

CAUSE NO. C-1-CV-21-005181

BILLUPS, INC.,
PLAINTIFF,

vs.

LSG VODKA LLC D/B/A
PERSPECTV DISTILLING
COMPANY,
DEFENDANT.

IN THE COUNTY COURT

AT LAW NO. 1

TRAVIS COUNTY, TEXAS

PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW, **BILLUPS, INC.** (also referred to as "Plaintiff"), complaining of **LSG VODKA LLC D/B/A PERSPECTV DISTILLING COMPANY** (also referred to as "Defendant"), and files this its First Amended Original Petition and for cause of action will respectfully show the Court the following:

1. *Discovery Level.* Discovery is intended to be conducted under Level 1, as provided by Rule 190.2, Texas Rules of Civil Procedure.

2. *Parties.* Plaintiff is **BILLUPS, INC.**, whose address is in care of Barnett & Garcia, PLLC, 3821 Juniper Trace, Suite 108, Austin, Texas 78738.

Defendant, **LSG VODKA LLC D/B/A PERSPECTV DISTILLING COMPANY**, is a Texas Limited Liability Company that can be served by delivering a citation and a copy of this petition to its registered agent, **W. Scott Murray**, or its president or any vice-president, at **3444 Mulberry Creek Dr., Austin, TX 78732**.

3. *Amount in Controversy.* Plaintiff seeks from Defendant only monetary relief of \$100,000 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. The damages sought are within the jurisdictional limits of the court.

4. *Sworn Account.* Plaintiff sold to Defendant one or more items of goods, wares, merchandise or services as shown on the attached statement of account in the usual course of business. Defendant became bound to pay Plaintiff the designated price, which is a reasonable, usual, and customary price for such an item. Plaintiff's affidavit and statement of account are attached hereto as Exhibit "A" and are incorporated herein by reference as if set out word for word. This verified account represents a transaction or series of transactions for which a systematic record has been kept.

5. *Contract.* In the alternative, Defendant contracted for goods, wares, merchandise and/or services from Plaintiff at the special instance and request of Defendant in the regular course of Plaintiff's business. Plaintiff has fully complied with the agreement. Defendant accepted the goods, wares, merchandise and/or services and agreed and became bound to pay Plaintiff's designated charges, which are reasonable, usual, and customary for such items.

6. *Open Account.* In the alternative, there were transactions between Plaintiff and Defendant creating a creditor-debtor relationship through the general course of dealing, with the account remaining open, and with the expectation of further dealing. Defendant ceased paying on the open account and became bound a liable to pay Plaintiff the remaining balance.

7. *Default, Debt and Breach.* Despite demand, Defendant has refused and failed to pay the balance of the account, with a balance remaining due to Plaintiff in the sum of \$57,332.50, plus accrued interest. There are no further offsets, credits, or payments existing in favor of Defendant.

8. *Quantum Meruit and Unjust Enrichment.* In the alternative, Plaintiff pleads for recovery under the doctrine of quantum meruit. Plaintiff rendered valuable services for or furnished goods to Defendant under circumstances as reasonably notified Defendant that Plaintiff expected to be paid by Defendant. Defendant accepted, used, and enjoyed the services and/or goods provided by Plaintiff, but has not paid Plaintiff for them. As a result, Defendant has been unjustly enriched.

9. *Conditions Precedent.* All conditions precedent have been performed or have occurred.

10. *Notice of Filing of Business Records.* Plaintiff provides notice, pursuant to TEX. R. CIV. PRO. 902(10)(A), that the business records attached hereto as Exhibit "A" may be used at the trial of this matter.

11. *Attorney's Fees.* Defendant's default has made it necessary for Plaintiff to employ the undersigned attorney to file suit. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code § 38.001. Plaintiff retained counsel and presented Plaintiff's claim to Defendant in compliance with Texas Civil Practice & Remedies Code § 38.002, but the amount remains unpaid.

12. *Prayer.* WHEREFORE, Plaintiff prays that

- a. Defendant be cited to appear and answer herein;
- b. Plaintiff be granted judgment for \$57,332.50 as the principal amount due on this account;
- c. Plaintiff be granted judgment for accrued and unpaid interest on the debt before maturity;

- d. Plaintiff be granted judgment for pre-judgment and post-judgment interest on the matured, unpaid debt at the highest legal or contractual rate allowed by law;
- e. Plaintiff be granted judgment for reasonable attorney's fees;
- f. Plaintiff be granted judgment for all costs of court; and
- g. Plaintiff be granted judgment for other and further relief to which Plaintiff is justly entitled.

Respectfully submitted,

BARNETT & GARCIA
A Professional Limited Liability Company
3821 Juniper Trace, Suite 108
Austin, Texas 78738
TELEPHONE: (512) 266-8830
FACSIMILE: (512) 266-8803

/s/ Matthew R. Greider
Matthew R. Greider
State Bar No. 24125912
matthew@barnettgarcia.com
Matias Eduardo Garcia
State Bar No. 24012675
Sean S.V. Homrig
State Bar No. 24062789
Ian A. McCarthy
State Bar No. 24078960
Lawrence Falli
State Bar No. 24068702

ATTORNEYS FOR PLAINTIFF

EXHIBIT "A"

UNOFFICIAL

AFFIDAVIT

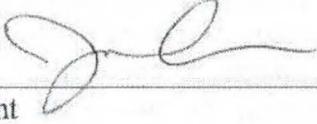
STATE OF OREGON §
 §
COUNTY OF Washington §

BEFORE ME, the undersigned authority, on this day personally appeared Jerome Kline, who swore on oath that the following facts are true:

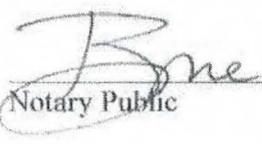
"My name is Jerome Kline. I am of sound mind, I am capable of making this affidavit, and I have personal knowledge of the facts stated herein.

"I am an employee or owner of Billups Inc., hereinafter referred to as the 'Creditor'. Attached hereto are records from the Creditor. I am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. These records are kept by the Creditor in the regular course of business, and it was the regular course of business of the Creditor for an employee or representative of the Creditor with knowledge of the act, event, condition, or opinion recorded to make the record or to transmit information thereof to be included in the record, and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.

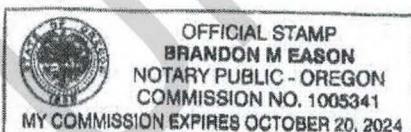
"The attached records and the account included therein, in favor of the **Creditor** and against Defendant, **LSG VODKA LLC DBA PERSPECTV DISTILLING COMPANY**, for the principal sum of **\$57,332.50**, as reflected in those records, is just, true, and due. All just and lawful offsets, payments, and credits have been allowed."


Affiant

Sworn and subscribed before me by Jerome Kline on
September 23rd, 2021.


Notary Public

My Commission Expires on: October 20, 2024



**Statement**

PO Box 22012
NEW YORK NY 10087

Statement Date: 5/26/21

Perspectv Distilling
57145
3444 Mulberry Creek
AUSTIN TX 78732
United States

Total Amount Due 57,332.50

Transaction Number	Transaction Date	Class	Due Date	Advertiser	Amount Due
24561-C-004	9/17/18	Invoice	11/1/18	Real Good Vodka	14,805.00
24561-C-005	10/15/18	Invoice	11/29/18	Real Good Vodka	16,005.00
24561-C-006	11/12/18	Invoice	12/27/18	Real Good Vodka	19,720.00
24561-C-007	12/10/18	Invoice	1/24/19	Real Good Vodka	6,802.50

Current	1-30 Days	31-60 Days	61-90 Days	90+ Days	Financial Charges	Total Amount Due (USD)
0.00	0.00	0.00	0.00	57,332.50	0.00	57,332.50

For billing questions please contact ar@billups.com

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Media Authorization

Client:
Perspectv Distilling

Client Media Contact(s):
Geoff Nelson (geoff.nelson@perspectvdistilling.com)
Scott Murray (scott.murray@perspectvdistilling.com)

Office:
Dallas

Date:
11.20.2018

Brand:
Real Good Vodka

Billups Director(s):
Kristy Vivian (kristy.vivian@billups.com)
Amye Cole (ameye.cole@billups.com)

ATB #:
BW_PERREA_24561.18

Billing Terms:
Net 45

SPACE

Market	Type	Unit #	Description	Facing	Start Date	End Date	Qty	Period	Unit Cost	Total Cost
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	West	06.25.2018	09.16.2018	1	3.00	\$3,685.00	\$11,055.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	South	09.03.2018	12.30.2018	1	4.25	\$8,685.00	\$36,911.25
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	East	09.17.2018	12.30.2018	1	3.75	\$6,175.00	\$23,156.25
										Total Space: \$71,122.50

INSTALL

Market	Type	Unit #	Description	Post Date	Qty	Install Cost	Total Cost
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	06.25.2018	1	\$0.00	\$0.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	07.16.2018	1	\$0.00	\$0.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	07.30.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	08.13.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	08.27.2018	1	\$375.00	\$375.00

Initials: WBN

INSTALL

Market	Type	Unit #	Description	Post Date	Qty	Install Cost	Total Cost
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09.03.2018	1	\$0.00	\$0.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	09.10.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09.17.2018	1	\$0.00	\$0.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	09.17.2018	1	\$0.00	\$0.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09.24.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	09.24.2018	1	\$0.00	\$0.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10.08.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	10.08.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10.15.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10.29.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	11.01.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	11.12.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	11.15.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	12.03.2018	1	\$375.00	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	12.06.2018	1	\$375.00	\$375.00
						Total Install:	\$5,250.00

Initials: VBN

W: 503.454.0714 | F: 503.454.0716 | 340 Oswego Pointe Drive, Suite 101, Lake Oswego, OR 97034

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PRODUCTION

Market	Type	Unit #	Description	Post Date	Qty	Production Cost	Total Cost
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PRODUCTION

Market	Type	Unit #	Description	Post Date	Qty	Production Cost	Total Cost
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	06.25.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	07.16.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	07.30.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	08.13.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	08.27.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09.03.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9077	RR 2222 500 ft E/O RR 620 SS	09.10.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09.17.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09.24.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	09.24.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10.08.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	10.08.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10.15.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10.29.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	11.01.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	11.12.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	11.15.2018	1	\$840.00	\$840.00

Initials: VBN



Media Authorization

PRODUCTION

Market	Type	Unit #	Description	Post Date	Qty	Production Cost	Total Cost
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	12.03.2018	1	\$840.00	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	12.06.2018	1	\$840.00	\$840.00
						Total Production:	\$15,960.00
						Total Cost:	\$92,332.50

SPECIAL CONDITIONS:

non-cancelable

Initials: WBN

W: 503.454.0714 | F: 503.454.0716 | 340 Oswego Pointe Drive, Suite 101, Lake Oswego, OR 97034

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Media Authorization

Job Number: 24561

Signature: WSM Date: 11/21/19
Print Name: W Scott Murray Title: CEO
Authorized Representative: Perspectv Distilling

Signature: Juan Garcia Date: 11.28.18
Print Name: Juan M. Garcia Title: Regional Director
Authorized Representative: Billups, Inc.

In accordance with the Business Terms & Conditions below (together referred to as "this Agreement"), please read this Agreement, then initial all pages and sign where required.

BUSINESS TERMS & CONDITIONS

MEDIA AUTHORIZATION

This agreement ("Agreement"), between the client specified above ("Client") and Billups, Inc. ("Billups") authorizes Billups to act as Client's agent in placing out of home advertising ("OOH") with owners and other applicable parties, entering into contracts and schedules for placement of OOH on behalf of Client, and directing the production and installation of advertising media (the "Services"). Client will be deemed to have approved placements whose costs are within budget limitations set by this Media Authorization. Client agrees to promptly provide all information necessary to establish credit terms with the OOH owner. In the event any OOH owner will not grant credit terms for Client, Billups will not be required to place media with such owner, unless Client pays for such placements in advance. Client will be solely responsible for all charges, expenses and costs arising out of all contracts and/or schedules with OOH owners. Client will be deemed to have approved production and/or installation of media as specified upon approval of a sample of the media being produced (a "Creative Proof"). Upon approval of the Creative Proof, Client will be solely responsible for all charges, expenses and costs arising out of the production and installation of media.

PAYMENT TERMS

Billups issues invoices on a monthly basis, covering the Services rendered in the previous calendar month. Payment is due within 45 days of the invoice date. The parties acknowledge that Client may be acting as agent to an advertising customer ("Advertiser"), and that if so, Advertiser shall guarantee Client's payment of all charges, expenses and costs arising out of all contracts and/or schedules with OOH owners. Client will promptly communicate any problem with Advertiser that may affect Client's ability to timely pay for Services. Billups may suspend Services due to nonpayment or repeated late payment. Billups may offset Client account credits, amounts already received from Client, or amounts due to Client, if any, against amounts due to Billups under this Media Authorization. Billups may, at its discretion, initiate collection efforts upon any overdue account. Client agrees to pay all reasonable attorney fees and costs incurred by Billups in any such collection action.

CONFIDENTIALITY

Proprietary information of the parties and communications between the parties that are not otherwise publicly available, including without limitation this Agreement, Media Authorizations, Client and Advertiser creative content and media plans, OOH owner locations, contracts and rates, and any performance data gathered on behalf of Client or an OOH owner, are "Confidential Information." Confidential Information does not include information that: (a) at the time of disclosure to the recipient, is in the public domain; (b) after disclosure to the recipient, becomes part of the public domain through no fault of the recipient; (c) the recipient can show by written documentation was lawfully in its possession at the time of disclosure and had not been acquired, directly or indirectly, from the discloser; (d) is later furnished or made known to the recipient by a third party as a matter of right and without restriction on disclosure; or (e) is required to be disclosed by court order or other legal process binding on the recipient, in which case the recipient shall promptly notify the discloser of such requirements so that it may take steps (with recipient's reasonable cooperation) to obtain a protective order. The parties agree that Confidential Information has significant strategic value and will only be used as intended under this Agreement. In particular, the unauthorized disclosure of rate information to third parties may cause the OOH owners to withdraw the rates. Each party shall exercise reasonable care in safeguarding Confidential Information. All restrictive covenants contained in this section are reasonable and necessary to protect the legitimate business interest of each party, and any losses arising from a party's breach of this section cannot reasonably and adequately be compensated by monetary damages and may cause the injured party irreparable harm; accordingly on the failure of either party to comply with the restrictive covenants in this section, the injured party will be entitled to seek injunctive or other equitable relief in addition to monetary damages. Notwithstanding the foregoing, Billups may identify Client as its customer, and use images, video, and other information about publicly placed Client and Advertiser content in promotional materials. This section will survive the termination of this Agreement for so long as either party retains Confidential Information of the other.

CONSIDERATION

Except as otherwise agreed to in writing in the form of a Service Level Agreement or Master Services Agreement ("SLA"), Billups' default pricing model for its services is dynamic. Please see our website at billups.com or speak to a Billups representative for details. In connection with providing services, Billups may receive or be entitled to participate in receiving risk-based discounts, performance-based credits, or other benefits. Unless otherwise specified in writing, Client acknowledges that Billups is entitled to such benefits.

TERMINATION

This Media Authorization will remain in force until the last date of any media placement performed on behalf of Client. Once all placement schedules are complete, Billups will issue a final invoice for Services rendered. Upon receipt of payment for the final invoice, this Media Authorization will terminate. This Media Authorization is non-cancelable by Client. Client will remain fully responsible and liable for all charges, expenses and fees incurred or earned for contracted Services, except in the case that Client rejects a Creative Proof, in which case Client will not be responsible for production and installation costs that are not incurred. Rejection of a Creative Proof does not terminate this Agreement.

INDEMNIFICATION

(a) Billups will indemnify, defend and hold Client harmless from any and all claims, suits, actions, liabilities, expenses and costs relating to losses, claims, damages, liabilities, judgments, settlements or costs and expenses (including reasonable attorneys' fees) against Client, its employees, directors or affiliates, arising out of or in connection with Billups' material breach of this Agreement or the gross negligence or willful misconduct of Billups under this Agreement. (b) Client will indemnify, defend and hold Billups harmless from any and all claims, suits, actions, liabilities, expenses and costs (including attorneys' fees), brought, made or recovered by any person or entity against Billups, its employees, directors or affiliates (i) for payment in connection with contracts made or schedules placed on behalf of Client (regardless of any cancellations); (ii) involving or relating to the content of OOH advertisements, including without limitation charges of false advertising, libel, or infringement of third party rights; or (iii) otherwise arising out of or in connection with the Client's material breach of this Agreement. (c) Billups will endeavor to safeguard Client advertising materials in its possession, if any, but Billups will not

be responsible should materials be lost, damaged, or destroyed while in possession of Billups or a third party appointed by Billups, unless due to Billups' gross negligence. (d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This section shall survive the termination of this Agreement.

FORCE MAJEURE

Excluding payment obligations, each party will be excused from performing obligations contained in this Media Authorization while such performance is prevented by an act of God, fire, flood, earthquake, transportation disruption, war, insurrection, labor dispute, or any other occurrence beyond the reasonable control of that party.

REPRESENTATIONS

Each Party represents and warrants that it shall adhere to the standard representations regarding the Foreign Corrupt Practices Act and similar laws, the European Union's General Data Protection Regulation, and requirements regarding the use of data, available at <http://billups.com/standard-representations/> (altogether the "Standard Representations"), and acknowledges that a breach of any of the Standard Representations shall constitute a material breach of this Agreement. Each Party acknowledges that Billups in its discretion has the authority to modify the Standard Representations from time to time.

OOH INDUSTRY STANDARD PRACTICES

(a) Five Day Posting Window (applies to all standard, posted OOH formats). There is an industry standard five business days to post a campaign, beginning on the start date of the program. This 5-day posting window is required to cover weather delays and market scheduling. All programs will receive the full contracted campaign. Should weather or other unforeseen delays force the posting beyond the 5-day window, Billups will advise Agency and/or Client and an agreed-upon make good will be arranged with the vendor. If artwork deadlines are not met for materials Billups produces, or if finished materials are late to market (client produced), this 5-day posting window may be adjusted accordingly. Please note that non-standard, specialty media formats may require a longer posting window. (b) Inventory/Space Holds. Unless otherwise arranged in advance, it is Billups' typically submits locations and plans without space holds. Once inventory is approved, space will be re-confirmed for the schedule and holds requested. While each program varies depending upon the length of space holds that can be requested, industry standard is 3 business days. If approved inventory is not available for the requested time-period, Billups will submit replacements of equal or greater value, or an alternate schedule for the approved locations, subject to approval by Agency and/or Client. (c) Placement of certain units in New York City is subject to the NYC Commercial rent tax, which is the responsibility of the end user. See (<http://www1.nyc.gov/site/finance/taxes/business-commercial-rent-tax-crt.page>) for information.

GENERAL

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without reference to conflicts of law principles. Any and all disputes relating to this Agreement, or breach hereof shall be resolved in arbitration, except any action initiated by Billups to collect upon any overdue or outstanding invoices, or any other amount owed under this Agreement ("Collection Action"), which shall be litigated in any State or United States District Court in Oregon. For any arbitration, the parties agree to utilize the services of the Arbitration Service of Portland ("ASP") in Portland, Oregon, and shall arbitrate disputes according to the current rules of the ASP. For any Collection Action, the parties agree that the prevailing party shall be entitled to collect its reasonable attorneys' fees, expert fees, costs, and disbursements. For any dispute under this Agreement including any Collection Action the parties expressly consent to jurisdiction and venue in the State of Oregon. (b) If Client and Billups have signed a Service Agreement for the provision of OOH advertising Services, this Media Authorization is considered an addendum to the Service Agreement, specifying the type and scope of Services provided. In the event of any conflict between the terms of this Media Authorization and the Service Agreement, the Service Agreement will control. (c) If this Media Authorization is the only written agreement between Client and Billups, then the parties understand and agree that this Media Authorization contains the entire agreement between the parties relating to the provision of Services as specified. The parties further agree that the Client may execute multiple Media Authorizations, and all such Media



Media Authorization

Authorizations will remain in force until terminated pursuant to Section 5. Any amendment, modification, or waiver must be made in writing, signed by both parties, and making express reference to this Media Authorization, except that no consent shall be required if the stock or substantially all of the assets of a party are transferred (whether through a merger, sale or by operation of law), or for a transfer to an affiliate. (d) If any provision of this Media Authorization is held to be invalid, illegal or unenforceable, the remaining provisions of the Media Authorization will remain in full force and effect. (e) This Media Authorization may be executed in multiple parts, or executed digitally by submitting the completed form to Billups. (f) If the parties to this Media Authorization have entered into a separate SLA, this Media Authorization is hereby incorporated into, forms a part of, and is in all respects subject to the terms of the SLA, except that in the event of a conflict between this Media Authorization and the SLA this Media Authorization shall control. Unless expressly provided otherwise herein, capitalized terms have the meaning provided within the SLA. Unless modified herein, all terms in the SLA shall remain unchanged and in full force and effect.

UNOFFICIAL



Invoice

Bill To:

Perspectv Distilling
3444 Mulberry Creek
Austin, TX 78732

Invoice # 24561-C-004
Invoice Date 09/17/2018

Advertiser:

Real Good Vodka

Customer PO # N/A
Terms Net 45

Balance Due	\$20,185.00 USD
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Market	Media	Unit #	Description	Billing Period	Periods	Qty	Total Cost
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10/01/2018 10/28/2018	1.00	1	\$8,685.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES: Install	09/24/2018	1.00	1	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES: Install	10/08/2018	1.00	1	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09/24/2018	1.00	1	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10/08/2018	1.00	1	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	09/17/2018	1.00	1	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	09/17/2018 10/14/2018	1.00	1	\$6,175.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	10/08/2018	1.00	1	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	09/24/2018	1.00	1	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	10/08/2018	1.00	1	\$840.00

Balance Due	\$20,185.00 USD
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Invoice

Bill To:

Perspectv Distilling
3444 Mulberry Creek
Austin, TX 78732

Invoice # 24561-C-005
Invoice Date 10/15/2018

Advertiser:

Real Good Vodka

Customer PO # N/A
Terms Net 45

Balance Due \$18,505.00 USD

Market	Media	Unit #	Description	Billing Period	Periods	Qty	Total Cost
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10/29/2018 11/25/2018	1.00	1	\$8,685.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES: Install	10/15/2018	1.00	1	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES: Install	10/29/2018	1.00	1	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10/15/2018	1.00	1	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	10/29/2018	1.00	1	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	10/15/2018 11/11/2018	1.00	1	\$6,175.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	11/01/2018	1.00	1	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	11/01/2018	1.00	1	\$840.00

Balance Due \$18,505.00 USD



Invoice

Bill To:

Perspectv Distilling
3444 Mulberry Creek
Austin, TX 78732

Invoice # 24561-C-006
Invoice Date 11/12/2018

Advertiser:

Real Good Vodka

Customer PO # N/A
Terms Net 45

Balance Due \$19,720.00 USD

Market	Media	Unit #	Description	Billing Period	Periods	Qty	Total Cost
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	11/26/2018 12/23/2018	1.00	1	\$8,685.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES: Install	11/12/2018	1.00	1	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES: Install	12/03/2018	1.00	1	\$375.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	11/12/2018	1.00	1	\$840.00
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	12/03/2018	1.00	1	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	11/12/2018 12/09/2018	1.00	1	\$6,175.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	11/15/2018	1.00	1	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS: Install	12/06/2018	1.00	1	\$375.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	11/15/2018	1.00	1	\$840.00
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	12/06/2018	1.00	1	\$840.00

Balance Due \$19,720.00 USD



Invoice

Bill To:

Perspectv Distilling
3444 Mulberry Creek
Austin, TX 78732

Invoice # 24561-C-007
Invoice Date 12/10/2018

Advertiser:

Real Good Vodka

Customer PO # N/A
Terms Net 45

Balance Due	\$6,802.50 USD
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Market	Media	Unit #	Description	Billing Period	Periods	Qty	Total Cost
Austin, TX	Bulletin	8088	I-35 N 300 ft S/O 38 1/2 St E ES	12/24/2018 01/20/2019	0.25	1	\$2,171.25
Austin, TX	Bulletin	9078	RR 2222 500 ft E/O RR 620 SS	12/10/2018 01/06/2019	0.75	1	\$4,631.25

Balance Due	\$6,802.50 USD
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