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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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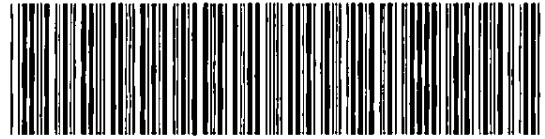
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2024 APR -1 PM 4:05
CLERK OF COURT
CLERK OF COURT

COVER LETTER

TO: Registration Section
Division of Corporations

Sabrage St. Augustine LLC
SUBJECT: _____

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Alex C. Najarian, Esq.

Name of Person

The Corneal Law Firm

Firm/Company

509 Anastasia Blvd.

Address

St. Augustine, FL 32080

City/State and Zip Code

alex@corneallaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Alex C. Najarian, Esq.

904

819-5333

at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

FILED
2024 APR -1 PM 4:05

Sabrage St. Augustine LLC

(Name of the Limited Liability Company as it now appears on our records)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on July 23, 2020 and assigned
Florida document number L20000217765.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "L.L.C." or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

MGR = Manager
AMBR = Authorized Member

[illegible]

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

[illegible]

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated March 26, 2024

Signature of a member or authorized representative of a member

Robert G. Davis, Manager

Typed or printed name of signee

Filing Fee: \$25.00

MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

This MEMBERSHIP PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of March 22, 2024, is made by and between SABRAGE ST. AUGUSTINE LLC (the "Company"), a Florida limited liability company, and IAN BARTLETT ("Bartlett"), an individual. Sabrage and Bartlett may hereinafter be referred to individually as a "party" or, collectively, as the "parties."

RECITALS

WHEREAS, the Company is a Florida limited liability company formed effective August 1, 2020 pursuant to the Articles of Organization filed with the Florida Department of State on July 23, 2020;

WHEREAS, Bartlett, Robert G. Davis ("Davis"), Jonathan Cordero ("Cordero"), and Sabrage II LLC, a limited liability company organized under the laws of the United States Virgin Islands ("Sabrage II") are the members of the Company (the "Members"), and collectively hold (beneficially and of record) of all Ten Thousand (10,000) membership units and other securities issued by the Company, each holding an equal Two Thousand Five Hundred (2500) membership Units (the "Units", as defined in the LLC Agreement) representing a Twenty Five Percent (25%) ownership interest in the Company;

WHEREAS, Bartlett, Davis and Cordero, and Sabrage II are parties to that certain Limited Liability Company Agreement dated on or about August 1, 2020 (the "LLC Agreement"), setting forth the terms for the governance of Company by the Members and managers, and the rights and obligations thereof with respect to their membership units and interests (as defined in the LLC Agreement) in the Company and other matters relating to the Company;

WHEREAS, Bartlett, Davis, Cordero, and Jay Adair ("Adair") (on behalf of Sabrage II) are designated as the Board of Managers of the Company pursuant to the LLC Agreement;

WHEREAS, the parties desire for Bartlett to sell, assign, transfer and convey to the Company, and for the Company to purchase from Bartlett, the entire membership Units of the Company held by Bartlett (the "Transferred Membership Units"), which Transferred Membership Units consists of Two Thousand Five Hundred (2500) Units representing a Twenty Five Percent (25%) of the ownership interest in the Company, the capital account associated therewith in each case on the terms set forth in this Agreement;

WHEREAS, the parties intend for Bartlett to complete the sale, assignment, transfer and conveyance of the Transferred Membership Interest to the Company by delivery of an Membership Interest Assignment in the form set forth as Exhibit A hereto (the "Assignment Instrument");

WHEREAS, the Company and Sabrage II are parties to a certain Purchase Agreement, dated July 31, 2020 (the "Vessel Purchase Agreement") relating to the Company's lease and purchase from Sabrage II of a certain equipment further described as a Cooper Marine 63' Power Catamaran, Hull ID No. 6332) resulting in the Company and its Members, other than Sabrage II, to incur certain liability related to the payments due on the Vessel Purchase Agreement and maintenance of the equipment;

WHEREAS, as part of the transaction contemplated herein, the Company has negotiated with Sabrage II a certain Omnibus Release Agreement (the "Omnibus Release Agreement") as set forth in Exhibit B hereto, pursuant to which Bartlett will terminate his employment by the Company and be released from any obligations under the Vessel Purchase Agreement and liabilities related to the Company and the Transferred Membership Units;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I SALE OF TRANSFERRED MEMBERSHIP INTEREST

1.1. Sale of Transferred Membership Interest. On the terms and subject to the conditions contained herein, Bartlett agrees to sell, assign, transfer, convey and deliver to Company at the Closing all of its right, title and interest in the Transferred Membership Interest.

1.2. Consideration; Transfer Taxes. As the purchase price for the price for the Transferred Membership Interest, the Company agrees to pay Bartlett the following (the "Purchase Price"):

(a) The Closing Payment) ([REDACTED] ash

(b) [REDACTED] installments as [REDACTED] and personally [REDACTED] Payoff Note). [REDACTED] taxes, document [REDACTED] become due and [REDACTED] be attributable to [REDACTED] filing fees to the [REDACTED]

1.3. Closing Date. Subject only to the conditions set forth in Section 1.4 and Section 1.5, the consummation of the sale and purchase of the Transferred Membership Interest hereunder (the "Closing") shall occur on March 22, 2024 (the "Closing Date"). Each of the parties acknowledges and agrees that the parties shall take the actions and deliver the deliverables described in Section 1.6 and Section 1.7 in a simultaneous Closing and all such actions and deliveries are integral components of the overall transaction between the parties.

1.4. Conditions to Bartlett's Obligations. Bartlett's obligations to sell the Transferred Membership Interest and otherwise consummate the transactions contemplated hereunder at the Closing are subject to the satisfaction (or waiver by Bartlett in its sole discretion) of the following conditions:

(a) the representations and warranties made by the Company in Section 2.2 hereof shall be true and correct when made, and shall be true and correct on and as of the Closing Date with the same force and effect as if they had been made on and as of the Closing Date;

(b) there shall not be on the Closing Date, any judgment, order, decree or injunction from any governmental authority in effect preventing consummation of the transactions contemplated hereunder or any action, suit, litigation, proceeding or investigation pending or threatened before any governmental authority that seeks to prevent the consummation of such transactions; and

(c) the Company shall have executed and delivered to Bartlett the Omnibus Release Agreement and Sabrage Payoff Note.

1.5. Conditions to the Company's Obligations. Company's obligations to purchase the Transferred Membership Interest, pay the Purchase Price at the Closing and otherwise consummate the transactions contemplated hereunder are subject to the satisfaction (or waiver by the Company in its sole discretion) of the following conditions:

(a) the representations and warranties made by Bartlett in Section 2.1 hereof shall be true and correct when made, and shall be true and correct on and as of the Closing Date with the same force and effect as if they had been made on and as of the Closing Date;

(b) there shall not be on the Closing Date, any judgment, order, decree or injunction from any governmental authority in effect preventing consummation of the transactions contemplated hereunder or any action, suit, litigation, proceeding or investigation pending or threatened before any governmental authority that seeks to prevent the consummation of such transactions; and

(c) Bartlett shall have executed and delivered the Omnibus Release Agreement.

1.6. Company Closing Deliverables. At the Closing, subject only to the simultaneous execution and delivery of the Bartlett Closing Deliverable under Section 1.7, the Company shall pay the Purchase Price by paying or causing to be paid the Cash Closing Payment via check payable from The Corneal Law Firm Client Trust Account or via wire transfer to an account designated in writing by Bartlett at least three days prior to the Closing; and execution and delivery of the Sabrage Payoff Note.

1.7. Bartlett Closing Deliverables. At the Closing, subject only to the simultaneous payment of the Purchase Price under Section 1.6, Bartlett shall execute and deliver to the Company the (i) Assignment Instrument and (ii) Resignation of Manager, pursuant to §605.0216, Fla. Stat. (the "Bartlett Closing Deliverables").

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ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Bartlett. Bartlett represents and warrants to the Company that all of the statements contained in this Section 2.1 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date.

(a) Bartlett has all necessary power and authority to execute and deliver this Agreement and to convey to Company the Transferred Membership Interest. The execution, delivery, and performance by Bartlett of this Agreement and the Bartlett Closing Deliverables, shall constitute, the valid and binding agreement of Bartlett, enforceable in accordance with their respective terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) The execution, delivery and performance by Bartlett of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Bartlett; or (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Bartlett is a party. No consent, approval, waiver or authorization is required to be obtained by Bartlett from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Bartlett of this Agreement and the consummation of the transactions contemplated hereby.

(c) There is no claim, action, suit, proceeding or governmental investigation ("Action") of any nature pending or, to Bartlett's knowledge, threatened against or by Bartlett that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Bartlett's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(d) Bartlett is transferring good and marketable title to the Transferred Membership Interest, free and clear of encumbrances other than the LLC Agreement.

2.2. Representations and Warranties of Company. The Company represents and warrants to Bartlett that all of the statements contained in this Section 2.2 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date.

(a) Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida.

(b) Company has all necessary limited liability company power and authority to execute and deliver this Agreement. The execution, delivery, and performance by Company of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Company. Assuming due

authorization, execution, and delivery by Bartlett, this Agreement constitutes the valid and binding agreement of the Company, enforceable in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(c) The execution, delivery and performance by the Company of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the articles of organization, operating agreement or other organizational documents of Company; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Company; or (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Company is a party. No consent, approval, waiver or authorization is required to be obtained by Company from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Company of this Agreement and the consummation of the transactions contemplated hereby.

(d) There is no Action of any nature pending or, to Company's knowledge, threatened against or by Company that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Company's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(e) Company acknowledges that such Transferred Membership Interest and the securities represented thereby have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state of the United States, in reliance upon certain self-executing exemptions from registration. Company understands, acknowledges and agrees the Transferred Membership Interest is subject to restrictions on transferability and sale and may not be transferred or sold in whole or in part except as permitted under the Securities Act of 1933, as amended, and any applicable state securities laws, pursuant to registration thereunder or pursuant to an available and applicable exemption from such registration requirements.

2.3. Limitations. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE II, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE TRANSFERRED MEMBERSHIP INTEREST, THE COMPANY OR THE TRANSACTIONS CONSUMMATED HEREUNDER.

ARTICLE III INDEMNIFICATION

3.1. Bartlett's Agreement to Indemnify. Subject to the conditions and provisions of this Article III, Bartlett agrees to indemnify, defend and hold harmless Company and its subsidiaries and affiliates and their respective officers, directors, managers, members, employees and agents

(the "Company Indemnified Persons") from and against and in any respect of any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, costs or expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") asserted against, imposed upon or incurred by any Company Indemnified Persons, directly or indirectly, by reason of or resulting from (a) any misrepresentation or breach of any representation or warranty, or noncompliance with any conditions or other agreements, given or made by Bartlett in this Agreement, (b) any nonfulfillment of any covenant or agreement of Bartlett under this Agreement; (c) any liabilities and obligations that arise out of or relate to ownership of the Transferred Membership Interest prior to the Closing (including any liabilities relating to taxes for taxable periods or portions of taxable periods prior to the Closing); (d) any fees, expenses or other payments incurred or owed by Bartlett to any brokers or comparable third parties retained or employed by Bartlett in connection with the transactions contemplated by this Agreement; (e) any claims made by a third party alleging facts which, if true, would entitle a Company Indemnified Person to indemnification pursuant to Section 3.1(a) through (d) above; or (f) any failure of Bartlett to comply with its obligations under this Section 3.1.

3.2. Company's Agreement to Indemnify. Subject to the conditions and provisions of this Article III, Company hereby agrees to indemnify, defend and hold harmless Bartlett from and against and in any respect of all Claims asserted against, imposed upon or incurred by Bartlett directly or indirectly, by reason of or resulting from (a) any misrepresentation or breach of any representation or warranty, or noncompliance with any conditions or other agreements, given or made by Company in this Agreement, (b) any nonfulfillment of any covenant or agreement of Company under this Agreement; (c) any liabilities and obligations that arise out of or relate to ownership of the Transferred Membership Interest; (d) any fees, expenses or other payments incurred or owed by Company to any brokers or comparable third parties retained or employed by Company in connection with the transactions contemplated by this Agreement; (e) any claims made by a third party alleging facts which, if true, would entitle Bartlett to indemnification pursuant to Section 3.2(a) through (d) above; or (f) any failure of Company to comply with its obligations under this Section 3.2.

3.3. Method of Asserting Claims. A Company Indemnified Person or Bartlett as applicable (the "Indemnified Person") will give prompt written notice to the party responsible for indemnification hereunder (the "Indemnifying Party") of any Claim which it discovers or of which it receives notice and which might give rise to a claim by it against the Indemnifying Party under Article III hereof, stating the nature, basis and (to the extent known) amount thereof; provided that failure to give prompt notice shall not jeopardize the right of any Indemnified Person to indemnification unless such failure shall have materially prejudiced the ability of the Indemnifying Party to defend such Claim. In case of any Claim or suit by a third party or by any governmental authority, or any legal, administrative or arbitration proceeding with respect to which the Indemnifying Party may have liability under this Article III, the Indemnifying Party shall be entitled to participate therein, and, to the extent desired by it, to assume the defense thereof, and after notice from the Indemnifying Party to the Indemnified Person of the election so to assume the defense thereof, the Indemnifying Party will not be liable to the Indemnified Person for any legal or other expenses subsequently incurred by the Indemnified Person in connection with the defense thereof, other than reasonable costs of investigation, unless the Indemnifying Party does not actually assume the defense thereof following notice of such election. The Indemnified Person and the Indemnifying Party will render to each other such assistance as may reasonably be required

of each other in order to insure proper and adequate defense of any such suit, Claim or proceeding. If the Indemnifying Party actually assumes the defense of the Indemnified Person, the Indemnified Person will not make any settlement of any Claim which might give rise to liability of the Indemnifying Party under this Article III without the written consent of the Indemnifying Party. The Indemnifying Party shall not agree to make any settlement of any Claim which would not include the unconditional release of the Indemnified Person or which would impose any obligations on the Indemnified Person, its conduct of its business without the written consent of the Indemnified Person.

3.4. Certain Limitations and Other Matters Regarding Claims. The indemnification provided to a party pursuant to, and subject to the limitations and conditions of, this Article III shall be the sole and exclusive remedy of the Indemnified Persons with respect to the subject matter of this Agreement and the transactions contemplated hereby and the Indemnified Persons will have no other remedy or recourse with respect to any of the foregoing pursuant to, and subject to the terms and conditions of this Article III, other than fraud criminal activity, or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement and claims for specific performance or other equitable remedies.

ARTICLE IV GENERAL PROVISIONS

4.1. [REMOVED]

4.2. Complete Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral. Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

4.3. Interpretation. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by a party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a party or its counsel. The use of the words "include," "including," or variations thereof in this Agreement shall be by way of example rather than by limitation. Unless expressly indicated otherwise, all dollar amounts specified in this Agreement are specified in United States dollars.

4.4. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

4.5. Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing (which may include facsimile) and shall be deemed to have been given and received when delivered to the following addresses for each party or at such addresses as may hereafter be designated thereby by notice:

To Company:

Sabrage St. Augustine, LLC
3625 Crazy Horse Trail
St. Augustine, FL 32086
Attn: Robert G. Davis
Email: beachretreat13@gmail.com

With a copy not constituting notice to:

The Corneal Law Firm
509 Anastasia Blvd.
St. Augustine, FL 32080
Attention: Alex C. Najarian, Esq.
Email: alex@corneallaw.com

To Bartlett:

Ian Bartlett
4636 Legends Lane

Elkton, , FL 32033
Email: ib238585@gmail.com

With a copy not constituting notice to:

Sisco-Law
777 S. Harbour Island Blvd., Suite 320
Tampa, FL 33602
Attention: Dale R. Sisco, Esq.
Email: dsisco@sisco-law.com

4.6. Amendment. This Agreement may only be amended by a written instrument executed by all parties hereto.

4.7. Violation. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Except as otherwise provided in this Agreement, the rights and remedies provided by this Agreement are cumulative, and the use of any one right shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

4.8. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Florida and the federal laws of the United States of America applicable therein, as though made and to be fully performed in the State of Florida. Each of the parties irrevocably agrees that all actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated in courts having situs within St. Johns County, Florida consents and submits to the jurisdiction of any local, state or federal courts located within said county and state and waives any right it may have to transfer or change the venue of any litigation brought against in accordance with this Section.

4.9. Third Parties. Except as provided in Article III, nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

4.10. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.


4.11. Specific Performance. Notwithstanding anything in this Agreement to the contrary, the parties agree that a breach of this Agreement would cause irreparable damage to the other party, for which such party will not have an adequate remedy at law. Therefore, the obligations of Company and Bartlett under this Agreement, including the obligation to consummate the transactions contemplated hereunder, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Notwithstanding anything in this Agreement to the contrary, such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise, this being in addition to any other remedy to which the parties is entitled at law or in equity.

4.12. Authority. By executing below, each party acknowledges that they have full authority to execute this Agreement such that it shall become a binding obligation of each and that the doctrine of equitable estoppel would apply to any attempts of any party to argue lack of authority as a defense to this Agreement.

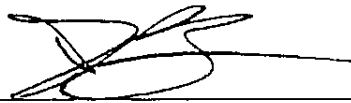
[Remainder of page intentionally left blank. Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SABRAGE ST. AUGUSTINE LLC

By: 
Name: Robert G. Davis
Title: Manager

IAN BARTLETT

By: 

Exhibits

- | | |
|-----------|--|
| Exhibit A | Form of Membership Interest Assignment |
| Exhibit B | Form of Omnibus Mutual Release Agreement |
| Exhibit C | Form of Sabrage Payoff Note |

EXHIBIT A
FORM OF MEMBERSHIP INTEREST ASSIGNMENT

See attached.

MEMBERSHIP INTEREST ASSIGNMENT

This MEMBERSHIP INTEREST ASSIGNMENT (this "Assignment") is made as of March 22, 2024 by and between SABRAGE ST. AUGUSTINE LLC (the "Company"), a Florida limited liability company, and IAN BARTLETT ("Bartlett"), an individual, pursuant to the Membership Purchase and Sale Agreement (the "Agreement") dated as of March 22, 2024 by and between the Company and Bartlett. Capitalized terms in this Assignment shall have the meaning set forth in the Agreement.

For good and valuable consideration, the receipt and adequacy of which is acknowledged, Bartlett hereby sells, assigns, transfers, conveys and delivers to Company all of its right, title and interest in the Transferred Membership Interest, which Transferred Membership Interest consists of Two Thousand Five Hundred (2500) Units in the Company, representing e LLC Agreement) representing a Twenty Five Percent (25%) ownership interest of the Company.

Company accepts the assignment of all of Bartlett's right, title and interest in the Transferred Membership Interest. Company hereby indemnifies and holds Bartlett against any and all losses, costs, and expenses (including reasonable attorneys' fees) arising out of any obligations of Company relating to the Transferred Membership Interest which occur on or after, or arise from events occurring on or after, the date hereof.

Company and Bartlett acknowledge that this assignment of Bartlett's Transferred Membership Interest has been approved pursuant to the LLC Agreement, such that no further action will be required to effect this assignment after its execution by Bartlett to Company.

The terms of the Agreement, including, but not limited to, the representations, warranties, disclaimers and limitations set forth in the Agreement are hereby incorporated into this Assignment by this reference. The parties hereto acknowledge and agree that this Assignment is made pursuant to, and subject to the terms of, the Agreement and, accordingly, the representations, warranties, disclaimers and limitations contained in the Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

SABRAGE ST. AUGUSTINE LLC

By: 

Name: Robert G. Davis

Title: Manager

IAN BARTLETT

By: 