

IN RE: ESTATE OF:

Lynn Edward Baker

Deceased.

STATEMENT OF CLAIM

The undersigned hereby presents for filing against the above estate this Statement of Claim and alleges:

1. The basis of the claim is _____

an investment made by Claimant and managed by Deceased. Page 2 of statement of Claim and Grannis Exhibits contain supporting documentation.

2. The name and address of the Claimant are _____

David L Grannis
575 NE 5th Terrace Fort Lauderdale 33301 Apt 550
Phone: 218-393-3940 email: grannisdl@gmail.com

and the name and address of the claimant's attorney, if any, are _____

3. The amount of the claim is \$ 10,000.00, which amount is now

due, or, if not due, will become due on NOW DUE

4. The claim (is) (is not) contingent or unliquidated. If contingent or unliquidated the nature of

the uncertainty is the claim is not contingent or unliquidated.

5. The claim (is) (is not) secured. If secured, the security consists of _____

CLERK'S USE ONLY

I hereby certify that a copy of the Statement Of Claim has been mailed to the foregoing on _____

Attorney _____

CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

By: _____

Deputy Clerk

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 3/20/2023

[Signature]

Claimant

Attorney for Claimant

Florida Bar # _____

Telephone _____

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
COLLIER COUNTY FLORIDA**

File No.: 22-CP-3062 IN RE:

ESTATE OF LYNN E. BAKER _____ /

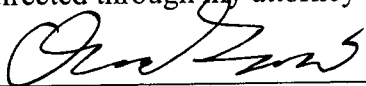
STATEMENT OF CLAIM FOR DAVID GRANNIS

David Grannis("Claimant") by and through undersigned counsel hereby presents his claim for filing against the above- referenced Estate, and states as follows:

1. Claimant invested funds in Advisors Equity, LLC after reviewing various documents provided to him by Decedent, including a private placement memorandum and a subscription booklet (collectively the "Securities Disclosure Documents").
2. Claimant signed contracts with Advisors Equity, LLC including a subscription agreement ("Contracts").
3. The Decedent, Lynn E. Baker, was at all relevant times the sole person in total control of Advisors Equity, LLC.
4. Since investing funds in Advisors Equity, LLC, Claimant has not received adequate documentation reflecting that his investment was handled consistently with the Securities Disclosure Documents and Contracts, nor has he received any periodic reporting on his investment, nor has he received any tax disclosure documents.
5. At present, Claimant has no idea whether his investment in Advisors Equity, LLC was invested properly and consistently with the Securities Disclosure Documents and Contracts.
6. Given the complete lack of required reporting, Claimant may have claims against this Estate, as follows:
 - a. To the extent that the Decedent failed to actually place the invested funds into Advisors Equity, LLC, Claimant has claims against the Estate including but not limited to theft, conversion, breach of contract and securities fraud.
 - b. To the extent Decedent took money or property from Advisors Equity, LLC, that he was not permitted to and such harmed Claimant, Claimant has claims against the Estate including but not limited to embezzlement, breach of contract, and securities fraud.
 - c. To the extent that Decedent mismanaged Claimant's investment in Advisors Equity, LLC, Claimant has claims against the Estate including but not limited to negligence, breach of contract, and securities fraud.
 - d. To the extent that Decedent, through Advisors Equity, LLC invested a portion of Claimant's money in companies for which Decedent failed to perform adequate due diligence, Claimant has claims against the Estate including but not limited to negligence, fraud, breach of contract, and securities fraud.
 - e. To the extent that Claimant has filed incorrect tax returns based on the failure of Advisors Equity, LLC to provide tax disclosure documentation, Claimant has a claim against the Estate for penalties and interest under negligence and other theories.

- f. Given how the Decedent mismanaged Advisors Equity, LLC, Claimant has a claim against the Estate for disgorgement of all fees paid to Decedent based on Claimant's investment.
 - g. The failure of Decedent to have a succession plan at Advisors Equity, LLC, as well as his complete failure to provide adequate information to Claimant before his death, has caused Claimant to incur legal and other expenses to have his investment properly handled. Such expenses are recoverable under various theories, including but not limited to breach of contract, fraud, negligence, and securities fraud.
7. The claims seeking damages for the amount invested are liquidated, and all other claims are nonliquidated.
 8. Claims set forth in paragraphs a-e are contingent. All other claims are not contingent.
 9. Although the claims do not have recorded security interests underlying them, the claims might be secured in other unknown ways.

I, David Grannis, under penalties of perjury, do hereby declare that I have read the foregoing and the facts stated herein are true to the best of my knowledge. All communications should be directed through my attorney of record.



David Grannis, Claimant

3/20/2023

Date

GRANNIS EXHIBIT 1

INDIVIDUALS INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT ("**Agreement**") is executed effective as of July 14, 2020 (the "**Effective Date**") by and between IAMC, LLC, a Minnesota limited liability company ("**IMC**"), and David Grannis (the "**Investor**").

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) \$ 10,000 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

I. Investor Information.

Name: David Grannis
Social Security or Taxpayer Identification Number: 473-25-8534
Home Address/ Principal Place of Business: (926 2nd St. NE)(Minneapolis/Minnesota/55413)
Telephone Number: 2183933940 Facsimile Number:
Email Address: grannisd1@gmail.com
Contact Person (entities):

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. Signatures.

INDIVIDUAL INVESTORS

DocuSigned by:
David Grannis
12E7DC0249F143F
(Signature)

David Grannis
(Printed name)

(Signature, if joint investment)

(Printed name, if joint investment)

ACCEPTED:

IAMC, LLC:

DocuSigned by:
Edward Baker
By: _____
50E169A058E64C6
Edward Baker, *Managing Member*

GRANNIS EXHIBIT 2

Advisors Equity LLC

12/31/2020

Advisors Equity Fund

Series A Fund

Capitalization Table

<u>#</u>	<u>Advisors Equity LLC Shareholder Group</u>	<u>Investment Amount</u>	<u># of Units</u>	<u>% of Ownership</u>
A-1	IAMC, LLC (Class C Interests)	\$ 623,000	73.28	17.80%
A-2	Prime Trust (MSC Investors)	\$ 2,204,100	245.11	59.55%
A-3	Direct Investors	\$ 826,420	93.21	22.65%
Totals		\$ 3,653,520	411.60	100.00%

Advisors Equity Class A Common Units Subscribers

IAMC, LLC Subscription

12/31/2020

Class C Interests of IAMC, LLC

#	Name	Subscribe Amount	Investment \$	IAMC Class C Units and Advisors Equity		Cost Per Unit	% of Class C Units	% of Advisors Equity Class A Units
				Class A Units	Class A Units			
Total	Class A Interests			411.60			100.00%	
Total	IAMC, LLC Class C Interests	\$ 623,000	\$ 623,000	73.3			100.00%	17.80%
C-1		\$ 25,000	\$ 25,000	2.5	\$ 10,000		3.41%	0.61%
C-2		\$ 20,000	\$ 20,000	2.0	\$ 10,000		2.73%	0.49%
C-3		\$ 18,000	\$ 18,000	1.8	\$ 10,000		2.46%	0.44%
C-4		\$ 30,000	\$ 30,000	3.0	\$ 10,000		4.09%	0.73%
C-4a		\$ 15,000	\$ 15,000	1.5	\$ 10,000		2.05%	0.36%
C-5		\$ 15,000	\$ 15,000	1.5	\$ 10,000		2.05%	0.36%
C-6		\$ 10,000	\$ 10,000	1.0	\$ 10,000		1.36%	0.24%
C-7		\$ 30,000	\$ 30,000	3.0	\$ 10,000		4.09%	0.73%
C-8		\$ 10,000	\$ 10,000	1.0	\$ 10,000		1.36%	0.24%
C-9		\$ 30,000	\$ 30,000	3.0	\$ 10,000		4.09%	0.73%
C-10		\$ 10,000	\$ 10,000	1.0	\$ 10,000		1.36%	0.24%
C-11		\$ 20,000	\$ 20,000	2.0	\$ 10,000		2.73%	0.49%
C-12		\$ 100,000	\$ 100,000	10.5	\$ 9,500		14.36%	2.56%
C-13		\$ 25,000	\$ 25,000	2.5	\$ 10,000		3.41%	0.61%
C-14		\$ 105,000	\$ 105,000	11.1	\$ 9,500		15.08%	2.69%
C-15		\$ 20,000	\$ 20,000	2.0	\$ 10,000		2.73%	0.49%
C-16		\$ 55,000	\$ 55,000	5.5	\$ 10,000		7.51%	1.34%
C-17		\$ 10,000	\$ 10,000	1.0	\$ 10,000		1.36%	0.24%
C-18		\$ 25,000	\$ 25,000	2.5	\$ 10,000		3.41%	0.61%
C-19		\$ 50,000	\$ 50,000	5.0	\$ 10,000		6.82%	1.21%
C-20		\$ 99,000	\$ 99,000	9.9	\$ 10,000		13.51%	2.41%