

**SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
KINGS COUNTY BREWING COLLECTIVE LLC**

THIS SECOND AMENDED & RESTATED OPERATING AGREEMENT of KINGS COUNTY BREWING COLLECTIVE, LLC, a New York limited liability company (the “Company”) is made to be effective as of this ___the day of May, 2021 by and among the persons identified on Schedule 1 as Class A Members (“Managing Members” or “Managers”), and the persons identified on Schedule 1 hereto as Class B Investor Members (each, a “Class B Member”), and the persons identified on Schedule 1 hereto as Class C Investor Members (each, a “Class C Member”) and, the individual identified on Schedule 1 as the Class “D” Member, (“Members” collectively, and each as a “Member”).

WITNESSETH:

WHEREAS, the Class A Managing Members formed the LLC and signed the original Operating Agreement on January 14, 2014, which was later signed by the Class B Members and the Class C Members;

WHEREAS, on April 20, 2021 the Class A Managing Members were changed to include **only Anthony Bellis and Zachary Kinney**, removing from Class A Peter Lengyel, creating a new Class D for his equity and making other changes as set forth in the First Amended and Restated Operating Agreement (“FAROA”);

WHEREAS, subsequent to the ratification and enactment of the First Amended and Restated Operating Agreement, the Managing Members decided to formalize the terms of the FAROA and also to include additional standard clauses, terms and other best practices in order to have a more formal operating agreement for the Company, which shall now be managed pursuant to the terms and conditions of this Agreement and the LLC (as applicable); and

WHEREAS, certain definitions used in this Agreement are to be given the definition in the Operating Agreement, FAROA or as set forth herein, with the definitions herein to be deemed final.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1: CONTINUATION AND NAME

The Members hereby form a limited liability company under the name Kings County Brewing Collective LLC pursuant to the provisions of the Act, and the terms and conditions of this Agreement. The Managing Members have caused to be filed with the Department of State of the State of New York a certificate of formation of limited liability company (the “Certificate”), and shall provide a copy of the Certificate to any Member upon request therefore.

SECTION 2: LOCATION

The Company shall maintain its executive office and any additional offices or places of business of the Company at such place or places in or outside of the State of New York as the Managing Members shall determine are required by the Company's business, and currently shall continue to maintain its primary location at 381 Troutman Street, Brooklyn, New York.

SECTION 3: PURPOSES

The Company may engage in any lawfully permitted business, but has been developed and created initially to own, operate, develop, promote and manage a brewing collective.

SECTION 4: TERM AND CLASSES OF MEMBERS

4.1 The Company shall continue in perpetuity unless earlier terminated as hereinafter provided.

4.2 The Company shall be authorized to have four classes of Members, which shall consist of Class A Managing Members; Class B Investor Members with rights to vote on mergers and acquisitions only and limited ability to hold equity; and Class C Investor Members without votes ("silent" members) with limited ability to hold equity; and Class "D" Members which shall have the right to hold up to 25.33% of the total equity of the Company and a vote on mergers and acquisitions only. As of the date of this Agreement, the Membership Interests authorized and/or issued are as set forth on Schedule 1 hereto. As of the effective date of this Agreement, an aggregate of 100 Units of Membership Interests are authorized and issuable, consisting of 50.66 Units of Class A Managing Member Units; 8 Class B Units; 16.01 Class C Units; and 25.33 Class D Units. Subject to the additional restrictions set forth in this Agreement, the Managing Members shall have the right to sell or otherwise transfer its Class A Membership Units in their sole discretion and reclassify same as any other class of units, with a preference for Class D.

SECTION 5: CONTRIBUTIONS TO CAPITAL AND STATUS OF CLASS B MEMBERS

5.1 Status of Non-Class "A" Members. Each Class B, Class C and Class D Member shall continue to be the holder of record of its Membership Interest until notice of the transfer of all or any portion thereof is given in accordance with the terms of this Agreement. A holder of record shall be entitled to all distributions and all allocations of Net Income with respect to the Membership Interest registered in such Member's name and to all other rights of a Class B or Class C or Class D Member until its rights in all or any portion of such Membership Interest have been Transferred and the Managing Member notified as required herein. The Company shall not be affected by any notice or knowledge of transfer of any interest in any Membership Interest, except as expressly provided in Section 8. The payment to the holder of record of any distribution with respect to such Membership Interest shall discharge the Company's obligations in respect thereto.

5.2 Registration of Substitute Class B or Class C or Class D Members. Upon the admission of a Person as a Class B or Class C or Class D Member or substitute Class B or Class C or Class D Member, such Person shall be registered on the records of the Company as a Class B or Class C or Class D Member, together with such Person's address and the amount of such Person's

Membership Interest. No amendment to this agreement (or any other amended operating agreement) shall be required if the only change is to update Schedule 1.

5.3 Continuation of Class B or Class C or Class D or Class D Member Status. Once admitted as a Class B or Class C or Class D Member, a Person shall continue to be a Class B or Class C or Class D Member for all purposes of this Agreement until a substitute Class B or Class C or Class D Member is admitted in place of such Person pursuant to the provisions of Section 8.

5.4 Limited Liability of Class B or Class C or Class D or Class D Members. No Class B or Class C or Class D Member, in that capacity, shall be subject to assessment, nor (except as may otherwise be required under the Act) shall any Class B or Class C or Class D Member be personally liable for any of the debts, liabilities, contracts or any other obligations of the Company or any losses thereof in excess of such Class B or Class C or Class D Member's Capital Contributions.

5.5 Withdrawal and Return of Capital. Although the Company may make distributions to the Members from time to time in return of their Capital Contributions, and it is expected to do so as available based on the needs of the company basis, no Class B or Class C or Class D Member shall have the right to withdraw or demand a return of any of such Class B or Class C or Class D Member's Capital Contribution or Capital Account, except upon dissolution or liquidation of the Company to the extent specifically provided herein. Under circumstances requiring a return of any Capital Contribution or constituting a withdrawal of a Class B or Class C or Class D Member, no Class B or Class C or Class D Member shall have the right to receive property other than cash except as may be specifically provided in this Agreement.

5.6 Voting of Class B and Class C and Class D Members. Other than as expressly set forth herein, the Class B or Class C or Class D Members shall not have any right to take part in the management of the business or affairs of the Company or to act for or bind the Company, and the exercise by a Class B or Class C or Class D Member or its representative of the rights of such Class B or Class C or Class D Member under this Agreement or the Act shall not be deemed to be the conduct or control of the business of the Company.

The Class B and Class D Members shall have the right to vote to on the sale of the Company, by sale of equity or by sale substantially all of the assets of the Company, any merger of the Company or converting the Company into any other business formation or acquisition of or by a third-party entity, which shall require a majority vote of the voting members between Class A, B and D according to their Membership Interests:

5.9 Additional Capital Contributions. Although the Managing Member may, from time to time, seek additional capital contributions to support the Company's activities (subject to any restrictions herein), no Member shall be obligated to make any additional Capital Contributions to the Company. Any Member who chooses not to make any additional Capital Contribution as requested by the Managing Member, shall have its Membership Interest subject to a proportionate dilution. In the event that the Company shall seek investment from any third-party in order to finance additional ventures or venues, it shall give the Class B and Class C Members the right of first refusal to provide such investment as a Capital Contribution in order to retain the same percentage interest. In the event that additional capital is required for new locations or uses of IP, the Company

shall provide at least 30 days of notice to all Members that they have the right of first refusal to make capital contributions to retain their equity percentage without dilution.

5.10 Capital Accounts. A separate Capital Account shall be established and maintained for each Member under this Agreement. The Capital Account of each Member shall be credited with the cash and the fair market value of any property (net of liabilities assumed by the Company and liabilities to which such property is subject) contributed to the Company by such Member, plus all income, gain, or Net Income of the Company allocated to such Member pursuant to Section 6 (including Net Income and income and gain exempt from tax), and shall be debited with the sum of (i) all Net Losses or deductions of the Company allocated to such Member pursuant to Section 6, (ii) such Member's distributive share of expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as so described under Treasury Regulation Section 1.704-1(b)(2)(iv)(i)), and (iii) all cash and the fair market value of any property (net of liabilities assumed by such Member and the liabilities to which such property is subject) distributed by the Company to such Member pursuant to Section 6. The amount of the Capital Account of a Member shall be determined in accordance with the rules set forth in Treasury Regulation 1.704-1(b). Any references in any Section or subsection of this Agreement to the Capital Account of a Member shall be deemed to refer to such Capital Account as the same may be credited or debited from time to time as set forth above. It is the intention of the Members to satisfy the capital account maintenance requirements of Treasury Regulation Section 1.704-1(b)(2)(iv), and the foregoing provisions defining Capital Accounts are intended to comply with such provisions. If the Managing Member determines, based on the advice of counsel and/or financial advisors, that adjustments to Capital Accounts are necessary to comply with such regulations, then the adjustments shall be made provided it does not materially impact upon the manner in which property is distributed to the Members in liquidation of the Company.

SECTION 6: DISTRIBUTIONS TO MEMBERS AND ALLOCATION OF PROFIT AND LOSS

6.1 Distributions of Cash Available for Distribution. Distributions of Cash Available for Distribution, if any, shall be made to the Members at such times and in such amounts as the Managing Members determines in their sole discretion. Any distributions shall be made as follows: *pro rata* among all of the Members, in proportion with their respective Percentage Interests less any amounts to be retained by the Company for future projects as determined by the Managing Members in their sole discretion.

6.2 Allocation of Net Income or Net Loss Generally.

(a) Net Income or Net Loss. For any taxable year of the Company:

(i) if the aggregate of the Capital Accounts of all of the Members is positive, Net Income and Net Loss (or any item thereof) shall be allocated with the following priority:

(1) First, Net Income shall be allocated to any Member with a negative Capital Account (and in proportion between all of the Members with negative Capital Accounts in accordance with their Percentage Interests) until that Member's Capital Account equals zero; and

(2) Second, Net Income and Net Loss shall then be allocated so as to produce, as nearly as possible, positive Capital Account balances for each Member which would correspond to the amounts each Member would receive in a hypothetical distribution of the proceeds of a liquidation of the Company under Section 9.2.

(ii) if the aggregate of the Capital Accounts of all of the Members is negative, Net Income and Net Loss (or any item thereof) shall be allocated with the following priority:

(1) First, Net Loss shall be allocated to any Member with a Positive Capital Account (and in proportion between all of the Members with positive Capital Accounts in accordance with their Percentage Interests) until that Member's Capital Account equals zero; and

(2) Second, Net Income and Net Loss shall then be allocated to each Member so that the negative Capital Accounts of the Members will be proportional in accordance with the Members' respective Percentage Interests, to the extent permitted by the Regulatory Allocations.

(b) Regulatory Allocations. Notwithstanding anything herein to the contrary, Net Income and Net Loss (and items thereof) and Company indebtedness shall be allocated in accordance with the Regulatory Allocations, to the extent applicable. Net losses for each fiscal period shall be allocated among the Members in the following manner:

(i) Until the cumulative Net Losses for the then current and all prior fiscal periods, equal to the capital contributions made by the Members, to the Members (other than the Managing Members), in proportion to their capital contributions.

(ii) To the Members in proportion to their participating percentage.

(b) Net profits for each fiscal period shall be allocated among the Members in the following manner:

(i) Until the cumulative Net Profits for the then current and all prior fiscal periods, equal to the cumulative Net Losses, if any, allocated among the Members, to the Members in proportion to which such Net Losses were previously allocated.

(ii) After the cumulative Net Profits allocated for the then current and prior fiscal periods, equal the cumulative Net Losses, to the Members in proportion to the participating percentage.

6.3 Allocations and Distributions with Respect to Membership Interests Transferred. If a Membership Interest is Transferred, there shall be allocated to each Member who held the transferred Membership Interest during the fiscal year of transfer the product of (a) the Net Income or Net Loss allocable to such Transferred Interest for such fiscal year and (b) a fraction, the numerator of which is the number of days such Member held the transferred Membership Interest during such fiscal year and the denominator of which is the total number of days in such fiscal year;

provided, however, that the Managing Members may, in their sole discretion, allocate the Net Income or Net Loss by closing the Company's books immediately after the transfer of any Membership Interest. Either allocation shall be made without regard to the date, amount or recipient of any distributions that may have been made with respect to such transferred Membership Interest

6.4 Determination of Time and Amount of Distributions. Except for the Tax Distribution, the time and amount of distributions made pursuant to this Section 6 shall be determined by the Managing Members in their sole reasonable discretion. In determining whether to make any distributions pursuant to this Section 6, the Managing Members may, in their sole discretion, establish reserves for working capital, maintenance, repairs, capital expenditures or other items and the satisfaction of liabilities (including, without limitation, contingent liabilities) as they come due or may come due.

6.5 Tax Distribution. Anything to the contrary herein notwithstanding, the Managing Members agree to use their best efforts to distribute, within sixty (60) days after the close of the Company's fiscal year, an amount of cash (hereinafter referred to as the "Tax Distribution") to each Member equal to the Federal income tax liability to be recognized by a Member in any given year as a result of his status as a Member of the Company, assuming each Member will be in the highest bracket of marginal Federal income taxation in effect for individuals.

SECTION 7: MANAGEMENT OF THE COMPANY

7.1 Management by Class A Managing Members. The management and control of the Company and its business shall be vested exclusively in the Class A Managing Members. No other Person shall become a Managing Member except as provided herein.

7.2 Designation of Managing Members. The Company shall initially have two Class A Managing Members, which shall be Anthony Bellis and Zachary Kinney. The designation of a class of interest as "Class A" shall not give any authority as a Managing Members to the holder of that interest, unless otherwise set forth herein.

7.3 Term and Vacancies. Each Managing Members shall serve until his respective resignation, removal, death, incapacity or the liquidation or dissolution of the Company. Upon the resignation, death or incapacity of any Managing Member, the remaining Managing Member may select a new Managing Member, if deemed necessary.

7.4 Rights and Powers of Managing Members. Except as expressly provided herein, the Managing Members shall have the exclusive right to manage the business of the Company and are hereby authorized to take any action of any kind and to do anything and everything it deems necessary with respect thereto for the success of the Company. Without limiting the foregoing, the Managing Members are, in the name and on behalf of, the Company hereby authorized:

(a) to execute and deliver any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, maintenance and operation of the Company's investments and to employ such Persons as are necessary to perform the duties required thereby;

(b) subject to the terms and conditions set forth in Article 6, to care for and distribute, at such time or times as it determines, all funds to the Members by way of cash, income, return of capital or otherwise, and to perform all matters in furtherance of the objectives of the Company or this Agreement;

(c) to engage in any kind of activity and to enter into, perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of any of the foregoing or purposes of the Company, as may be lawfully carried on or performed by a membership under the laws of each state in which the Company is then formed or qualified.

7.5 Resignation or Removal

a) The Managing Members may resign at any time, effective upon receipt thereof or at such later time specified therein. The resignation of a Managing Members shall not affect its rights as a Member. Each Managing Member agrees to devote sufficient time and attention to the affairs of the Company and continue to serve as Managing Members.

7.6 Acts of Managing Members. Notwithstanding the foregoing Section 7.4, the following acts of the Company shall be executed by the Managing Members:

(a) the making of any expenditures, or any series of expenditures, in connection with the business of the Company;

(b) the making of any physical or structural alterations to the premises operated by the Company;

(c) the hiring and engagement of management-level employees to manage operations of the Company, and the approval of the compensation and terms of employment for any such employees, including the payment of any cash bonuses or performance incentives; and

(d) to confess judgment against the Company and to agree to binding arbitration on behalf of the Company;

(e) to select and change the Company's registered office and agent;

(f) to conduct any litigation or incur any legal expense and/or settle any claims and litigation;

(g) the making or revoking of the elections referred to in Section 754 of the Code or any similar provision enacted in lieu thereof, or any corresponding provision of state tax laws;

(h) to borrow money, guarantee indebtedness and other liabilities and issuing evidence of indebtedness on behalf of the Company, subject to Class B and Class C Member approval as required under Section 5.9;

7.7 Payment of Expenses. All expenses of the Company shall be billed directly to and paid by the Company. The Managing Members may charge to the Company and/or pay out of Company funds, as and when available, all reasonable out-of-pocket incurred by the Managing Members in the operation of the Company, including but not limited to expenses, charges and fees

relating to organization and offering expenses, including attorneys' fees, filing fees and advertising costs.

7.8 Duties of Managing Members; Other Activities of the Managing Members.

(a) The Managing Members and Affiliates of the Managing Members shall devote to the Company such time as may be necessary for the proper performance of the Managing Members duties hereunder and shall not breach the terms of this Agreement. The Managing Members shall perform duties in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances. A Managing Member shall not be liable to the Company unless it shall have been the result of fraud, negligence, willful misconduct, bad faith, breach of fiduciary duty, or a wrongful taking by the Managing Member.

7.9 Limitation on Liability of Managing Member; Indemnification.

(a) The Managing Member and its Affiliates, and their members, managers, officers, agents, employees and representatives and the Members of the Company shall be indemnified by the Company to the fullest extent permitted by Law. The Managing Member, any Affiliate of the Managing Member and any person acting on the behalf of the Managing Member or such Affiliate (an "Indemnified Person") (a) shall be held harmless, defended and indemnified by the Company from and against any claim, liability, damage or expense (including, without limitation, all legal and expert witness fees and expenses and all costs of investigation) suffered by an Indemnified Person solely by virtue of such Indemnified Person's acting as or on behalf of the Managing Member for the Company in connection with the Company's activities including the legal costs and expenses of enforcing such indemnity, if successful and (b) shall not be liable to the Company for any claim, liability, damage or expense suffered in connection with the Company's activities; *provided* that, if such claim, liability, damage or expense arises out of any action or inaction of any such Indemnified Person, such Indemnified Person must have determined at the time of such action or inaction, in good faith, that such course of conduct was in the interests of the Company, such course of conduct must not have constituted gross negligence or willful misconduct, such course of conduct was not the result of active and deliberate dishonesty by such Indemnified Person and, as a result of such course of conduct, such Indemnified Person did not gain a financial profit or other advantage to which he, she or it was not legally entitled, such course of conduct was not a breach of such Indemnified Person's fiduciary duty, and provided further that such indemnification or amounts recoverable under the foregoing agreement to hold harmless shall only be recoverable out of the assets of the Company and not from the Class B or Class C or Class D Members. The Company shall advance funds for legal expenses and other costs incurred by an Indemnified Person in connection with any such claim, liability, damage or expense if the following conditions are satisfied: (a) the legal action relates to the performance of duties or services by such Indemnified Person; and (b) the Indemnified Person that is requesting such advance undertakes to repay the advanced funds to the Company in cases in which that Indemnified Person would not be entitled to indemnification under this Section 7.9. The rights granted under this Section 7.9 shall not be affected by, and shall survive, any dissolution or termination of the Company and the death, disability, incapacity, withdrawal, insolvency or dissolution of any Member.

(b) The term "Managing Member" as used in this Section 7.9 shall include any additional or substitute Managing Member (including an entity formed to do so) performing services on behalf of the Company.

(c) The Company shall indemnify, to the full extent permitted by law, to the extent of the Company assets, each Class B and Class C and Class D Member against any claims of liability asserted against such Class B Member or Class C or Class D solely because such Class B or Class C or Class D Member is a Class B or Class C or Class D Member in the Company or arising out of the exercise of any rights of a Class B or Class C or Class D Member under this Agreement or the Act.

7.10 Compensation. As compensation for the Services, Company shall pay the Managing Members a management fee (“Management Fee”) in the discretion of the Managing Members that is appropriate and commensurate with the ability of the Company to pay, so long as the Managing Members shall be engaged in work for the Company as Managers and executives charged with the operation and management of the Company and the entity. Such Management Fee shall be calculated and paid on a monthly basis and shall commence the day the Company begins operations. No member of any Class that is not actively employed by the Company shall have any right to any compensation by the Company.

7.11 Intellectual Property All intellectual property related to or associated with “KCBC” and “Kings County Brewing Collective” and its labels, brands (i.e. “Robot Fish” or “Citra SMaSH” or “Mosaic SMaSH” or “Simcoe SMaSH” and the like) cans, designs, trade dress, logos, trade secrets, trademarks including, but not limited to the mark “KCBC”, patents, relevant marketing and communications channels and services, domains, e-mail addresses, etc. shall be owned by the Company as the “Licensor”, unless the Managing Members shall decide that such should be held in an entity owned wholly by the Company, managed by the Managing Members of Company and licensed at no cost to the Company, and which may be sub-licensed by Company to all subsidiaries and any third-party by the Managing Members.

7.12 Ownership of IP. The Managing Members may determine it is best to hold the IP in a separate entity, which shall be owned by the Company and managed by the Managing Members. Company shall be and remain the sole owner of 100% of the entity.

SECTION 8: TRANSFERABILITY OF MEMBERSHIP INTERESTS

8.1 Class A Managing Members. A Class A Managing Member may not withdraw or Transfer or otherwise assign all or any part of its interest in the Company (collectively, a “Prohibited Transfer”) without the approval of the other Managing Member.

8.2 Death or Disability of Managing Member. In the event of the death or disability (for the purposes hereof, disability shall be defined as the inability to fulfill obligations hereunder for more than six (6) months in any twelve (12) month period) of any Managing Member, his or her service as Managing Member shall immediately be terminated and the Company may appoint a successor to assume all Managing Member duties, if deemed necessary, and his or her estate or representative shall acquire all of the Membership Interests then owned by such Managing Member, provided, however, that the Class A Membership Interests owned by such Managing Member shall be automatically converted to Class D Membership Interests.

8.3 Transfer by Class B or Class C or Class D Members.

(a) No Class B or Class C or Class D Member may Transfer such Class B or Class C or Class D Member's Membership Interest unless all of the following conditions are satisfied:

(i) the fully executed and acknowledged written instrument of assignment that has been filed with the Managing Member sets forth the intention of the transferor that the transferee become a Class B or Class C or Class D Member in his place;

(ii) the transferor and transferee execute and acknowledge such other instruments as the Managing Member may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the transferee of the provisions of this Agreement and the assumption by the transferee of all obligations of the assignor under this Agreement;-and

(b) If any Membership Interest is transferred in accordance with the above clause (a), the transferee shall thereupon become a Class B or Class C or Class D Member. The Company shall, upon substitution, thereafter make all further distributions on account of the Membership Interest so transferred to the transferee for such time as the Membership Interest is transferred on its books in accordance with the above provisions. Any Person so admitted to the Company as a Class B or Class C or Class D Member shall be subject to all provisions of this Agreement as if originally a party hereto.

8.4 Transfers by Class B Members by Operation of Law. In the event of the death, incompetency, bankruptcy or dissolution of any Class B or Class C or Class D Member, the Units held by such Member may be transferred to an assignee by operation of law, subject to Section 8.3. In the case of the death, incompetency, bankruptcy or dissolution of a Member whose Membership Interest was held in the names of two (2) or more Persons, including, without limitation, a Membership Interest held as a joint-tenancy with right of survivorship, the transferee of such Membership Interest shall be treated as an assignee hereunder until the conditions of Section 8.3 have been met.

8.5 Compliance with Securities Laws. The Class B and Class C and Class D Members acknowledge and confirm that their Membership Interests constitute securities that have not been registered under any federal or state securities laws by virtue of exemptions from the registration provisions thereof and consequently cannot be sold except pursuant to appropriate registration or exemption from registration as applicable. No Transfer or assignment of all or any part of a Membership Interest (except a Transfer upon the death, incapacity or Bankruptcy of a Class B or Class C or Class D Member to his personal representative and beneficiaries), including, without limitation, any Transfer of a right to distributions, profits and/or losses to a person who does not become a Member, may be made unless the Company is provided with an opinion of counsel acceptable to the Managing Member-(both as to the identity of the counsel and the substance of the opinion) to the effect that such Transfer or assignment (a) may be effected without registration under the Securities Act, and (b) does not violate any applicable federal or state securities laws (including any investment suitability standards) applicable to the Company or the Managing Member.

8.6 Additional Prohibitions on Assignments and Transfers. A Member may Transfer (voluntarily or involuntarily) all or any portion of such Member's Units of Membership Interest in

the Company only if it has first complied with the provisions of this Agreement, including, specifically, all of the provision of this Section 8.6.

(a) Buy-Out Offer. If a Member (the “Selling Member”) wishes to sell all or part of his or her Units of Membership Interest (the “Offered Interest”) in the Company, the Selling Member must first send the Managing Members a written request for a buy-out offer from the Managing Member (the “Buy-Out Offer”).

1. If the Buy-Out Offer is for the exact amount of the Selling Member’s initial capital investment, and the capital account of the member is not less than \$0, the Buy-Out Offer shall be the initial capital investment plus or minus the capital account, and shall be deemed accepted when received and payment will occur within 30 days.

2. If for more than the initial capital investment. Managing Members shall have thirty (30) days to prepare the Buy-Out Offer or to deny the request, which shall be in the sole discretion of the managing Members.

3. Upon receipt of such Buy-Out Offer that is in excess of the initial capital contribution, the Selling Member shall have thirty (30) days to accept the Buy-Out Offer (if any) and to sell all of the Offered Interest to the Managing Member at the price and terms set forth in the Buy-Out Offer.

4. If the Selling Member chooses not to accept such Buy-Out Offer, or does not accept within the requisite time period, the Buy-Out Offer will expire. If no offer is made by the Managing Members, the Selling Member shall retain its equity.

(b) Buy-Out Price. The aggregate purchase price payable for the acquisition of the Subject Member’s Interest (or portion thereof) pursuant to the exercise of the Buyout Rights (the “**Buyout Price**”) shall be based on: i) the initial capital investment; plus ii) the capital account of the member (positive or negative); and iii) the debt or profit of the entity for the current fiscal year; and iv) the distributions made over the past fiscal year of the entity.¹

(c) Right of First Refusal. Equity cannot be sold to any third-party without the express consent of a majority of the Class A Managing Members. In the event that any Buy Out Offer is made, the Company shall have the right of first refusal and if purchased shall hold such equity as an asset of the Company for future purchase by an investor or grant to an employee or partner; then the Managing Members individually shall have the right to purchase same; and any

¹To remove any doubt and as an example, if the Selling Member’s capital investment is \$25,000 and the Company is in debt, and has made no distributions the offer will be \$0, but the Selling Member shall accept as a full settlement the return of the \$25,000 invested. As a second example, if the Selling Member’s capital investment is \$25,000 and the Member’s capital account is negative, the offer in settlement to be accepted by the Selling Member shall be \$25,000 minus the capital account debt, but not less than \$0 in any event. If the capital account is positive, the Selling Member will be entitled to only the amount in the capital account. As a third example, if the Company has no debt and is making distributions, the fair value of the Buy Out Price shall be the higher of the initial capital investment or the average of the last three annual distributions, multiplied by 2.

equity remaining shall then be offered as the same rate to any of the Members, with all members having an equal right pro rata to purchase such equity (whole or fractional) if enough members indicate their interest (i.e. two members may purchase the equity in any percentage or all members may purchase the equity pro rata based on their adjusted equity out of 100%) subject to the limitations on ownership of Class B, C, and D equity.

8.7 Consent of Managing Member to Transfer. Notwithstanding anything to the contrary contained above, all transfers shall be subject to the consent of the Managing Member at its sole discretion.

8.8 Transfer of Class A Interest to a Class D Member. If the Managing Member shall determine that an employee, contractor, strategic partner or other entity or person shall be compensated with equity for any strategic service, whether it has purchased additional equity from Selling Members or not, the Class A may dilute only its interests to transfer such interest to a new Class D Member, notwithstanding anything to the contrary above. No transfer of equity shall thereafter deem the Class A to not have a voting majority, as it is specifically agreed that it is "a majority of the Class A equity that shall manage, operate and control the Company.

SECTION 9: TERMINATION OR EXTENSION OF THE COMPANY

9.1 Dissolution.

(a) The Company shall be dissolved upon the first to occur of either of the following events:

(i) the determination of the Managing Members to dissolve;

or

(ii) any event requiring dissolution under the Act.

Notwithstanding the foregoing, to the extent permitted under the Act, at any time after the occurrence of an event specified in Section 9.1(a)(ii) above, all of the Members may continue the Company by taking such actions as are required under the Act to avoid dissolution.

(b) Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the Company's Certificate shall have been canceled and the assets of the Company shall have been distributed as provided in Section 9.2 below. Notwithstanding the dissolution of the Company prior to the termination of the Company, as aforesaid, the business of the Company and the affairs of the Members, as such, shall continue to be governed by this Agreement.

(c) The Bankruptcy, dissolution, death or adjudication of incompetency of a Member shall not cause the dissolution of the Company. In the event of the Bankruptcy, death or incompetency of a Member, his executors, administrators or personal representatives shall have the same rights that such Member would have if such Member had not died or become incompetent, except that no such successor in interest shall have the right to become a Managing Member, and the interest of such Member in the Company shall, until the termination of the

Company, be subject to the terms, provisions and conditions of this Agreement as if such Member had not died or become incompetent. In the event of any other withdrawal of a Member, the Member shall only be entitled to Company distributions distributable to such Member but not actually paid to him prior to such withdrawal and shall not have any right to have his Membership interest of such Member purchased or paid for.

9.2 Liquidation.

(a) Upon dissolution of the Company, the Managing Member shall cause the cancellation of the Certificate, liquidate the assets of the Company and apply and distribute the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Company, a full account of the assets and liabilities of the Company shall be taken, and a statement shall be prepared by the independent accountants then acting for the Company setting forth the assets and liabilities of the Company. A copy of such statement shall be furnished to each of the Members within ninety (90) days after such dissolution. Thereafter, the assets shall be liquidated as promptly as possible and the proceeds thereof shall be applied in the following order:

(i) the expenses of liquidation and the debts of the Company shall be paid. Any reserves shall be established or continued which the Managing Member deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or its liquidation. Such reserves shall be held by the Company for the payment of any of the aforementioned contingencies, and at the expiration of such period as the Managing Member shall deem advisable, the Company shall distribute the balance thereafter remaining in the manner provided in the foregoing sections;

(ii) the balance, if any, shall be paid to the Members in accordance with Section 6.2 hereof.

(b) Upon dissolution of the Company, each Member shall look solely to the assets of the Company for the return of its investment, and if the Company's assets remaining after payment and discharge of debts and liabilities of the Company, including any debts and liabilities owed to any one or more of the Members, is not sufficient to satisfy the rights of a Member, it shall have no recourse or further right or claim against the Managing Member or any other Member.

(c) If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof as determined by an independent certified public accountant who has not represented any of the Members or members of the Managing Member selected by the Class B and Class C and Class D Members.

SECTION 10: COMPANY FUNDS

All deposits in and withdrawals from Company bank, brokerage or other accounts shall be made by the Managing Members-or such other Person or Persons as the Managing Members may from time to time designate.

SECTION 11: BOOKS AND RECORDS; REPORTS

11.1 Books and Records. The Managing Member shall cause to be kept full and accurate records of the Company. The books and records of the Company shall be kept at the principal place of business of the Company or at the offices of its certified public accountant located in the greater New York metropolitan area setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company. The Members shall have the right to make reasonable inspections of such books and records at reasonable times and on reasonable notice and upon executing any such confidentiality agreement as is reasonably requested by the Managing Members. Any audit or accounting requested shall be at the expense of the requesting Member and shall not be more than one time per fiscal year.

11.2 Accounting Method. The books of the Company shall be kept on an accrual basis under US GAAP. The fiscal year of the Company shall be the calendar year.

11.3 Reports. The Managing Members and/or the professionals hired by them for such purpose shall prepare the Company's annual income tax return and annual financial statements which shall include a balance sheet, and the related statements of income and cash flows, which shall be audited at the discretion of the Managing Members and the tax professionals hired to prepare the returns and statements. The Managing Members shall further prepare and distribute quarterly unaudited financial statements and business reports, tax filings and K-1's and, upon request, a list of all Members. The Managing Members may, in their reasonable discretion, appoint an independent accountant to perform its duties under this Section 11.3.

11.4 Tax Election.

(a) Neither the Company nor any Member shall take any action that would result in the Company being taxed as other than a "partnership" for federal income tax purposes, including (but not limited to) electing to be taxed as other than a "partnership" by filing Form 8832, "Entity Classification Election."

(b) All tax elections on behalf of the Company may be made or rescinded in the sole discretion of the Managing Member.

SECTION 12: WAIVER OF PARTITION

12.1 The Members, on behalf of themselves and their heirs, personal representatives, successors and assigns, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, to seek, bring or maintain any action in any court of law or equity for partition of the Company, or any interest which is considered to be Company assets, regardless of the manner in which title to any such assets may be held.

SECTION 13: GENERAL PROVISIONS

13.1 Amendments. Except as set forth below, and except for such amendments to this Agreement as are made in accordance with Section 5 or Section 8 to effect the purposes of this

Agreement, no amendment of this Agreement may be made without the written approval of the two Class "A" Managing Members.

13.2 Notices. Whenever notice is required to be given to any party under this Agreement, it shall be in writing and may be given to the party by sending a copy thereof by first class or express mail, postage prepaid, or by nationally recognized courier service, charges prepaid, or by facsimile transmission, or by electronic mail, to such party's address (or to such party's facsimile number or electronic mail address) as set forth below. If the notice is sent by mail or courier service, it shall be deemed to have been given to the party to whom it is sent three (3) days when after deposited in the United States mail. If the notice is sent by facsimile or electronic mail transmission, it shall be deemed to have been given to the party to whom it is sent on the day of transmission. If the notice is sent by overnight courier, it shall be deemed to have been given to the party to whom it is sent when delivered.

(a) If to the Managing Member or the Company:

(b) If to a Class B or Class C or Class D Member to the address, electronic mail address or facsimile number of the Class B or Class C or Class D Member appearing on Schedule I hereto.

(c) Any Member may change the address, electronic mail address or facsimile number to which notice is to be sent by giving notice of such change to the Membership, and to the Class B or Class C or Class D Member in the case of a change by the Managing Member, in conformity with the provisions of this Section for the giving of notice.

13.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws, of the State of New York.

13.4 Binding Nature of Agreement. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the Members and their heirs, personal representatives, successors and assigns.

13.5 Validity. In the event that all or any portion of any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understanding, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing.

13.7 Deficit Balances. No Member shall be obligated to eliminate any deficit balance in its Capital Account or to bring its Capital Account into any parity with the Capital Accounts of any other Class B or Class C or Class D Member.

13.8 Indulgences, Etc. Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any

other or further exercise of the same or any other right, remedy, power or privilege; nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

13.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

13.10 Section Headings. The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13.11 Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, any other gender, masculine, feminine or neuter, as the context requires.

13.12 Number of Days. In computing the number of days for the purpose of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; *provided, however*, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day that is not a Saturday, Sunday or holiday.

13.13 Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

13.14 Authority. Any corporation, membership, limited liability company, trust or other entity signing this Agreement represents and warrants that the execution, delivery and performance of this Agreement by such corporation, membership or trust has been duly authorized by all necessary corporate, membership or trust action.

13.15 Third Party Beneficiaries. Notwithstanding anything to the contrary contained herein, no provision of this Agreement is intended to benefit any party other than the Members and their successors and assigns in the Company and shall not be enforceable by any other party.

13.16 Controversies with Internal Revenue Service. The Managing Member is hereby designated as the "tax matters member" of the Company pursuant to Section 6231(a)(7) of the Code. In the event of any controversy with the Internal Revenue Service or any other taxing authority involving the Company or any Member, the outcome of which may adversely affect the Company, directly or indirectly, or the amount of profits, gains, credits or losses of the Company, or the allocation of such items, to an individual Member, the Company may, at its option, incur expenses it deems necessary or advisable in the interest of the Company in connection with any such controversy, including, without limitation, attorneys' and accountants' fees.

13.17 Withdrawal of a Member. Upon the withdrawal of a Member, such Member shall be entitled only to any cash distributions required to be made to such Member as provided in this Agreement prior to the withdrawal that were not so made to such Member, but were scheduled to be made or made to the other Members.

13.18 Omnibus Signatures. All Members admitted to the Company shall sign an omnibus signature page in the form hereto, which shall be included with this agreement as if signed at the time of its first execution, without need for any amendment to be made to this Agreement other than an update of Exhibit I. Signatures by facsimile or other electronic means shall be deemed originals.

SECTION 15: CERTAIN DEFINITIONS

Capitalized terms used in this Agreement and not defined elsewhere herein shall have the following meanings:

“Act” means the New York Limited Liability Company Act, as amended from time to time, except that it shall not include any provision thereof adopted after the date hereof that would only be applicable to the Company absent a provision in this Agreement to the contrary unless such provision is approved by the Managing Members.

“Affiliate” means (i) any Person, directly or indirectly controlling, controlled by or in common control with a specified Person; (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such specified Persons; (iii) any officer, director, member or trustee of such specified Person and (iv) if such specified Person is an officer, director, member or trustee of a Person, the Person for which such Person acts in such capacity. (v) family member

“Bankruptcy” means the commencement by any Person of a voluntary case or proceeding under Title 11 of the U.S. Code or any similar federal or state law for the relief of debtors (each, a “Bankruptcy Law”), or the consent by any Person to the entry of an order for relief against such Person in an involuntary case or proceeding under any Bankruptcy Law, or the consent by any Person to the appointment of a receiver, trustee, liquidator or similar official for such Person or for all or substantially all of such Person’s property, or the entrance by a court of competent jurisdiction of an order or decree under any Bankruptcy Law for relief against any Person in an involuntary case or proceeding, which such order or decree remains unstayed and in effect for 60 days.

“Capital Account” shall mean the account maintained for each Member in accordance with the provisions of Section 5 hereof.

“Capital Contribution” means the amount of money or value of the assets actually paid or contributed to the Company by a Member with respect to his interest in the Company.

“Capital Transaction” Sale of an asset whereby any profit received is taxed as ordinary income and not a dividend, or the reevaluation of an asset to reflect its current market value.

“Cash Available for Distribution” means the total cash gross receipts of the Company derived from all sources other than a capital transaction, including the release of amounts previously held as reserves, less any expenses or amounts paid to satisfy liabilities of the Company, other than expenses incurred in connection with a Capital Transaction (as opposed to a revenue transaction), and any amounts set aside by the Managing Member for the restoration or creation of operating, maintenance or capital reserves (excluding net proceeds), or reserves for anticipated capital expenditures, future working capital needs or the satisfaction of liabilities (including without

limitation contingent liabilities), as the Managing Member, in its sole discretion, determines are necessary or appropriate.

“Code” means the Internal Revenue Code of 1986, as amended.

“Gross Revenue” means all sales made by the Company not including New York State sales tax.

“Indemnified Person” has the meaning set forth in Section 7.6(a) herein.

“Net Income” or “Net Loss” shall mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, other than items of income or loss specially allocated pursuant to this Agreement, as determined by the Company’s accountants in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in Net Income or Net Loss), with the adjustments required to comply with the Capital Account maintenance rules of Treasury Regulation Section 1.704-1(b), including the rules relating to Company property distributed in kind and to the optional revaluation of Company property.

“Net Proceeds” shall mean the proceeds received by the Company in connection with a Capital Transaction or liquidation event, after payment of all costs and expenses incurred by the Company in connection with such Capital Transaction, including, without limitation, customary brokers’ commissions, customary loan fees, loan payments, other reasonable closing costs and, if the Capital Transaction is a financing or refinancing, after the payment of any Company indebtedness intended to be repaid out of such financing or refinancing. The amount of net proceeds shall be reduced by any amount determined by the Managing Member to be appropriate as an.

“Membership Interest” or “Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all distributions, allocations and other benefits to which such Member may be entitled as provided in this Agreement and the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act, and further including its Capital Account hereunder.

“Percentage Interest” has the meaning set forth in Section 5.1.

“Person” means an individual and any entity including, without limitation, a corporation, membership, association, limited liability company, joint stock company, trust or unincorporated organization.

“Prohibited Transfer” has the meaning set forth in Section 8.1 herein.

“Regulatory Allocations” shall mean allocations of Net Income and Net Loss (or items thereof) and Company indebtedness in accordance with the following:

- (a) The non-recourse deductions of the Company (within the meaning of Treasury Regulation Section 1.704-2(c) and (e)(2)) shall be allocated among the Members in accordance with their respective interests in Company distributions as provided in Section 6.1.

(b) Allocations of Net Income or Net Loss (or items thereof) shall be made consistent with the requirements of Treasury Regulation Section 1.704-2(e), including, without limitation, those provisions relating to allocations of income and deductions attributable to non-recourse debt and member non-recourse debt. Allocations that would conform to those required by a “minimum gain chargeback” (as defined in Treasury Regulation Section 1.704-2(f)) in addition to the requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(d), relating to a “qualified income offset,” and Treasury Regulation Section 1.704-2(i)(4), relating to the chargeback on account of a decrease in minimum gain attributable to member non-recourse debt, shall be made in a manner, at a time, and in the amounts consistent with those provisions.

(c) The “excess non-recourse indebtedness” of the Company (within the meaning of Treasury Regulation Section 1.752-3(a)(3)) shall be allocated among the Members in accordance with their respective Percentage Interests.

(d) Solely for federal income tax purposes, items of income, gain, loss and deduction shall be allocated among the Members in a manner so as to take into account the difference between the income tax basis of any Company property contributed by a Member to the Company immediately after its contribution to the Company and its value for purposes of this Agreement, as required by Section 704(c) of the Code. The Managing Member, in its absolute discretion, may elect to account for the book-tax variation using any method permitted under the applicable Treasury Regulations, but may not elect to employ the “traditional method” set out in Treasury Regulation Section 1.704-3(b) if any allocations of tax items to the Members would be limited by the “ceiling rule” described in such regulation.

“Securities Act” means the Securities Act of 1933, as amended.

“Transfer” means the voluntarily or involuntarily sale, gift, pledge, assignment, mortgage, alienation, hypothecation, encumbrance or other disposition or transference of all or any part of a Membership Interest in any manner whatsoever, but shall not include the vesting of a Membership Interest in the personal representative or beneficiary, as the case may, in the event of the death or incompetency of a Class B or Class C or Class D Member who is an individual.

“Treasury Regulations” means regulations promulgated by the Department of Treasury of the United States in respect of the Code.

“Unreturned Capital Contribution” means the amount which, at any given point in time, is equal to a Member’s total Capital Contribution, as reflected on the Company’s books and records, reduced, but not below zero, by all prior distributions made to such Member pursuant to Section 6.1(b) or Section 6.2(b) hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

By: Anthony Bellis
ANTHONY BELLIS Class "A" Managing Member

By: Zachary Kinney
ZACHARY KINNEY Class "A" Managing Member

**SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
KINGS COUNTY BREWING COLLECTIVE LLC**

CLASS D INVESTOR MEMBER COUNTERSIGNATURE PAGE

CLASS D MEMBER:

By: _____

Name: Peter Lengyel

Date: _____

SCHEDULE I - SCHEDULE OF MEMBERS

Name	% Ownership	Initial Capital Contribution Amount	Class
Anthony Bellis	25.33%	\$33,333	A
Zachary Kinney	25.33%	\$33,333	A
Gregor Rothfuss	8.00%	\$208,000	B
John Kinney and Erin Kinney	2.00%	\$52,000	C
Scott Davies and Andrea Davies	2.00%	\$52,000	C
Alfred Raschdorf and Lisa Raschdorf	2.00%	\$52,000	C
Jeffrey Lengyel	1.00%	\$26,000	C
Diana Tafone	1.00%	\$26,000	C
Daniel Duggan	1.00%	\$26,000	C
Timothy Whiteley	1.00%	\$26,000	C
James Kenney	1.00%	\$26,000	C
Evangelos Pefanis	1.00%	\$26,000	C
Matthew Upshaw	0.50%	\$13,000	C
Richard Wong	0.50%	\$13,000	C
Christopher Cassato and Colleen Perfetto	0.50%	\$13,000	C
Abraham Kinney	0.50%	\$13,000	C
Patrick Kilhaney and Elaine Fajardo	0.50%	\$13,000	C
Marcos Ribero	0.50%	\$13,000	C
Pat Libutti	0.50%	\$13,000	C
Spencer Rowe	0.25%	\$6,500	C
Offira Gabbay	0.25%	\$6,500	C
Peter Lengyel	25.33%	\$33,333	D
TOTAL	100.00%	\$724,000	