

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF LYNN
E. BAKER.,

Case No.:22-CP-3062

Deceased.

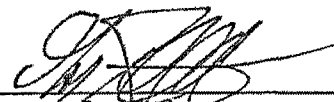
STATEMENT OF CLAIM

The undersigned, GERALD K. ALLEN and LORI A. ALLEN, through their undersigned counsel, file this their Statement of Claim against the ESTATE OF LYNN E. BAKER ("BAKER") and state:

1. The basis for this claim is that the undersigned claimants invested funds with the decedent for the following investments:
 - a. Impossible Foods, Inc., \$25,000.00. The Investment Agreements are attached hereto as Exhibit "A".
 - b. Nano C, Inc. \$100,000.00. Subscription Agreement documentation is attached as Exhibit "B."
 - c. AWA, LLC \$164,740.00. Subscription and Exchange and Release documentation is attached as Exhibit "C."
2. The name and address of the claimants are: Gerald K. and Lori A. Allen, 232 Linwood Lane, Wayzata, MN 55391.
3. The amount of the claim is \$289,740.00. which amount is now due.
4. The claim is not contingent or unliquidated.
5. The claim is not secured.

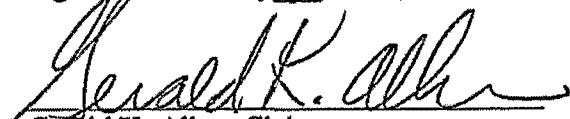
Under penalties of perjury I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on ^{March 7} February 7, 2023,



Attorney for Claimant

Signed on February 28, 2023,



Gerald K. Allen, Claimant

Gregory J. Orcutt, Esquire
Gregory J. Orcutt, P.L.
4921 Memorial Highway, Suite 110
Tampa, FL 33634

Signed on February 28, 2023



Lori A. Allen, Claimant

Copy Mailed to attorney for the Personal
Representative on _____, 2023

CLERK OF THE CIRCUIT COURT

BY: _____

EXHIBIT A

INVESTMENT AGREEMENT
for
Self-Directed IRA Investors

THIS INVESTMENT AGREEMENT ("Agreement") is executed effective as of 8/11/2020 | 8:51 AM EDT (the "Effective Date") by and between IAMC, LLC, a Minnesota limited liability company ("IMC"), and Midland Trust Company as Custodian FBO Gerald Allen [REDACTED] (the "Investor") (Investor is the owner of the IRA and not the IRA Account Name).

RECITALS

- A. IMC has established Class C Interests for 64 Accredited Investors and no more than 35 non-Accredited Sophisticated Investors, for the purpose to pool Investors funds and to invest the aggregate pooled funds by acquiring Class A Interests in Advisors Equity LLC at \$10,000 per Class A Interest.
- B. Advisors Equity LLC ("AE") is a Delaware limited liability company, that is a special purpose investment vehicle seeking to raise funds through the sale of Class A Member Interests in order to invest in, acquire, hold and/or sell securities of private and public entities ("Portfolio Securities").
- C. AE intends to focus its investments in restricted equity securities issued by *Impossible Foods Inc. and similar entities* (the "Issuer Securities"), provided, however, AE may invest up to 25% of investable proceeds in other types of securities which AE's Manager, IMC (the "Manager") believes possess the potential for capital appreciation. Acquisitions of Issuer Securities may be made through direct purchases from the holders thereof or through investments in various entities the sole holdings of which are Issuer Securities.
- D. IMC is the Managing Member and sole Class B member for AE and the sole Manager of AE.
- E. IMC will not charge any fees on the Class C Interests or on the assets purchased on behalf of the Class C Members and will not share in any of the profits or losses on the assets for Class C Interests. IMC is being compensated by AE for management, placement, and profit-sharing fees as the Manager of AE.
- F. The Class C Interests of IMC will only share in the net profits and net losses from the specific IMC asset, Class A Interests of AE, invested in AE by IMC on behalf of the Class C Interests of IMC. The Class C Interests will not share in the net profits or net losses of IMC on any of IMC's other assets, revenues sources, or income producing activities, including any of the fees earned from IMC's role as the Manager for AE.
- G. The Investor hereby elects to purchase a total (USA dollars) \$ 20000.00 of Class C Interests, at a price equal to \$10,000 per Class C Interest, the same price of the AE Class A Interests at \$10,000 per Class A Interest in AE. Fractional Interests allowed, for example \$25,000 = 2 1/2 Interests or Units.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Representations and Warranties of Investor. Investor understands that the issuance of the Units has not been registered under the Securities Act of 1933, as Amended (the "Act"). Investor also understands that the Units are being offered and sold pursuant to an exemption from registration contained in the Act based in part

upon Investor's representations contained in this Agreement. Investor hereby represents and warrants to IMC as follows:

i. Investor is capable of evaluating the merits and risks of an investment in IMC, which is investing in AE and has the capacity to protect Investor's own interests. The sale of the Units is not being registered and Investor must bear the economic risk of this investment indefinitely unless the resale of the Units is registered pursuant to the Act, or an exemption from registration is available. Investor understands that there is no assurance that any exemption from registration under the Act will be available and that, even if it is available, such exemption may not allow Investor to transfer all or any portion of the Units under the circumstances, in the amounts or at the times Investor might propose.

ii. Investor is acquiring the Units for Investor's own account for investment only, and not with a view towards their distribution.

iii. Investor acknowledges that he has had an opportunity to ask questions of and receive answers from IMC, or a person or persons acting on IMC's behalf, concerning the terms and conditions and all other aspects of investment in the Units.

iv. On the signature pages to this Agreement, the Investor has truthfully certified whether Investor is an "accredited investor" as defined in Rule 501 of the Securities Act, including the basis on which the Investor may satisfy such definition by net income or net worth or has checked off as a "non-accredited investor" and qualifies as a sophisticated investor to make this investment.

v. Investor shall be bound by the terms and conditions of IMC's Amended and Restated Agreement of Limited Liability Company (as amended from time to time, the "LLC Agreement"). Upon execution of this Agreement by Investor, Investor shall be bound automatically by the LLC Agreement as a Class C Member of IMC as well as be bound by the Operating Agreement for Advisors Equity LLC, which the Class C Member's purchase of Interest's proceeds will be invested. Investor acknowledges receiving and having an opportunity to review both the LLC Agreement and the AE Operating Agreement prior to the Effective Date.

vi. By executing and delivering this Agreement, the Investor acknowledges, warrants and represents as follows: (a) the Investor has full legal power and capacity to execute and deliver this Agreement, and upon such execution and delivery this Agreement shall be the valid and binding agreement of the Investor, enforceable in accordance with its terms; and (b) the execution and delivery of this Agreement will not conflict with or result in any default of any other agreement to which the Investor is bound.

2. Lock-Up. Withdrawals of capital are restricted during the two (2) year period following the date of acquisition of the AE Class A Interests by IMC, which will apply to the IMC Class C Member Interests, as no Member will have the right to withdraw all or any partial amount of his or its Capital Account (either in cash or in the form of Portfolio Securities), without the prior consent of the Manager, which consent may be withheld for any reason.

3. Restrictions. The Company, AE, believes that any Issuer Securities that it acquires will be subject to the same restrictions on transfer and rights of first refusal as they were when held by the holders of Issuer Securities from whom they were acquired. These restrictions include lock-up provisions pursuant to which the Company, or a Fund holding such Issuer Securities, would not be permitted to sell Issuer Securities for a set period of time, which is generally up to 180 days following the effective date of an initial public offering by an Issuer, unless such sale is consented to by the Issuer and the lead underwriter for such offering.

4. Confidentiality. Investor agrees that the matters set forth in this Agreement are confidential and that the matters set forth in this Agreement have not and shall not be disclosed except to accountants, attorneys and insurers or unless compelled to do so by subpoena, governmental investigation or audit (in which case Investor shall promptly notify IMC prior to such disclosure). Any such permitted disclosure must include a statement that the terms of this Agreement are confidential.

5. Governing Law, Venue. This Agreement is governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles. The parties hereby irrevocably and unconditionally consent to submit to the non-exclusive jurisdiction of the courts of the State of Minnesota and of the United States of America located in Minneapolis, Minnesota (the "Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, waive any objection to the laying of venue of any such litigation in the Courts and agree not to plead or claim in any Court that such litigation brought therein has been brought in an inconvenient forum.

6. Further Assurances. From time to time after the Effective Date, at the request of a party, the other party shall execute and deliver such documents and take such other action as the requesting party may reasonably request to consummate the transactions contemplated hereby.

7. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

8. Entire Agreement. The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument by the parties hereto and shall supersede all previous communications, agreements, representations or understandings, either oral or written, among Investor and IMC relating to the subject matter hereof.

9. Enforcement Expenses. The prevailing party in any action or injunction to enforce the terms of this Agreement shall be entitled to recover from the other party its costs and expenses incurred in such action or injunction, including reasonable attorneys' fees and other litigation expenses. For purposes of this Agreement, the "prevailing party" means the party (as plaintiff or defendant) which is finally determined to have materially prevailed on its claim for liability under or for breach of this Agreement or in its position in a declaratory action proceeding, or in its defense of any claim hereunder, regardless of whether any damages or other relief is awarded such party.

Signature Pages follow

SIGNATURE PAGES FOR SELF-DIRECTED IRA

I. Investor Information.

Name: Gerald Allen (Investor name as the owner of the IRA)

Home Address: _____
(Street) (City/State/Zip Code)

Telephone Number: _____

Email Address: _____

II. Investor Suitability Questionnaire.

Please initial all appropriate spaces below indicating the basis upon which the investor may qualify as an "accredited investor" or a "sophisticated investor" under the Securities Act of 1933 as Amended.

FOR INDIVIDUALS

DA The investor qualifies as an accredited investor with a net worth (or joint net worth together with the investor's spouse) in excess of \$1,000,000 and has no reason to believe that such net worth will not remain in excess of \$1,000,000 for the foreseeable future. *Please Note:* for purposes hereof, "net worth" means the excess of total assets at fair market value (excluding the value of a primary residence), over total liabilities (excluding liabilities secured by a primary residence, except to the extent that such liabilities exceed the fair market value of the primary residence).

Or, the investor had an annual income during the last two full calendar years of in excess of \$200,000 (or joint annual income together with the investor's spouse of in excess of \$300,000) and reasonably expects to have an annual income in excess of \$200,000 (or joint annual income together with the investor's spouse of in excess of \$300,000) during the current calendar year.

DA The investor qualifies as a non-accredited investor, who is a sophisticated investor with knowledge and experience in business matters to evaluate the risks and merits of this purchase of Class C Member Interests.

DA Initial _____ I have only initialed one of the above to confirm my investor status

III. IRA Custodian Name: Midland Trust Company

Principal Place of Business: 1520 Royal Palm Sq. Blvd., Suite 320, Fort Myers, FL 33919
(Street) (City/State/Zip Code)

Telephone Number: 2393331032
Midland Trust Company as Custodian FBO Gerald Allen

IRA Account Title: _____ Account # _____

III. Signatures.

INVESTORS (Owner of the IRA)

Occupied by:



(Signature)

Gerald Allen

(Printed name)


(Signature, if joint investment)

(Printed name, if joint investment)

ACCEPTED:

IAMC, LLC:

By: _____
Edward Baker, *Managing Member*



Edward Baker

REPORT OF ASSETS

PAGE 1

Gerald Allen
Self-Directed Traditional IRA

ACCOUNT [REDACTED] AS OF 08/31/2020

Investment Objective: Self-Directed Account

	Units	Price	Market Value
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NO ASSETS HELD BY THIS TRUST

TOTAL INVESTMENTS			0.00
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*CASH ON HAND			12,502.36
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TOTAL ASSETS			<u>12,502.36</u>
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* Cash is held in
UNDIRECTED CASH

Market values provided in this statement are either the original cost or the last market value provided to Midland IRA for each asset. It is the responsibility of the account holder to ensure that the market value of each asset is correct and provided at least annually to Midland for reporting purposes. Pursuant to SDCL 55-3-45, you have one hundred eighty days from the date of this statement in which to contest the value(s) reported on this statement, otherwise, these value(s) will be reported and approved as the true and accurate value(s) of your account. If any information in this statement appears to be incorrect, contact us at (866) 839-0429.

REPORT OF CASH ACCOUNT

Gerald Allen
Self-Directed Traditional IRA

ACCOUNT ██████████ FOR DATES 08/01/2020 TO 08/31/2020

BEGINNING BALANCE 0.00

ITEMS OF RECEIPT

1. CONTRIBUTIONS RECEIVED

IRA Cash Transfer In

08/24/2020 CHECK FROM ALLIANZ LIFE INSURANCE 12,502.36
RECEIVED FROM ACCT# DA910788 FUNDS
AVAILABLE ON 8/31/2020
Check # 738317

Total IRA Cash Transfer In 12,502.36

TOTAL CONTRIBUTIONS RECEIVED 12,502.36

TOTAL ITEMS OF RECEIPT 12,502.36

CASH ACCOUNT BALANCE 12,502.36

REPORT OF CASH ACCOUNT

Gerald Allen
Self-Directed Traditional IRA

ACCOUNT ██████████ FOR DATES 09/01/2020 TO 09/30/2020

BEGINNING BALANCE	12,502.36
ITEMS OF DISBURSEMENT	
1. ASSET PURCHASES AND TRANSFERS	
Purchase Asset w Unit Change	
IAMC LLC	
09/21/2020 Purchased 12,000 units	-12,000.00
WIRE TO IAMC LLC UNITED BANKERS BANK 091001322	
IAMC LLC 02501528 35003558	
Total Purchase Asset w Unit Change	-12,000.00
TOTAL ASSET PURCHASES AND TRANSFERS	-12,000.00
TOTAL ITEMS OF DISBURSEMENT	-12,000.00
CASH ACCOUNT BALANCE	502.36

INVESTMENT AGREEMENT
for
Self-Directed IRA Investors

THIS INVESTMENT AGREEMENT ("Agreement") is executed effective as of June 22, 2020 (the "Effective Date") by and between IAMC, LLC, a Minnesota limited liability company ("IMC"), and Midland Trust Company As Custodian FBO Lori Allen # [REDACTED] (the "Investor") (Investor is the owner of the IRA and not the IRA Account Name).

RECITALS

A. IMC has established Class C Interests for 64 Accredited Investors and no more than 35 non-Accredited Sophisticated Investors, for the purpose to pool Investors funds and to invest the aggregate pooled funds by acquiring Class A Interests in Advisors Equity LLC at \$10,000 per Class A Interest.

B. Advisors Equity LLC ("AE") is a Delaware limited liability company, that is a special purpose investment vehicle seeking to raise funds through the sale of Class A Member Interests in order to invest in, acquire, hold and/or sell securities of private and public entities ("Portfolio Securities").

C. AE intends to focus its investments in restricted equity securities issued by *Impossible Foods Inc.* and similar entities (the "Issuer Securities"), provided, however, AE may invest up to 25% of investable proceeds in other types of securities which AE's Manager, IMC (the "Manager") believes possess the potential for capital appreciation. Acquisitions of Issuer Securities may be made through direct purchases from the holders thereof or through investments in various entities the sole holdings of which are Issuer Securities.

D. IMC is the Managing Member and sole Class B member for AE and the sole Manager of AE.

E. IMC will not charge any fees on the Class C Interests or on the assets purchased on behalf of the Class C Members and will not share in any of the profits or losses on the assets for Class C Interests. IMC is being compensated by AE for management, placement, and profit-sharing fees as the Manager of AE.

F. The Class C Interests of IMC will only share in the net profits and net losses from the specific IMC asset, Class A Interests of AE, invested in AE by IMC on behalf of the Class C Interests of IMC. The Class C Interests will not share in the net profits or net losses of IMC on any of IMC's other assets, revenues sources, or income producing activities, including any of the fees earned from IMC's role as the Manager for AE.

G. The Investor hereby elects to purchase a total (USA dollars) \$ 13,000.00 of Class C Interests, at a price equal to \$10,000 per Class C Interest, the same price of the AE Class A Interests at \$10,000 per Class A Interest in AE. Fractional Interests allowed, for example \$25,000 = 2 ½ Interests or Units.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Representations and Warranties of Investor. Investor understands that the issuance of the Units has not been registered under the Securities Act of 1933, as Amended (the "Act"). Investor also understands that the Units are being offered and sold pursuant to an exemption from registration contained in the Act based in part

upon Investor's representations contained in this Agreement. Investor hereby represents and warrants to IMC as follows:

i. Investor is capable of evaluating the merits and risks of an investment in IMC, which is investing in AE and has the capacity to protect Investor's own interests. The sale of the Units is not being registered and Investor must bear the economic risk of this investment indefinitely unless the resale of the Units is registered pursuant to the Act, or an exemption from registration is available. Investor understands that there is no assurance that any exemption from registration under the Act will be available and that, even if it is available, such exemption may not allow Investor to transfer all or any portion of the Units under the circumstances, in the amounts or at the times Investor might propose.

ii. Investor is acquiring the Units for Investor's own account for investment only, and not with a view towards their distribution.

iii. Investor acknowledges that he has had an opportunity to ask questions of and receive answers from IMC, or a person or persons acting on IMC's behalf, concerning the terms and conditions and all other aspects of investment in the Units.

iv. On the signature pages to this Agreement, the Investor has truthfully certified whether Investor is an "accredited investor" as defined in Rule 501 of the Securities Act, including the basis on which the Investor may satisfy such definition by net income or net worth or has checked off as a "non-accredited investor" and qualifies as a sophisticated investor to make this investment.

v. Investor shall be bound by the terms and conditions of IMC's Amended and Restated Agreement of Limited Liability Company (as amended from time to time, the "LLC Agreement"). Upon execution of this Agreement by Investor, Investor shall be bound automatically by the LLC Agreement as a Class C Member of IMC as well as be bound by the Operating Agreement for Advisors Equity LLC, which the Class C Member's purchase of Interest's proceeds will be invested. Investor acknowledges receiving and having an opportunity to review both the LLC Agreement and the AE Operating Agreement prior to the Effective Date.

vi. By executing and delivering this Agreement, the Investor acknowledges, warrants and represents as follows: (a) the Investor has full legal power and capacity to execute and deliver this Agreement, and upon such execution and delivery this Agreement shall be the valid and binding agreement of the Investor, enforceable in accordance with its terms; and (b) the execution and delivery of this Agreement will not conflict with or result in any default of any other agreement to which the Investor is bound.

2. Lock-Up. Withdrawals of capital are restricted during the two (2) year period following the date of acquisition of the AE Class A Interests by IMC, which will apply to the IMC Class C Member Interests, as no Member will have the right to withdraw all or any partial amount of his or its Capital Account (either in cash or in the form of Portfolio Securities), without the prior consent of the Manager, which consent may be withheld for any reason.

3. Restrictions. The Company, AE, believes that any Issuer Securities that it acquires will be subject to the same restrictions on transfer and rights of first refusal as they were when held by the holders of Issuer Securities from whom they were acquired. These restrictions include lock-up provisions pursuant to which the Company, or a Fund holding such Issuer Securities, would not be permitted to sell Issuer Securities for a set period of time, which is generally up to 180 days following the effective date of an initial public offering by an Issuer, unless such sale is consented to by the Issuer and the lead underwriter for such offering.

4. Confidentiality. Investor agrees that the matters set forth in this Agreement are confidential and that the matters set forth in this Agreement have not and shall not be disclosed except to accountants, attorneys and insurers or unless compelled to do so by subpoena, governmental investigation or audit (in which case Investor shall promptly notify IMC prior to such disclosure). Any such permitted disclosure must include a statement that the terms of this Agreement are confidential.

5. Governing Law, Venue. This Agreement is governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles. The parties hereby irrevocably and unconditionally consent to submit to the non-exclusive jurisdiction of the courts of the State of Minnesota and of the United States of America located in Minneapolis, Minnesota (the "Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, waive any objection to the laying of venue of any such litigation in the Courts and agree not to plead or claim in any Court that such litigation brought therein has been brought in an inconvenient forum.

6. Further Assurances. From time to time after the Effective Date, at the request of a party, the other party shall execute and deliver such documents and take such other action as the requesting party may reasonably request to consummate the transactions contemplated hereby.

7. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

8. Entire Agreement. The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument by the parties hereto and shall supersede all previous communications, agreements, representations or understandings, either oral or written, among Investor and IMC relating to the subject matter hereof.

9. Enforcement Expenses. The prevailing party in any action or injunction to enforce the terms of this Agreement shall be entitled to recover from the other party its costs and expenses incurred in such action or injunction, including reasonable attorneys' fees and other litigation expenses. For purposes of this Agreement, the "prevailing party" means the party (as plaintiff or defendant) which is finally determined to have materially prevailed on its claim for liability under or for breach of this Agreement or in its position in a declaratory action proceeding, or in its defense of any claim hereunder, regardless of whether any damages or other relief is awarded such party.

Signature Pages follow

SIGNATURE PAGES FOR SELF-DIRECTED IRA

I. Investor Information.

Name: Lori Allen (Investor name as the owner of the IRA)

Home Address: 232 Lindawood Ln Wayzata, MN 55391
(Street) (City/State/Zip Code)

Telephone Number: (612) 860-3505

Email Address: jerrykallen@gmail.com

II. Investor Suitability Questionnaire.

Please initial all appropriate spaces below indicating the basis upon which the Investor may qualify as an "accredited investor" or a "sophisticated investor" under the Securities Act of 1933 as Amended.

FOR INDIVIDUALS

The investor qualifies as an accredited investor with a net worth (or joint net worth together with the investor's spouse) in excess of \$1,000,000 and has no reason to believe that such net worth will not remain in excess of \$1,000,000 for the foreseeable future. *Please Note:* for purposes hereof, "net worth" means the excess of total assets at fair market value (excluding the value of a primary residence), over total liabilities (excluding liabilities secured by a primary residence, except to the extent that such liabilities exceed the fair market value of the primary residence).

Or, the investor had an annual income during the last two full calendar years of in excess of \$200,000 (or joint annual income together with the investor's spouse of in excess of \$300,000) and reasonably expects to have an annual income in excess of \$200,000 (or joint annual income together with the investor's spouse of in excess of \$300,000) during the current calendar year.

The investor qualifies as a non-accredited investor, who is a sophisticated investor with knowledge and experience in business matters to evaluate the risks and merits of this purchase of Class C Member interests.

Initial I have initialed **AT LEAST ONE** of above to confirm my Investor status.

III. IRA Custodian Name: Midland Trust Company

Principal Place of Business: 1520 Royal Palm Sq. Blvd #320 Fort Myers, FL 33919
(Street) (City/State/Zip Code)

Telephone Number: 8668390429

IRA Account Title: Midland Trust Company As Custodian FBO David Kelly # 1715142

III. Signatures.

INVESTORS (Owner of the IRA)

(Designated by)

Lori Allen

(Signature)

Lori Allen

(Printed name)

(Signature, if joint investment)

(Printed name, if joint investment)

ACCEPTED:

IAMC, LLC:

(Designated by)

Edward Baker

By:

Edward Baker, *Managing Member*

REPORT OF ASSETS

PAGE 1

Lori Allan
Self-Directed Traditional IRA

ACCOUNT [REDACTED] AS OF 09/30/2020

Investment Objective: Self-Directed Account

	Units	Price	Market Value
PRIVATE EQUITY			
PRIVATE PLACEMENTS			
1. IAMC LLC Market Value as of 06/24/20	13,000.0000	1.0000	13,000.00
TOTAL Private Equity			<u>13,000.00</u>
TOTAL INVESTMENTS			<u>13,000.00</u>
CASH ON HAND			<u>1,000.00</u>
TOTAL ASSETS			<u><u>14,000.00</u></u>

* Cash is held in
UNDIRECTED CASH

Market values provided in this statement are either the original cost or the last market value provided to Midland IRA for each asset. It is the responsibility of the account holder to ensure that the market value of each asset is correct and provided at least annually to Midland for reporting purposes. Pursuant to SDCL 55-3-45, you have one hundred eighty days from the date of this statement in which to contest the value(s) reported on this statement, otherwise, these value(s) will be reported and approved as the true and accurate value(s) of your account. If any information in this statement appears to be incorrect, contact us at (866) 839-0428.

REPORT OF CASH ACCOUNT

Lori Allen
Self-Directed Traditional IRA

ACCOUNT ██████████ FOR DATES 09/01/2020 TO 09/30/2020

BEGINNING BALANCE 0.00

ITEMS OF RECEIPT

1. CONTRIBUTIONS RECEIVED	
IRA Cash Transfer In	
09/11/2020 CHECK FROM ALLIANZ LIFE INSURANCE RECEIVED FROM ACCT# DAY 78561 FUNDS AVAILABLE ON 9/18/2020 Check # 374034	14,000.00
Total IRA Cash Transfer In	14,000.00
TOTAL CONTRIBUTIONS RECEIVED	14,000.00
TOTAL ITEMS OF RECEIPT	14,000.00

ITEMS OF DISBURSEMENT

2. ASSET PURCHASES AND TRANSFERS	
Purchase Asset w Unit Change IAMC LLC	
09/21/2020 Purchased 13,000 units WIRE TO IAMC LLC UNITED BANKERS BANK 091001322 IAMC LLC 02501526 35003558	-13,000.00
Total Purchase Asset w Unit Change	-13,000.00
TOTAL ASSET PURCHASES AND TRANSFERS	-13,000.00
TOTAL ITEMS OF DISBURSEMENT	-13,000.00
CASH ACCOUNT BALANCE	1,000.00

EXHIBIT B

From: Gmail [jerry.silant@gtacell.com]
Subject: Advisor Equity Funds Baker Signed Impossible Foods.pdf Second File
Date: November 29, 2022 at 1:56 PM
To: Mattomara Brian admin@mattonaralegal.com

AMENDMENT SUBSCRIPTION PAGE

CLASS A MEMBER INTERESTS of ADVISORS EQUITY LLC

SERIES H-IF FUND

This Amendment Page to your Subscription relates to the offering of Class A Member Interests (the "Class A Interests") of Advisors Equity LLC, a Delaware limited liability company and DDA Advisors Equity Fund (the "Fund"), with the purchasing of additional positions in the Fund for your Capital Account.

You are electing to add to your current positions and if applicable, receive the volume discount for the combined investments of your initial investment and to this additional investment in the Fund for your Capital Account.

New Amended Purchase Amount: \$ 50,000.00

Original Investment: ~~\$50,000~~ New Total Investment: \$ 100,000.00

PAYMENT INSTRUCTIONS: Check which payment process.

If ACH, you authorize Advisors Equity LLC by your signature on this Amendment, to do an ACH transfer from your bank account information provided below:

X ACH
Bank Routing #: [REDACTED]
Bank Account #: [REDACTED]

WIRE INSTRUCTIONS:
Receiving Bank Name: United Bankers Bank
ABA# 091001323

Beneficiary: BookFister
125 Twin Rivers Circle, Sorell, MN 55377
Account Number: 02701526

Further Credit to Customer: Advisors Equity LLC - Series H Fund
Account Number: [REDACTED]

Print Name: Joseph R. Baker, CEO, Impossible Foods

1st Signature: [Signature]

Date: 2/12/2021

2nd Signature: [Signature]

Date: 2/12/2021

AMENDMENT SUBSCRIPTION PAGE

Series B FUND - CLASS A MEMBER INTERESTS

of ADVISORS EQUITY LLC

This Amendment Page to your Subscription relates to the funding of Class A Member Interests (the "Class A Interests") of Advisors Equity LLC, a Delaware limited liability company and DBA Advisors Equity Fund (the "Fund"), with the purchasing of positions in the Series B Fund for your Capital Account in the Fund.

PAYMENT INSTRUCTIONS: (check ACH or Wire on the line)

ACH (no cost to Purchaser and the easiest)

Purchaser Name on the Bank Account: Wings Financial Credit Union

Bank ABA Routing #: [REDACTED]

Bank Account #: [REDACTED]

Check the Type of Account: Checking Savings Money Market

Date Funds Available: 05/1/2021

Your signature below authorizes Advisors Equity Fund to ACH your payment from this bank account.

WIRE INSTRUCTIONS:

Receiving Bank Name: United Bankers Bank

ABA# [REDACTED]

Beneficiary: Bank Plaza

125 Twin Rivers Court, Sartell, MN 56377

Account Number: 02501526

Further Credit to Customer: Advisors Equity LLC - Series B Fund

Account Number: [REDACTED]

Print Name: Gerald K. Allen

Signature: [REDACTED]

Date: 1/26/2021



**WINGS FINANCIAL CU
WIRE APPLICATION AND AGREEMENT**

WIRE INFORMATION			
Date/Time Entered:	7/27/2021 3:29 PM	Wire Type:	Domestic
Transaction Date:	7/27/2021	Payment Method:	Amount: \$ 100,000.00
Entered By:	2349	Wire Source:	Telephone (+) Fee: \$ 30.00
Entered At:	Branch 450		(-) Total: \$ 100,030.00
Wire Purpose:	Wire Description:		

ORIGINATOR INFORMATION		
ID Type:	ID Number:	ID Issued By:
Account Number:	Account Type: BOA	
Name:	GERALD KEITH ALLEN	Telephone:
Address: 232 LINDAWOOD LN WAYZATA, MN 55391-0666 US		

BENEFICIARY INFORMATION		
Account Number:	Name:	Telephone:
	BANKVISTA	
Address: 125 TWIN RIVERS COURT SARTELL, MN 56377		
Instructions: FURTHER CREDIT TO CUSTOMER: ADVISORS EQUITY LLC - SERIES C FUND INVESTOR NAME: NANO C		

RECEIVER FI INFORMATION	
Name:	Identifier:
UNITED STATES MPLE	

INTERMEDIARY FI INFORMATION		
Name:	Identifier:	Country:
Address:		

BENEFICIARY FI INFORMATION		
Name:	Identifier:	Country:
Address:		

Originator/Conductor Signature	Date
--------------------------------	------

CALLBACK INFORMATION	
Callback Completed By:	Spoke To:

EXHIBIT C

10/10

SUBSCRIPTION AGREEMENT

Nucleus Advisers LP
Nucleus Advisers Management LLC (General Partner)
c/o IAMC, LLC
601 Carlson Parkway, Suite 1050
Minnetonka, MN 55305
Attention: Chief Executive Officer

Dear Sir or Madam:

1. **Subscription for an Interest.** The undersigned hereby irrevocably subscribes, in the amount set forth on the signature pages hereto, for a limited partnership interest (the "Interest") consisting of "Common Units" in Nucleus Advisers LP (the "Partnership"). The undersigned acknowledges that this subscription is subject to acceptance or rejection (in whole or in part) at the discretion of Nucleus Advisers Management LLC, the general partner of the Partnership. The minimum initial subscription is \$10,000, unless the Partnership otherwise agrees in advance. This Subscription Agreement (this "Agreement") is being entered into in connection with the offer for sale by the Partnership of up to 100,000 "Common Units" at a per-Unit price of \$10.00 (the "Offering"). The Partnership must receive executed subscriptions and related funds for at least 25,000 Common Units (i.e., \$200,000) prior to accessing subscribers' funds in the Offering. The term "Common Units" has the meaning set forth in the "LP Agreement," as that term is defined in Section 2(e) below. A copy of the LP Agreement is not attached to this Agreement and will be forthcoming with your subscription acceptance. Common Units have the relative rights, preferences and privileges as set forth in the LP Agreement.

2. **Representations and Warranties of the Subscriber.** The undersigned, and the person executing this Agreement on behalf of the undersigned (if the undersigned is an entity) (such person being referred to herein as the "signatory"), hereby jointly and severally represent and warrant to the Partnership as follows:

(a) If an entity, the undersigned is duly authorized and qualified to become a member of the Partnership, and the signatory has been duly authorized by the undersigned to execute and deliver this Agreement.

(b) If a natural person, the undersigned is at least 21 years of age and is legally competent to execute and deliver this Agreement.

(c) The undersigned is acquiring the Interest (i) for the undersigned's own account, and (ii) for investment purposes and not with a view to the resale or distribution of all or any part of such Interest. If the undersigned is subscribing for an Interest as a record owner on behalf of one or more investors or beneficial owners, the undersigned agrees that the representations made in paragraph (k) below are made by the undersigned on behalf of and with respect to both the undersigned and all such beneficial owners.

VI. Signatures.

INDIVIDUAL OR IRA SUBSCRIBERS:

Gerald K. Allen
(Signature)

Gerald K. Allen
(Printed name)

Lori Allen
(Signature, if joint investment)

Lori Allen
(Printed name, if joint investment)

ENTITY SUBSCRIBERS:

(Name of entity)

(Signatory)

(Title)

(Signature)

Dated Nov. 9, 2010

Dated _____

ACCEPTED:

NUCLEUS ADVISERS MANAGEMENT LLC
General Partner of Nucleus Advisers LP

By: _____
Name: _____
Title: _____

Dated: _____

GERALD K. OR LORI A. ALLEN
PH. 652-473-5581
232 LINDA WOOD LANE
WAYZATA, MN 55391

16425
22-76152563

NOV 9 2010

Pay to the
Order of

Nucleos Advisory Management LLC \$10,000.00

Ten Thousand and 00/100 Dollars



Registration Office
6101 34th Avenue South
Bloomington, MN 55425
1-800-882-2274
www.wingsfinancial.com

Gerald K. Allen

Pay to the order of

Printed Name

EXCHANGE AND RELEASE AGREEMENT

THIS EXCHANGE AND RELEASE AGREEMENT ("Agreement") is executed effective as of June 9, 2015 (the "Effective Date") by and between AWA Group LP, a Delaware limited partnership ("AWA"), and Gerald K. and Lori A. Allen (the "Investor").

RECITALS

A. In the future, AWA intends to sell \$20 million to \$50 million of its Class A Units, also referred to as Common Units (the "Units") in an initial public offering (the "IPO") in compliance with Regulation A of the Securities Act of 1933, as amended (the "Act").

B. The Investor previously subscribed (the "Investment") to purchase certain securities, including but not limited to limited partnership interests and warrants (the "Affiliate Securities") of Nucleus Advisers LP ("Nucleus") and/or MLP, a to-be-formed Maryland master limited partnership ("MLP"), through IAMC, LLC, a Minnesota limited liability company ("IAMC"), as the offering administrator of MLP.

C. IAMC is (i) the sole member of AWA Management LLC ("AWA Mgmt"), a Delaware limited liability company and the founding general partner of AWA, and (ii) the founding limited partner of AWA.

D. IAMC, the Investor and AWA have agreed upon the terms by which the proceeds of the Investment shall be used to pay for prior, current and expected costs and expenses related to the organization of AWA Mgmt and AWA, the IPO and working capital for AWA and AWA Mgmt, in exchange for certain Units to be issued to the Investor, as set forth herein.

E. The Investor also agrees to waive any and all claims related to, among other things, the Investment, in exchange for Units, upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Cancellation of Affiliate Securities. Investor acknowledges and agrees that all of the Affiliate Securities are cancelled in their entirety.

2. Issuance of Units. Effective as of the Effective Date, AWA hereby issues to Investor 102,346 Units, which Units shall be fully paid, validly issued and non-assessable limited partnership interests of AWA.

3. Representations and Warranties of Investor. Investor understands that the issuance of the Units has not been registered under the Act. Investor also understands that the Units are being offered and sold pursuant to an exemption from registration contained in the Act based in part upon Investor's representations contained in this Agreement. Investor hereby represents and warrants to AWA as follows:

i. Investor is capable of evaluating the merits and risks of an investment in AWA and has the capacity to protect Investor's own interests. The sale of the Units is not being registered under the IPO, and Investor must bear the economic risk of this investment indefinitely unless the resale of the Units is registered pursuant to the Act, or an exemption from registration is available. Investor understands that there is no assurance that any exemption from registration under the Act will be available and that, even if it is available, such exemption may not allow Investor to transfer all or any portion of the Units under the circumstances, in the amounts or at the times Investor might propose.

ii. Investor is acquiring the Units for Investor's own account for investment only, and not with a view towards their distribution.

iii. Investor acknowledges that he has had an opportunity to ask questions of and receive answers from AWA, or a person or persons acting on AWA's behalf, concerning the terms and conditions and all other aspects of investment in the Units.

iv. On the signature pages to this Agreement, the Investor has truthfully certified whether Investor is an "accredited investor" as defined in Rule 501 of the Securities Act, including the basis on which the Investor may satisfy such definition.

v. Investor shall be bound by the terms and conditions of AWA's Amended and Restated Agreement of Limited Partnership (as amended from time to time, the "Partnership Agreement"). Upon execution of this Agreement by Investor, Investor shall be bound automatically by the Partnership Agreement as a limited partner of AWA. Investor acknowledges receiving and having an opportunity to review the Partnership Agreement prior to the Effective Date.

vi. By executing and delivering this Agreement, the Investor acknowledges, warrants and represents as follows: (a) the Investor has full legal power and capacity to execute and deliver this Agreement, and upon such execution and delivery this Agreement shall be the valid and binding agreement of the Investor, enforceable in accordance with its terms; and (b) the execution and delivery of this Agreement will not conflict with or result in any default of any other agreement to which the Investor is bound.

4. Lock-Up. Investor agrees to execute a customary lock-up agreement, if requested by the underwriters of the IPO that restricts, without the prior written consent of such underwriters, sales of Units of the Investor and certain affiliates and related persons for up to 12 months after the completion of the IPO; provided, that all other persons that purchase Units pursuant to an exchange and release agreement with AWA prior to the IPO shall be bound by similar restrictions as Investor.

5. Investor's Release. Investor, on behalf of Investor and each of Investor's affiliates, successors, assigns, beneficiaries, insurers, indemnitors, trustees, agents and representatives (collectively, the "Investor Releasing Parties"), hereby releases and forever discharges Nucleus, MLP, IAMC, AWA, AWA Mgmt. L. Edward Baker, and their subsidiaries and affiliates, and each of their respective officers, managers, governors, directors, shareholders, partners, members, affiliates, predecessors, successors, assigns, estates, insurers, indemnitors, attorneys, employees, agents and representatives, if any (collectively, the "Released Parties"), of and from any and all past, present and future claims, demands, liabilities, judgments, and causes of action, at law or in equity, known or unknown, asserted or unasserted, liquidated or unliquidated, absolute or contingent, accrued or not accrued, which any of the Investor Releasing Parties (either individually or jointly) ever had, presently has, might have in the future, claim to have, or claim to have had against any of the Released Parties related to the Affiliate Securities and those claims arising out of, touching upon, relating to, or in any manner connected with any act or omission of any of the Released Parties occurring prior to the Effective Date; provided, however, that the foregoing shall not release or waive a breach by AWA of this Agreement.

6. Covenant Not To Sue. Investor, on behalf of Investor and the Investor Releasing Parties, hereby irrevocably covenants to refrain from asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any of the Released Parties based upon any matter purported to be released hereby.

7. Confidentiality. Investor, on behalf of Investor and the Investor Releasing Parties, agrees that the matters set forth in this Agreement are confidential and that the matters set forth in this Agreement have not and shall not be disclosed except to accountants, attorneys and insurers or unless compelled to do so by subpoena.

governmental investigation or audit (in which case Investor shall promptly notify AWA prior to such disclosure). Any such permitted disclosure must include a statement that the terms of this Agreement are confidential.

8. Governing Law, Venue. This Agreement is governed by the laws of the State of Delaware without regard to its conflicts-of-law principles. The parties hereby irrevocably and unconditionally consent to submit to the non-exclusive jurisdiction of the courts of the State of Minnesota and of the United States of America located in Minneapolis, Minnesota (the "Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, waive any objection to the laying of venue of any such litigation in the Courts and agree not to plead or claim in any Court that such litigation brought therein has been brought in an inconvenient forum.

9. Third Party Beneficiaries. Each of the Released Parties shall be an intended third party beneficiary of this Agreement.

10. Further Assurances. From time to time after the Effective Date, at the request of a party, the other party shall execute and deliver such documents and take such other action as the requesting party may reasonably request to consummate the transactions contemplated hereby.

11. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

12. Entire Agreement. The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument by the parties hereto and shall supersede all previous communications, agreements, representations or understandings, either oral or written, among Investor, AWA and IAMC relating to the subject matter hereof.

13. Enforcement Expenses. The prevailing party in any action or injunction to enforce the terms of this Agreement shall be entitled to recover from the other party its costs and expenses incurred in such action or injunction, including reasonable attorneys' fees and other litigation expenses. For purposes of this Agreement, the "prevailing party" means the party (as plaintiff or defendant) which is finally determined to have materially prevailed on its claim for liability under or for breach of this Agreement or in its position in a declaratory action proceeding, or in its defense of any claim hereunder, regardless of whether any damages or other relief is awarded such party.

Signature Pages follow

SIGNATURE PAGES

I. Investor Information:

Name: Gerald K. and Lori A. Allen
 Social Security or Taxpayer Identification Number: 482-54-5909 - 477-56-8571
 Home Address/ Principal Place of Business: 232-Lindawood Lane Wayzata, Mn. 55391
 (Street) (City/State/Zip Code)
 Jurisdiction of Organization (entities): Individuals
 Telephone Number: 62-840-3505 (Mobile) Facsimile Number: None
 Email Address: Jerry.Kallen@gmail.com
 Contact Person (entities): Gerald K. Allen
 Date of Formation (entities): _____ Fiscal Year (entities): _____

II. Investor Suitability Questionnaire.

Please initial all appropriate spaces below indicating the basis upon which the Investor may qualify as an "accredited investor" under the Securities Act of 1933.

FOR INDIVIDUALS

- The investor has a net worth (or joint net worth together with the investor's spouse) in excess of \$1,000,000, and has no reason to believe that such net worth will not remain in excess of \$1,000,000 for the foreseeable future. *Please Note:* For purposes hereof, "net worth" means the excess of total assets at fair market value (excluding the value of a primary residence), over total liabilities (excluding liabilities secured by a primary residence, except to the extent that such liabilities exceed the fair market value of the primary residence).
- The investor had an annual income during the last two full calendar years of in excess of \$200,000 (or joint annual income together with the investor's spouse of in excess of \$300,000) and reasonably expects to have an annual income in excess of \$200,000 (or joint annual income together with the investor's spouse of in excess of \$300,000) during the current calendar year.

FOR CORPORATIONS, PARTNERSHIPS OR LIMITED LIABILITY COMPANIES

- The investor has total assets in excess of \$5,000,000.
- All of the equity owners, Unit owners and participants of the Investor are accredited investors. If the Investor initiated this statement and did not initial any of the preceding three statements, AWA in its sole discretion may require the Investor to provide AWA with a list setting forth the names of all owners and participants and indicating the manner in which they qualify, and may require each such person to complete an accredited investor and qualified eligible person equity owner questionnaire in the form supplied by AWA.
- The investor is a broker-dealer registered under Section 15 of the Securities and Exchange Act of 1934.

FOR TRUSTS

- The Investor has total assets in excess of \$5,000,000, its purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment by AWA.
- The Investor is a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors and qualified eligible persons.

From: Ed Baker ed.baker@gmail.com
Subject: Units
Date: September 2, 2015 at 1:37 PM
To: Jerry Allen jerryk201@gmail.com

Jerry, attached is the updated list of your units with the additional units you purchased in June of 2015 from the allocation of the Note Holder's Subscription.

Later today or Thursday you will be receiving the Exchange Agreement to swap your MLP units and your Nuclear units for AWA units. The attached is only for the 2014-15 MLP units.

Please send me a confirmation reply email this amount of units matches your records.

Thanks,

Ed

MLP Private Placement Offering Subscribers:

MLP Units to swap for "AWA" units in

AWA Group LP

The following amounts will be in the Swap Agreement for the investor listed below to receive on a 1:1 basis AWAX shares in exchange for MLP units.

	<u>Investor</u>	<u>Units</u>	<u>Invested</u>	<u>Per Unit</u>
	2014 Allen	1,280	\$ 5,000	\$ 4.00
	2016 Allen	3,572	\$ 10,000	\$ 2.80
	Total Units	4,852	\$ 15,000	\$ 3.11

From: Ed Baker edbaker@amazon.com
Subject: Not Set
Date: September 22, 2015 at 5:31 PM
To: Jerry Allen jerryallen@amazon.com

Jerry, attached is your signed Acceptance page for your records.

Your per unit book matches my records.

Have you sent the TA their form, Clear/Trust?

Also, call me when you have a chance on Wednesday or Thursday. I want to discuss one of your questions a week or so ago.

Ed

On Thu, Sep 10, 2015 at 11:52 AM, Jerry Allen <jerryallen@amazon.com> wrote:
Ed, please let this be complete. Talk on Monday, Jerry

Begin forwarded message:

From: Budget Printing & Awards <budget@bpa.com>
Date: September 10, 2015 at 10:47:57 AM CDT
To: Jerry Keith <jerryk@bpa.com>
Subject:

III. Signatures

INVESTOR AL INVESTORS

Gerald K. Allen
(Signature)

Gerald K. Allen
(Printed name)

Lori Allen
(Signature, if joint investment)

Lori Allen
(Printed name, if joint investment)

ENTITY INTERESTS

(Name of entity)

(Name of signatory)

(Title)


(Signature)

ACCEPTED:

AWA:

AWA GROUP LP

By: AWA MANAGEMENT LLC
in General Partner


L. Edward Baker, Chief Executive Officer

11/19/04

Signature Page 2 of
Exchange and Release Agreement

CAPITAL CALL 2013
SUBSCRIPTION AGREEMENT

Nucleus Advisers LP
Nucleus Advisers Management LLC (General Partner)
Attn: L. Edward Baker
P.O. Box 3086
Naples, FL 34105

Dear Ed:

1. **Subscription for an Interest in the Capital Call by Nucleus Advisers LP.** This Capital Call Subscription Offering is only being offered to existing Nucleus Advisers LP shareholders (unit-holders). The undersigned hereby irrevocably subscribes, in the amount set below, for a limited partnership interest (the "Interest") consisting of "Preferred Units-Class E" in Nucleus Advisers LP (the "Partnership"). The undersigned acknowledges that this subscription is subject to acceptance or rejection (in whole or in part) at the discretion of Nucleus Advisers Management LLC, the general partner of the Partnership. This Subscription Agreement (this "Agreement") is being entered into in connection with this limited offer for sale by the Partnership of up to 709,200 total, if 100% subscribed of "Class E Units" Preferred Units at a per-Unit price of \$0.33, pursuant hereto (the "Capital Call Offering"). The term "Preferred Unit" has the meanings set forth in the "LP Agreement", as that term is defined in Section 2(e). The Class E Preferred Units have the same relative rights as all other Preferred Units, preferences and privileges set forth in the LP Agreement.

2. **This Capital Call Offering** is priced at \$0.33 per unit on a 3:1 basis for current Nucleus Advisers LP shareholders (unit-holders) holdings. This offering expires at 4:00 pm EDT on Tuesday, April 16, 2013.

3. **The purpose of the Capital Call 2013** is to raise operating capital for Nucleus Advisers to be a presenting company in the Private Equity Forum ("Forum") on May 2, 2013 at the Yale Club in New York, NY and to cover operating expenses during the period after the Forum to close the acquisition capital raise from the Forum attendees.

Amount of subscription at \$0.33 per Class E Unit (minimum: \$1,000):

\$ 2500.00

1. Subscriber Information.

Subscriber's Name:

Gerald K. Allen

Social Security or Taxpayer Identification Number:

482-54-5909

**CAPITAL CALL 2013
SUBSCRIPTION AGREEMENT**

Signatures.

INDIVIDUAL OR IRA SUBSCRIBERS:

TRUST SUBSCRIBERS:

Gerald K. Allen

(Signature)

_____ (Name of Trust)

Gerald K. Allen

(Printed name)

_____ (Trustee Signatory)

_____ (Signature, if joint investment)

_____ (Trustee Printed Name)

_____ (Printed name, if joint investment)

Dated

April 16, 2013

Dated _____

ACCEPTED:

NUCLEUS ADVISERS MANAGEMENT LLC
General Partner of Nucleus Advisers LP

By: _____

Name: _____

Title: _____

Dated: _____

Send Subscription amount to Nucleus bank account via wire:

Wire Instructions:

Private Bank Minnesota, ABA # [REDACTED], Address: 222 So. Ninth St., #3800,
Minneapolis, MN 55402;

FBO: Nucleus Advisers Management LLC, Account # 2020287,

Address: P.O. Box 3086, Naples, FL 34106



Domestic Wire Transfer Worksheet

Please type all information. All lines must be completed

Member's Name: GERALD KEITH ALLEN

Daytime Telephone Number: 612-860-3505- CELL

Wings ID #: [REDACTED] Account #: [REDACTED]

Dollar Amount to be sent: \$ 2500.00 Fee: \$20.00

See Attached Form Scan for Future Wires

Wiring Instructions for Receiving Bank

ABA/Routing Number: [REDACTED]

Bank Name: PRIVATE BANK MINNESOTA

City/State: 222 S NINTH ST #3800 MINNEAPOLIS MN 55402

Bank Telephone: _____

Beneficiary Bank Name (if applicable)

ABA/SWIFT Code: _____

Bank Name: _____

Beneficiary Bank Account Number at Receiving Bank: _____

City/State/Country: _____

Beneficiary Information

Name on Account at Receiving Bank: NUCLEUS ADVISERS MANAGEMENT LLC

Account Number at Receiving/Beneficiary Bank: [REDACTED]

Type of Account: (i.e. savings, checking, etc.) _____

For Further Credit To: Name: _____

Account Number: _____

Special Instructions: _____

By signing below, you certify that you have received Wings Wire Transfer/Cable disclosure. You also have verified that the information entered above is correct.

Member's Signature [Signature] Date 4/16/2013

CU USE ONLY

Balance Verified

Member Verified By:

Authorization Code

ID - Type and # MN DL - P966124797421

Teller Number 1657 Date 4-16-13 Ext 6406

Employee Signature _____

Outgoing Messages

Message List Previous Next

Status:	Completed	Message Type:	Standard
Create Time:	04/16/2013 17:12:06	Test/Prod:	Prod
TMAD:	20130416 QMGFT013 002734 04161718		
OMAD:	20130416 QMGFNP75 002914 04161718		

See Audit Log for this Message

Create new message from this Export

Basic Information

Sender ABA (3100):	[REDACTED] WINGS FINANCIAL CU
Receiver ABA (3400):	[REDACTED] PRIVATE MK
Amount (2000):	2,500.00
Type/Subtype Code (1510):	1000 - Transfer of Funds
Business Function (3600):	GTR - Customer Transfer

Originator Information

Originator (5000)	
Name:	GERALD KEITH ALLEN
Address:	232 LINDAWOOD LN WAYZATA MN 55391

Beneficiary Information

Beneficiary (4200)	
ID Codes:	D - DDA Account Number
Name:	[REDACTED] NUCLEUS ADVISORS MANAGEMENT LLC

Create new message from this Export

From: Ed Baker (ed.baker@gmail.com)
Subject: Units
Date: June 18, 2016 at 9:12 AM
To: Jerry Allen (jerryallen@gmail.com)

Jerry, this is confirmation of your additional \$10,000 to purchase additional units available from an investor's promissory note at \$2.00 per unit. I have added 3,572 units to your capital account.

For your message, you are placing this check in the mail, along with the attached Subscriber page, just sign anywhere on the page.

Ed

SIGNATURE PAGES

Please indicate how you would like your interest to be registered (check one):

- Individual Ownership (One signature required below) Trust or IRA
 Joint Tenants with Rights of Survivorship (All tenants must sign below)
 Tenants in Common (All tenants must sign below)

Subscription amount:

\$ 10,000.00

Make check payable to: IAMC-MLP Account

Mail Instructions: IAMC, LLC
Offering Administrator for MLP
PO Box 2080
Naples, FL 34106

Wire Instructions: BMO Harris Bank, N.A.
651 Nicollet Mall
Minneapolis, MN 55402
ABA: [REDACTED]
Account: [REDACTED]
FIC: IAMC, LLC-MLP Account

The subscribers 8% preferred income will begin accruing on the IPO effective date or the quarter following the partnership's exercise of affiliate call options, which ever event happens first. Quarterly interest payments will be distributed 30 days after the end of each calendar quarter.

Investor Volume Discount Schedule:
\$0.00-\$10,000 at \$4.00 per share (unit)
\$10,000-\$19,999 at \$3.60 per share (unit), 10% discount
\$20,000-\$29,999 at \$3.20 per share (unit), 20% discount
\$30,000-\$39,999 at \$2.80 per share (unit), 30% discount



**ADDENDUM TO
EXCHANGE AND RELEASE AGREEMENT**

THE EXCHANGE AND RELEASE AGREEMENT ("Agreement") was executed effective as of June 9, 2015 (the "Effective Date") by and between AWA Group LP, a Delaware limited partnership ("AWA"), and Gerald K. and Lori Allen (the "Investor").

This Addendum is to the above named Agreement between AWA and Investor, effective May 16, 2017. Investor, by executing this Addendum, acknowledges they are purchasing additional units from the MLP, part of the total units included in AWA's Offering under Regulation A. IAMC has advised Investor the source of the units is due to a note default by another MLP investor. IAMC is transferring these additional units to the Investor, with all "Recitals and the Agreement" from the June 9, 2015 Exchange and Release Agreement, to apply to these additional units purchased with this Addendum. 2015 #KK

The following is the purchase terms volume schedule being applied for Investor. A percentage of cash is due now, with the signed Addendum and the balance percentage is due 5 days from the date Investor is advised by AWA it has received the Subscription reaching the \$10 million of the AWA Offering Amended March 6, 2017:

Units purchase at \$5.00 per unit, based on the following payment terms:

\$1,000 to \$24,999: 40% cash due now and 60% due later.

\$25,000 to \$49,999: 35% cash due now and 65% due later.

\$50,000 to \$74,999: 30% cash due now and 70% due later.

\$75,000 to \$99,999: 25% cash due now and 75% due later.

\$100,000 or over: 20% cash due now and 80% due later.

The additional 10,000 units purchased are to be added to Investor's current account of 102,398 units, with AWA's transfer agent, to show a new balance of 112,398 units.


The # of additional 10,000 units x \$5.00 per unit equals \$ 50,000.00

The total amount of cash due now is \$ 15,000.00 and the balance due of \$ 35,000.00 5 days after AWA advises Investor the last Subscription to reach \$10 million has been received.

Signature page and payment instructions page follows.

III. Signatures.

INDIVIDUAL INVESTORS



(Signature)

Gerald K. Allen

(Printed name)



(Signature, if joint investment)

Lori Allen

(Printed name, if joint investment)

ENTITY INVESTORS

(Name of entity)

(Name of signatory)

(Title)

(Signature)

ACCEPTED:

AWA:

AWA GROUP LP

By: AWA MANAGEMENT LLC
as General Partner

By: _____
L. Edward Baker, Chief Executive Officer

WORLD A. ALLEN
LORI A. ALLEN
232 LINDAWOOD LN.
WAYZATA, MN 55391-0886

U.S. Bank Equiline™ 1043

May 19, 2017

PAID TO THE
ORDER OF

JAMC, LLC - MLP Account 15,000.00
Fifteen thousand and 00/100



All of us serving you™
U.S. Bank Member Institution
Member FDIC

Minimum amount \$100

AWA - stock - 30%

Lori A. Allen

G. K. OR LORI ALLEN
27 LINDAWOOD LN.
WAYZATA, MN 55391-9666

17-2/010
1202405193

7936

DATE Dec 14, 2017

PAY TO THE
ORDER OF

IMAC, LLC - MPA Account \$ 35,000.00

Thirty Five Thousand and 00/100 DOLLARS

usbank

The City State Member

usbank.com

MEMO

Final Payment - 10,000.00

G. K. Allen

[Redacted MICR line]

**ADDENDUM TO
EXCHANGE AND RELEASE AGREEMENT**

THE EXCHANGE AND RELEASE AGREEMENT ("Agreement") was executed effective as of June 9, 2015 (the "Effective Date") by and between AWA Group LP, a Delaware limited partnership ("AWA"), and Gerald K. and Lori Allen (the "Investor").

This Addendum is to the above named Agreement between AWA and Investor, effective May 2, 2018. Investor, by executing this Addendum, acknowledges they are purchasing additional units from the MLP, part of the total units included in AWA's Offering under Regulation A. IAMC has advised Investor the source of the units is due to a note default by another MLP investor. IAMC is transferring these additional units to the Investor, with all "Recitals and the Agreement" from the June 9, 2015 Exchange and Release Agreement, to apply to these additional units purchased with this Addendum.

The following is the purchase terms volume schedule being applied for Investor. A percentage of cash is due now, with the signed Addendum and the balance percentage is due 10 days from the date Investor is advised by AWA it has received the "Letters of Intent" ("LOIs") reaching the \$21.6 million of revenue:

Units purchased at \$7.20 per unit, based on the following payment terms:

1/3 due at Subscription; 2/3 due at 10 days-notice of \$21.6 million revenue in LOIs

The additional 1,000 units purchased are to be added to Investor's current account of 112,398 units, with AWA's transfer agent, to show a new balance of 113,398 units.

The # of additional 1,000 units x \$7.20 per unit equals \$7,200.

The total amount of cash due now is \$2,400 and the balance due of \$4,800, 10 days after AWA advises Investor the of \$21.6 million revenue in LOIs

Signature page and payment instructions pages follow:

Signatures.

INDIVIDUAL INVESTORS

Gerald K. Allen
 (Signature)
Gerald K. Allen
 (Printed name)
Lori Allen
 (Signature, if joint investment)
Lori Allen
 (Printed name, if joint investment)

ENTITY INVESTORS

 (Name of entity)

 (Name of signatory)

 (Title)

 (Signature)

ACCEPTED:

AWA:

AWA Group LP

By: AWA Management LLC
as General Partner

By: L. Edward Baker
 L. Edward Baker, Chief Executive Officer

GERALD K. OR LORI ALLEN
 232 LINDAWOOD LANE
 WAZATA, MN 55391

18719

22-78152296

May 5 2018

CHECK

Pay to the
Order of

AWA Group LP

\$ 2400.00

Twenty-Four Hundred and 00/100

WINGS
 FINANCIAL
 CHECK CENTER

Wings Valley Drive
 14500 Center Ave
 Apple Valley, MN 55124
 (507) 435-2121
 wingsfinancial.com

For 2018 Office

Gerald K. Allen

From: Ed Baker ed.baker@gmail.com
Subject: Units Total
Date: August 7, 2018 at 9:13 AM
To: Jerry Allen jerryallen@gmail.com

Jerry, today I'm finalizing the total Founders' Units for the filing.

We are receiving the last Subscription today for the Private Placement, over-subscribed and now have closed it.

Just confirming your \$s equal my \$s for all of your ANVA units:

110,398 Class A Common Units

The total includes your last 1,000 units purchased in 2018 and the units from your father's trust of 4,822 units.

Please confirm.

Thanks,

Ed

Wings Financial Credit Union

Friday, January 20, 2023 8:33 AM CT

Capture Date	Sequence #	Check #	Member #	HiLo	Amount	Return Reason	Return Date

GERALD AND LORI ALLEN
 WEALTH ACCUMULATION ACCOUNT
 232 LINDAWOOD LN
 WAYZATA, MN 55391-9666
 952-473-8581

1078

Aug 16, 2018

Pay to the Order of

AWA Group LP \$1800.00
 Four thousand eight hundred and 00/100

Wings
 FINANCIAL
 CREDIT UNION

Member Since
 11/10/1998
 1-800-856-2774
 www.wingscu.com

Memo 7/18 - OTTAWA - Final

Gerald R. Allen

BMO Harris Bank N.A. >071000288<

AWA Group LP
 For Deposit Only in
 BMO Bank Acct. ITAME
 #

Revised
10/23/2018
Additional 400
Shares

EXCHANGE AND RELEASE AGREEMENT

THIS EXCHANGE AND RELEASE AGREEMENT ("Agreement") is executed effective as of October 23, 2018 (the "Effective Date") by and between Affiliated Wealth Advisors LP, a Delaware limited partnership ("AWA"), and Gerald K. Allen (the "Investor").

RECITALS

A. AWA intends to sell \$50 million of its Class A Units, also referred to as Common Units (the "Units") in an offering (the "Offering") in compliance with Regulation A of the Securities Act of 1933, as amended (the "Act").

B. The Investor is purchasing Secondary Founders Units previously subscribed by Get Resources Group, LLC (the "Investment") to purchase certain securities, including but not limited to limited partnership interests (the "Affiliate Securities") of MLP, a master limited partnership ("MLP"), through IAMC, LLC, a Minnesota limited liability company ("IAMC"), as the offering administrator of MLP and exchanged for Founders Units as Affiliated Wealth Advisors LP Class A Common Units.

C. The Investor also agrees to waive any and all claims related to, among other things, the Investment, in exchange for Secondary Founders Units, upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Issuance of Units: Effective as of the Effective Date, AWA hereby issues to Investor 3,872 Units purchased at \$7.20 per unit, which Founders Secondary Units shall be fully paid, plus 113,398 Units Investor owned as Founders' Units and added to these newly paid units, a total of 117,270 Units are all validly issued and non-assessable limited partnership interests of AWA, as Class A Common Units.

2. Representations and Warranties of Investor: Investor understands that the issuance of the Units has not been registered under the Act. Investor also understands that the Units are being offered and sold pursuant to an exemption from registration contained in the Act based in part upon Investor's representations contained in this Agreement. Investor hereby represents and warrants to AWA as follows:

i. Investor is capable of evaluating the merits and risks of an investment in AWA and has the capacity to protect Investor's own interests. The sale of the Units is not being registered under the Act, and Investor must bear the economic risk of this investment indefinitely unless the resale of the Units is registered pursuant to the Act, or an exemption from registration is available. Investor understands that there is no assurance that any exemption from registration under the Act will be available and that, even if it is available, such exemption may not allow Investor to transfer all or any portion of the Units under the circumstances, in the amounts or at the times Investor might propose.

ii. Investor is acquiring the Founders Secondary Units for Investor's own account for investment only, and not with a view towards their distribution.

iii. Investor acknowledges that he has had an opportunity to ask questions of and receive answers from AWA, or a person or persons acting on AWA's behalf, concerning the terms and conditions and all other aspects of investment in the Units.

iv. On the signature pages to this Agreement, the Investor has truthfully certified whether Investor is an "accredited investor" as defined in Rule 501 of the Securities Act, including the basis on which the Investor may satisfy such definition.

v. Investor shall be bound by the terms and conditions of AWA's Amended and Restated Agreement of Limited Partnership (as amended from time to time, the "Partnership Agreement"). Upon execution of this Agreement by Investor, Investor shall be bound automatically by the Partnership Agreement as a limited partner of AWA. Investor acknowledges receiving and having an opportunity to review the Partnership Agreement prior to the Effective Date.

vi. By executing and delivering this Agreement, the Investor acknowledges, warrants and represents as follows: (a) the Investor has full legal power and capacity to execute and deliver this Agreement, and upon such execution and delivery this Agreement shall be the valid and binding agreement of the Investor, enforceable in accordance with its terms; and (b) the execution and delivery of this Agreement will not conflict with or result in any default of any other agreement to which the Investor is bound.

3. Lock-Up. If requested by the underwriters of the Offering in the future, Investor agrees to execute a customary lock-up agreement, that restricts, without the prior written consent of such underwriters, sales of Units of the Investor and certain affiliates and related persons for up to 12 months after the completion of the Offering; provided, that all other persons that purchase Units pursuant to an exchange and release agreement with AWA prior to the Offering shall be bound by similar restrictions as Investor.

4. Investor's Release. Investor, on behalf of Investor and each of Investor's affiliates, successors, assigns, beneficiaries, insurers, indemnitors, trustees, agents and representatives (collectively, the "Investor Releasing Parties"), hereby releases and forever discharges MLP, IAMC, AWA, Advisors GP LLC, L. Edward Baker, Oct Resources Group, LLC and their subsidiaries and affiliates, and each of their respective officers, managers, governors, directors, shareholders, partners, members, affiliates, predecessors, successors, assigns, estates, insurers, indemnitors, attorneys, employees, agents and representatives, if any (collectively, the "Released Parties"), of and from any and all past, present and future claims, demands, liabilities, judgments, and causes of action, at law or in equity, known or unknown, asserted or unasserted, liquidated or unliquidated, absolute or contingent, accrued or not accrued, which any of the Investor Releasing Parties (either individually or jointly) ever had, presently has, might have in the future, claim to have, or claim to have had against any of the Released Parties related to the Affiliate Securities and those claims arising out of, touching upon, relating to, or in any manner connected with any act or omission of any of the Released Parties occurring prior to the Effective Date; provided, however, that the foregoing shall not release or waive a breach by AWA of this Agreement.

5. Covenant Not To Sue. Investor, on behalf of Investor and the Investor Releasing Parties, hereby irrevocably covenants to refrain from asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any of the Released Parties based upon any matter purported to be released hereby.

6. Confidentiality. Investor, on behalf of Investor and the Investor Releasing Parties, agrees that the matters set forth in this Agreement are confidential and that the matters set forth in this Agreement have not and shall not be disclosed except to accountants, attorneys and insurers or unless compelled to do so by subpoena, governmental investigation or audit (in which case Investor shall promptly notify AWA prior to such disclosure). Any such permitted disclosure must include a statement that the terms of this Agreement are confidential.

7. Governing Law; Venue. This Agreement is governed by the laws of the State of Delaware without regard to its conflicts-of-law principles. The parties hereby irrevocably and unconditionally consent to submit to the non-exclusive jurisdiction of the courts of the State of New York and of the United States of America located in New York City, New York (the "Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, waive any objection to the laying of venue of any such litigation in the Courts and agree not to plead or claim in any Court that such litigation brought therein has been brought in an inconvenient forum.

8. Third Party Beneficiaries. Each of the Released Parties shall be an intended third-party beneficiary of this Agreement.

9. Further Assurances. From time to time after the Effective Date, at the request of a party, the other party shall execute and deliver such documents and take such other action as the requesting party may reasonably request to consummate the transactions contemplated hereby.

10. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

11. Entire Agreement. The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof and shall not be subject to any change or modification except by the execution of a written instrument by the parties hereto and shall supersede all previous communications, agreements, representations or understandings, either oral or written, among Investor, AWA, IANC and Get Resources Group, LLC relating to the subject matter hereof.

12. Enforcement Expenses. The prevailing party in any action or injunction to enforce the terms of this Agreement shall be entitled to recover from the other party its costs and expenses incurred in such action or injunction, including reasonable attorneys' fees and other litigation expenses. For purposes of this Agreement, the "prevailing party" means the party (as plaintiff or defendant) which is finally determined to have materially prevailed on its claim for liability under or for breach of this Agreement or in its position in a declaratory action proceeding, or in its defense of any claims hereunder, regardless of whether any damages or other relief is awarded such party.

Signature Page follow

SIGNATURE PAGE

I. Investor Information.

Name: Gerald K. Allen

Social Security or Taxpayer Identification Number: _____

Home Address: _____

(City/State/Zip Code) _____ (Street) _____

Telephone Number: _____

Email Address: _____

II. Signatures.

INDIVIDUAL INVESTORS

Gerald K. Allen
(Signature)

Gerald K. Allen
(Printed name)

Lori Allen
(Signature, if joint investment)

Lori Allen
(Printed name, if joint investment)

ENTITY INVESTORS

(Name of entity)

(Name of signatory)

(Title)

(Signature)

Capture Date	Sequence #	Check #	Member #	HLD	Amount	Return Reason	Return Date
10/1/2018	[REDACTED]	1083	[REDACTED]		\$25,000.00		

GERALD AND LORI ALLEN
 WEALTH ACCUMULATION ACCOUNT
 232 LINDAWOOD LN
 WAYZATA, MN 55391-9666
 952-473-5381

1083
 22-76152500

Sept. 22, 2018

Pay to the Order of AWA Group LP \$ 25,000.00
Twenty-Five thousand and 00/100 Dollars

Wings Financial
 CHECK DESIGN
 15500 Grand Ave
 11110 Grand Ave Suite
 6 Proctor, MN 55395
 763-890-2271
 wingsfinancial.com

Memo: 2472-shares

Gerald R. Allen

[REDACTED]
 BMO Harris Bank N.A. >071000288<

AWA Group LP
 For deposit only BMO
 account # [REDACTED]

GERALD AND LORI ALLEN
WEALTH ACCUMULATION ACCOUNT
232 LINDA WOOD LN
WAYZATA, MN 55391-9666
952-473-2381

1087

22-78152200

Oct 31 2018

Pay to the
Order of

AWA GROUP

\$ 2800.00

~~Twenty Eight Hundred and No/100ths~~

Wings
MINNESOTA
CREDIT UNION

Member Since
7/1/10 Credit Union #0001
Wayzata, MN 55391
1-800-450-2776
www.wingscu.com

Money

400 - Shares -

Gerald R. Allen

11/20/2018

Ed,

Check for 300 shares
at \$7.20 for AWA Group LP.

\$2,160.00

Thank you
Guy Allen

612-860-3505

GERALD K. ALLEN
LORI A. ALLEN
232 LINDAWOOD LN.
WAYZATA, MN 55391-9366

U.S. Bank EquilineSM 1047

February 2019

SP-2/816

AWA GROUP LP 2,160.00

Two thousand and one hundred and sixty dollars and 00/100

usbank.

All of us serving youSM
Call your nearest branch
1-800-872-6128

U.S. Bank National Association
Member FDIC

Minimum amount \$100

300 shares @ 7.20

Gerald K. Allen

6/10/2019

Ed,

Purchase of AWA Shares (6250)

\$ 50,000.00 (6250 x \$8.00 = \$50,000)

\$ 45,000.00 (Check Enclosed)

\$ 5,000.00 (Due)

Jay Allen

GERALD AND LORI ALLEN
WEALTH ACCUMULATION ACCOUNT
332 LINDA WOOD LN
WAYZATA, MN 55391-1664
952-473-5521

1098

22-79122(100)

June 10, 2019

Pay to the
Order of

LAME LLC - MLP Account \$ 45,000.00

Forty Five Thousand and 00/100

Wings

FINANCIAL
DIRECT BRIDGE

Wayzata Office
11111 Green Bay Road
Wayzata, MN 55391
952-473-2274
wingsfinancial.com

Memo

Gerald R. Allen

1098

Ed

Final Payment for
6250 Shares of
AWA

July

$$\begin{array}{r} \$45,000 \\ \$5,000 \\ \hline \$50,000 \div 8 = 6250 \end{array}$$

From: Gmail jerrycafer@gmail.com
Subject: Re: Shares
Date: May 24, 2019 at 1:49 PM
To: Baker Ed ed.sampilo@gmail.com



Ed, working on details with Guardian the Life insurance carrier and completing the forms. We will purchase 6250 shares @ \$8.00 per unit for a total of \$50,000.00. In addition the plan is to sell the number of shares at the time IPO to pay off the life insurance loan of \$50,000.00. Therefore @ \$16.00 per unit that scenario would be to sell 3125 units when it is possible after the IPO. Jerry

On May 24, 2019, at 8:39 AM, Ed Baker <ed.sampilo@gmail.com> wrote:

Jerry, see attached PDF with instructions to do online form and send your check

You can go ahead and send check, as you are in the first group and your indication will be filled. Please note bank account in address name on checks. If you cannot do a Priority Mail envelope with your zip north location, you might want to put an extra piece of paper with the check, to insure enough weight in the envelope.

Thanks for your quick reply.

Ed

On Thu, May 23, 2019 at 5:43 PM Jerry Alan <jerrycafer@gmail.com> wrote:
Ed, I am interested in additional shares. Jerry Alan

On May 23, 2019, at 3:51 PM, Ed Baker <ed.sampilo@gmail.com> wrote:

CONFIDENTIAL NOTICE

To: Founders' Shareholders of Affiliated Wealth Advised LP

RE: Private Placement Shares

Today there are 43,000 subscribed share units available to be purchased at \$8.00 per share unit.

The share units were subscribed for in 2018, but never funded. This is why the share units are available before the IPO. The share units are included in the total Founders' share units listed in the Offering Circular filed. The IPO is to be priced between \$16-\$20 per share unit.

All of you as Founders are being offered the opportunity first to purchase these share units. You have until noon Tuesday at 5 pm CDT, to go online and indicate the # of share units you would like to purchase.

If you want to purchase more share units, send a reply email.

You will then receive the "website address with the password" to complete your indication amount for this private sale. The "indication online form" is time-date stamped and share units sold will be in the order of the time-date stamp for fulfillment.

Starting next Wednesday, May 23th, if any share units remain available, they will be offered to select Friends & Family, who want to get in at the discounted price before the IPO.

Capture Date	Sequence #	Check #	Member #	HL#	Amount	Return Reason	Return Date
6/25/2019	[REDACTED]	1098	[REDACTED]		\$45,000.00		

GERALD AND LORI ALLEN
 WEALTH ACCUMULATION ACCOUNT
 232 LINDAWOOD LN
 WAYZATA, MN 55391-9166
 952-473-5581

1098
 22-7615/2980

June 10, 2019

Pay to the Order of

LAME, LLC - MLP A \$45,000.00

Forty Five Thousand and 00/100



[Signature]

Memo *ALLA Shows - 6750*

1098

BMO Harris Bank N.A. 6011000288<

*THANKS - MLP Account
 For Deposit Only
 BMO Acct # 2943140*

Capture Date	Sequence #	Check #	Member #	HiLo	Amount	Return Reason	Return Date
7/12/2019		1099			\$5,000.00		

GERALD AND LORI ALLEN
 WEALTH ACCUMULATION ACCOUNT
 232 LINDAWOOD LN
 WAYZATA, MN 55391-9666
 982-473-5661

1099
 22-76152980

June 26, 2019

Pay to the Order of: IAME LLC - MLP Account \$ 5,000
Five thousand and 00/100 DOLLARS

WINGS
 FINANCIAL
 CREDIT UNION

Member Since
 01/10/2004
 Member # 207 98307
 1-800-633-4274

MEMO: *Final Payment on 1250 share Gerald R. Allen*

1099

BMO Harris Bank N.A. >071000288<

071119 2195 98290095 523308

*IAME, LLC - MLP
 Account
 For Deposits & Divid
 BMO Bank Met. # 2943140*