b) the action or inaction did not constitute fraud, gross negligence or willful misconduct by the Indemnified Party; provided, further, however, that the indemnification under this Section 10.1 shall be recoverable only from the assets of the Company and not from any assets of the Members. Unless the Manager determines in good faith that the Indemnified Party is unlikely to

be entitled to indemnification under this Section 10 the Company shall pay or reimburse reasonable attorneys' fees of an Indemnified Party as incurred, provided that such Indemnified Party executes an undertaking, with appropriate security if requested by the Manager, to repay the amount so paid or reimbursed in the event that a final non-appealable determination by a court of competent jurisdiction that such Indemnified Party is not entitled to indemnification under this Section 10. The Company may pay for insurance covering liability of the Indemnified Party for negligence in operation of the Company's affairs.

- 10.2. Exculpation. No Indemnified Party shall be liable, in damages or otherwise, to the Company or to the Member for any loss that arises out of any act performed or omitted to be performed by it, him or her pursuant to the authority granted by this Agreement if (a) either (i) the Indemnified Party, at the time of such action or inaction, determined in good faith that such Indemnified Party's course of conduct was in, or not opposed to, the best interests of the Company or (ii) in the case of inaction by the Indemnified Party, the Indemnified Party did not intend such Indemnified Party's inaction to be harmful or opposed to the best interests of the Company and (b) the conduct of the Indemnified Party did not constitute fraud, gross negligence or willful misconduct by such Indemnified Party.
- 10.3. Persons Entitled to Indemnity. Any Person who is within the definition of "Indemnified Party" at the time of any action or inaction in connection with the business of the Company shall be entitled to the benefits of this Section 10 as an "Indemnified Party" with respect thereto, regardless whether such Person continues to be within the definition of "Indemnified Party" at the time of such Indemnified Party's claim for indemnification or exculpation hereunder.
- 10.4. <u>Procedure Agreements</u>. The Company may enter into an agreement with any of its officers, employees, consultants, counsel and agents, the Manager or any Member, setting forth procedures consistent with applicable law for implementing the indemnities provided in this Section 10.

#### 11. MISCELLANEOUS

- 11.1. <u>General</u>. This Agreement: (a) shall be binding upon the legal successors of the Members, (b) shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and (c) contains the entire agreement as to the subject matter hereof. The waiver of any of the provisions, terms, or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms, or conditions hereof.
- 11.2. <u>Notices, Etc.</u> All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or receipt (which may be evidenced by a return receipt if sent by registered mail or by signature if delivered by courier or delivery service), addressed to a Member at its address in the records of the Company or otherwise specified by the Member.
- 11.3. <u>Gender and Number</u>. Whenever required by the context, as used in this Agreement the singular number shall include the plural, the plural shall include the singular, and

all words herein in any gender shall be deemed to include the masculine, feminine and neuter genders.

- 11.4. <u>Severability</u>. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect the other provisions hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each said provision shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- 11.5. <u>Headings</u>. The headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing the terms of this Agreement.
- 11.6. No Third Party Rights. Except for the provisions of Section 6.4, the provisions of this Agreement are for the benefit of the Company, each Member and permitted assignees and no other Person, including creditors of the Company, shall have any right or claim against the Company or any Member by reason of this Agreement or any provision hereof or be entitled to enforce any provision of this Agreement. IN WITNESS WHEREOF, the Company and the Members have executed this Agreement as of the day and year first set forth above.

MAVERICK WINE ON TAP, LLC		
By:		
Rachel Adams, Manager		
MEMBERS:		
Maverick Wine Group LLC.		
Rachel Adams, Manager		
Rachel Adams & Jim Finley		
Bill Vitriol		
Frank Ferraro		
Ronald Starman		

# Schedule A

# **OFFICERS**

Office(s)
Chief Executive Officer
Chief Operating Officer
Chief Officer Sales
Chief Officer Installation
Chief Technology Officer

# Schedule B

## **MEMBERS**

<b>Holder of Interest</b>	Capital <u>Contribution</u>	<u>Units</u>
Maverick Wine Group, LLC	[ ]	450
Rachel Adams & Jim Finley		60
Bill Vitriol	[ ]	170
Frank Ferraro	[ ]	160
Ronald Starman	[ ]	160

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