

PI2000031498

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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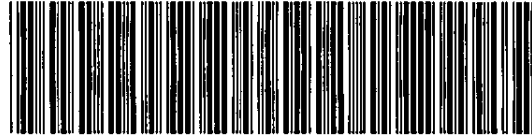
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
15 APR 10 PM 2:31

C.L.
4-13-15

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Sailfish Brewing Company, Inc.

DOCUMENT NUMBER: 1

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

David BuShea
Name of Contact Person
Sailfish Brewing Company
Firm/ Company
407 N 2nd Street
Address
Fort Pierce, FL 34950
City/ State and Zip Code

DBBUSHEA@GMAIL.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David BuShea at (772) 559-0091
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> \$35 Filing Fee | <input checked="" type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed) |
|------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Sailfish Brewing Company

15 APR 10 PM 2:31

(Name of Corporation as currently filed with the Florida Dept. of State)

Sailfish Brewing Company, Inc.

P12000031498

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

n/a _____ The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

n/a _____

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

n/a _____

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent n/a _____

(Florida street address)

New Registered Office Address: n/a _____, Florida _____
(City) (Zip Code)

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

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change PT John Doe

Remove V Mike Jones

Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	<u>cio</u>	<u>Daniel Allen Horton</u>	<u>407 N 2nd Street</u>
<input checked="" type="checkbox"/> Add			<u>Fort Pierce, FL 32960</u>
<input type="checkbox"/> Remove			
2) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

Consent Agreement

Share holder agreement

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

Attached please find revised Share Holder agreements and Consent of Board of Directors in reference to reclassification of Issued shares to Michael Sturgis, David BuShea, Nick Bischoff, Daniel Horton

The date of each amendment(s) adoption: 3/31/15
date this document was signed.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

, if other than the

Effective date if applicable: 3/31/15

15 APR 10 PM 2:31

(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

- The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 3/31/15

Signature _____

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

NICHOLAS V. BISCHOFF
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)

any appointment of agent or attorney for service of process, and to file such certificates, reports, revocation of appointment, or surrender of authority as may be necessary to terminate the authority of the Corporation to do business in any state, territory, dependency or country; and be it further

RESOLVED, that the officers of the Corporation are hereby authorized to designate one or more banks to serve as depositories of the Corporation and, in connection therewith, the Board of Directors of the Corporation hereby adopts the form of any authorizing resolutions required by such banks to establish accounts, copies of which shall be inserted in the Minute Book of the Corporation; and be it further

RESOLVED, that the Treasurer of the Corporation is authorized to pay all charges and expenses incident to and arising out of the organization of the Corporation and to reimburse any person who has made any disbursements therefor; and be it further

RESOLVED, that the Corporation be, and hereby is, authorized to issue the following shares of Common Stock of the Corporation to the following persons for the consideration specified:

<u>Shareholder</u>	<u>Number of Shares</u>	<u>Consideration</u>
David Brian BuShea, Jr.	200	\$10
Nicholas V. Bischoff	700	\$10
Daniel Allen Horton	400	\$10
Michael Karl Sturgis	700	\$10

and that the appropriate officers of the Corporation be, and each of them hereby is, authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things, and to make, execute and deliver, all such documents, instruments or certificates, as each such officer may deem necessary or appropriate to issue such shares of Common Stock; and be it further

RESOLVED, that the appropriate directors or officers of the Corporation or any agent or attorney-in-fact of the Corporation authorized by any of the foregoing be, and each of them hereby is, authorized, empowered and directed to take, or cause to be taken, such further action, to engage in any and all negotiations, and to

execute and deliver, or cause to be delivered, for and in the name and on behalf of the Corporation, such instruments and documents as such person deems appropriate in order to effectuate the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action, engaging in such negotiations, or the execution and delivery of such instruments and documents, as the case may be).

IN WITNESS WHEREOF, the undersigned, being all the Directors of the Corporation, have executed this Consent as of the date first above written.

By: 

David Brian BuShea, Jr.
Director

SAILFISH BREWING COMPANY

SHAREHOLDERS AGREEMENT

THIS SHAREHOLDERS AGREEMENT (this "Agreement") dated as of March 31 2015, is entered into by and among Sailfish Brewing Company, a Florida corporation (the "Corporation"), David Brian BuShea, Jr. ("BuShea"), Nicholas Vinson Bischoff ("Bischoff"), and Michael Karl Sturgis ("Sturgis"); and, together with BuShea and Bischoff, individually, a "Shareholder" and collectively, the "Shareholders").

The Company and the Shareholders desire to enter into this Agreement to promote their mutual interests by imposing certain restrictions and obligations on themselves and on the Corporation.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Restrictions on Transfer of Shares. The restrictions set forth in this Section 1 shall apply to all Shares until an Approved Sale of the Corporation (but shall not apply to such Approved Sale).

(a) Prohibition Against Transfer of Shares. No Shareholder shall sell, transfer, assign, pledge, hypothecate, encumber, grant an Option or other interest in, or otherwise dispose of (collectively, a "Transfer") any interest in any Shares unless pursuant to either (i) the provisions of Sections 1(b) through 1(e) hereof, or (ii) the Transfer is effected pursuant to Sections 2, 3, 4 or 5 hereof.

(b) Corporation Right of First Refusal. At least 60 days prior to making any Transfer of any Shares (other than pursuant to a Permitted Transfer), the transferring Shareholder (the "Transferring Shareholder") shall deliver an Offer Notice to the Corporation and the other Shareholders (the "Other Shareholders"). The Offer Notice shall be deemed to be an offer of the subject Shares to the Corporation and the Other Shareholders on the same terms and conditions as proposed by the third party. The Corporation may elect to purchase all or a portion of the Shares specified in the Offer Notice at the price and on the terms specified therein by delivering written notice of such election to the Transferring Shareholder within 60 days after the delivery of the Offer Notice (the "Election Period"). The purchase of the subject Shares shall be made in accordance with Section 1(d) hereof.

(c) Other Shareholders' Right of First Refusal. In the event the Corporation does not elect to purchase all of the Shares subject to the Offer Notice, the Other Shareholders shall have the right, but not the obligation, to purchase any remaining Shares subject to the Offer Notice. Upon the expiration of the Election Period, the Other Shareholders shall have an additional 30 business days to notify the Transferring Shareholder of their intention to acquire such remaining Shares. Each Other Shareholder may purchase his pro rata portion of such Shares by multiplying the number of such Shares by a fraction, the numerator of which is the number of Shares held by such Other Shareholder and the denominator of which is the number of

Shares held by all Shareholders. If one or more of the Other Shareholders elects not to purchase its pro rata portion of such remaining offered Shares, the Other Shareholders who have elected to purchase their pro rata portion may also purchase their pro rata portion of the remaining offered Shares in successive rounds until all such remaining offered Shares have been purchased. The purchase of the subject Shares shall be made in accordance with Section 1(d) hereof.

(d) Procedures for Acquiring Shares. If the Corporation or the Other Shareholders have elected to purchase Shares from the Transferring Shareholder, the purchase of such shares shall be consummated as soon as practical after the delivery of the election notices, but in any event within 30 days after the expiration of the Election Period. To the extent that the Corporation (or the Shareholders) has not elected to purchase all of the Shares being offered, the Transferring Shareholder may, within 90 days after the expiration of the respective election periods specified in this Section 1, Transfer any remaining Shares to one or more third parties at a price no less than the price per share specified in the Offer Notice and on other terms no more favorable to the transferee than offered to the Corporation in the Offer Notice, and such purchases shall be conditioned upon all purchasers of Shares executing a counterpart of this Agreement. In the event the Offer Notice provides for any non-cash consideration for the Shares or includes terms that differ from a direct purchase of the Shares, the Corporation and the Transferring Shareholder shall negotiate in good faith to determine the all cash purchase equivalent of the consideration and terms proposed in the Offer Notice. The Corporation and/or the Other Shareholders shall only be required to pay cash for the Shares acquired from the Transferring Shareholder. At the closing of the purchase of Shares, the Transferring Shareholder shall provide representations and warranties as to his title to such securities and that there are no liens or encumbrances on such securities and shall sign such stock powers and other documents as may reasonably be requested by the Corporation and/or the Other Shareholders.

(e) Permitted Transfers. The restrictions contained in Sections 1 and 2 shall not apply to the following Transfers (the "Permitted Transfers") of Shares by any Shareholder pursuant to applicable laws of descent and distribution or to such Shareholder's Family Group ("Permitted Transferees"); provided that the Permitted Transferees of such Shares shall have agreed in writing to be bound by the provisions of this Agreement affecting the Shares so transferred.

(f) Involuntary Transfers. Any event which, were it not for the provisions of this Agreement, would cause any Shareholder's Shares, or any interest therein, to be sold, assigned, pledged, encumbered, awarded, or otherwise Transferred, for consideration or otherwise, to any person, whether voluntarily, involuntarily, or by operation of law shall be deemed to constitute an offer by such Shareholder to sell such Shares pursuant to Section 1(b) hereof.

(g) Purchase Rights. Upon the occurrence of any event specified in Section 1(f), the Corporation (and then the Other Shareholders) shall have the right to purchase such Shares at their fair market value (as defined below) unless and until the Shareholder or the proposed transferee sends an Offer Notice to the Corporation. Upon the Corporation's becoming aware of any of the events set forth in Section 1(f), the Corporation (and the Other Shareholders) may, but shall not be obligated to, purchase all of the Shares subject to such Transfer on the same terms and conditions as set forth in Sections 1(b) through 1(d) at a price equal to their fair market

value. In the event the Corporation and the Other Shareholders do not provide the Transferring Shareholder timely notice of their election to purchase pursuant to Section 1(b) and/or 1(d) after receipt of written notice by the Transferring Shareholder (or the Transferee if the Shareholder has not done so), the Transferee may retain the Shares subject to this Agreement provided the Transferee executes a counterpart signature page to this Agreement. For purpose of this Section 1(g), the "fair market value" of such Shares shall be determined by an independent accounting firm selected by the Corporation in a manner that such firm believes in good faith reflects the fair value of such Shares as of such date.

2. Tag-Along Rights.

(a) If after compliance with Section 1 (in the case of a Shareholder) any Shareholder proposes to Transfer (other than a Permitted Transfer) its Shares and the Corporation, the Other Shareholders have not exercised their rights to acquire all the Shares pursuant to Sections 1(b) through 1(d), then the Transferring Shareholder may transfer its Shares provided it complies with the provisions of this Section 2. First, the Transferring Shareholder shall give to the Corporation and the Other Shareholders an Offer Notice. The Offer Notice shall be deemed to be an offer by the Transferring Shareholder to allow the Other Shareholders to participate, upon the purchase by the proposed transferee, in the sale of any Shares proposed to be sold by the Transferring Shareholder for the same per share consideration and on the same terms. Each Shareholder shall have the right, for a period of 15 days after the Offer Notice is given, to accept such offer in whole or in part, exercisable by delivering a written notice to the Transferring Shareholder and the Corporation within such 15 day period, stating therein the number of Shares (which may be the number of shares set forth in the Offer Notice or a portion thereof) to be sold by such Shareholder to the proposed transferee. Prior to the earlier of (i) the end of such 15 day period or (ii) the acceptance or rejection by each Shareholder of the Transferring Shareholder's offer, as the case may be, the Transferring Shareholder shall not complete any sale of shares of Common Stock to the proposed transferee.

(b) At the end of such 15-day period, the Corporation shall calculate the total number of Shares that are proposed to be sold. Each Shareholder shall be entitled to sell to the proposed transferee that number of Shares (or if such number is not an integral number, the next integral number which is greater than such number) which shall be the product of (i) the aggregate number of Shares proposed to be sold by such Shareholder and (ii) a fraction, the numerator of which shall be the number of Shares willing to be purchased by the proposed transferee and the denominator of which shall be the total number of Shares proposed to be sold by all Shareholders and other persons who have tag-along rights. Thereafter, for a period of 120 days, the Transferring Shareholder may sell Shares to the proposed transferee for the consideration stated and on terms no more favorable to the proposed transferee than those set forth in the Offer Notice; provided that the proposed transferee shall simultaneously purchase the number of Shares as calculated above from those Shareholders who have accepted the Transferring Shareholder's offer. Any purchaser of Shares pursuant to this Section 2 shall be subject to, and have the rights and benefits of, the terms and conditions of this Agreement.

3. Drag-Along Rights.

(a) In the event of an Approved Sale, the Corporation shall deliver 20 days' prior written notice thereof to each Shareholder providing the same information as would be set forth in an Offer Notice. Each Shareholder shall vote for, consent to and raise no objections to, shall not bring a claim against and shall not contest such Approved Sale. If the Approved Sale is structured as (i) a merger or consolidation, each Shareholder shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation; or (ii) a sale of stock, each Shareholder shall (x) agree to sell all of its Shares and rights to acquire Shares on the terms and conditions approved by the Board and the holders of a majority of the Shares then outstanding and (y) execute such purchase agreement and other documents as executed by the holders of a majority of the Shares. Each Shareholder shall take such other necessary or desirable actions in connection with the consummation of the Approved Sale as reasonably requested by the Corporation.

(b) The obligations of the Shareholders with respect to the Approved Sale of the Corporation are subject to the satisfaction of the following conditions: (i) upon the consummation of the Approved Sale, each holder of Shares shall receive for its Shares the same form of consideration and the same amount of consideration as the holders of a majority of the Shares receive for each of their Shares; (ii) if any holders of a class of Common Stock are given an option as to the form and amount of consideration to be received, each holder of any other class of Common Stock shall be given the same option; and (iii) each holder of then currently exercisable rights to acquire shares of a class of Common Stock shall be given an opportunity to either (x) exercise such rights prior to the consummation of the Approved Sale or (y) receive in exchange for such rights consideration equal to the amount determined by multiplying (1) the same amount of consideration per share of a class of Common Stock received by holders of such class of Common Stock in connection with the Approved Sale less the exercise price per share of such class of Common Stock by (2) the number of shares of such class of Common Stock represented by such rights.

4. Corporation Option or Obligation to Purchase. Upon the occurrence of either (i) a material breach by a Shareholder of any covenant or agreement of the Shareholder under and pursuant to an employment agreement executed by the Corporation and the Shareholder (the "Employment Agreement"), or (ii) the termination of employment of the Shareholder under the Employment Agreement (x) by the Shareholder for any reason other than a breach by the Corporation of its obligations thereunder or (y) by the Corporation for cause, the Corporation shall have the right, but not the obligation, to purchase all of the Shares of the Shareholder at a price equal to the [par value of such Shares / fair market value of the Shares, as reasonably determined by a third party appraisal of the Shares conducted by an independent third party appraiser reasonably acceptable to the Corporation and the Shareholder]. For purposes of this Section 4, "cause" shall mean the gross negligence or willful misconduct of the Shareholder, as determined in the sole discretion of the Corporation or that the Shareholder has defaulted under any other term of the Employment Agreement, has engaged in conduct that is materially injurious to the Corporation or the Corporation's reputation as determined in the sole discretion of the Corporation, has committed a fraud on, or misappropriation of the assets of, the Corporation or has been convicted of, or entered a plea of nolo contendere to, a crime that constitutes a felony.

5. Legend. Each certificate evidencing Shares and each certificate issued in exchange for or upon the Transfer of any Shares (if such shares remain Shares as defined herein after such transfer) shall be stamped or otherwise imprinted with a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, CERTAIN REPURCHASE OPTIONS AND CERTAIN OTHER AGREEMENTS SET FORTH IN A SHAREHOLDERS AGREEMENT. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE CORPORATION’S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.”

6. Conflicting Agreements. Each Shareholder represents that it has not granted and is not a party to any proxy, voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement, and no holder of Shares shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement. No Shareholder shall act, for any reason, as a member of a group or in concert or enter into any agreement or arrangement with any other person in connection with the acquisition, disposition or voting of Shares in any manner which is inconsistent with the provisions of this Agreement.

7. Actions Consistent with Agreement. The Corporation shall not circumvent this Agreement by taking any action through a subsidiary or affiliate that would be prohibited under this Agreement. The certificate of incorporation and bylaws of the Corporation may be amended in any manner permitted thereunder, except that neither the certificate nor the bylaws shall be amended in any manner that would conflict with, or be inconsistent with, the provisions of this Agreement.

8. Definitions.

“Approved Sale” means a sale of the Corporation approved by the Board of Directors of the Corporation and the holders of a majority of the Shares to an independent third party or group of independent third parties pursuant to which such party or parties acquire (i) capital stock of the Corporation possessing the voting power under normal circumstances to elect a majority of the Corporation’s Board of Directors (whether by merger, consolidation or sale or transfer of the Corporation’s capital stock) or (ii) all or substantially all of the Corporation’s assets determined on a consolidated basis.

“Common Stock” means (i) the Corporation’s Common Stock, no par value per share, and (ii) any securities issued or issuable with respect to the capital stock referred to in

clause (i) above by way of stock dividends or stock splits or in connection with a combination of shares, recapitalization, merger, consolidation, or other reorganization.

“Family Group” means a Shareholder’s spouse and descendants (whether natural or adopted) and any trust solely for the benefit of the Shareholder and/or the Shareholder’s spouse and/or descendants.

“Offer Notice” shall mean the notice required to be given by a Transferring Shareholder to the Corporation and/or the Other Shareholders describing a proposed Transfer. At a minimum, the Offer Notice shall be in writing and shall contain (i) the number of shares of Common Stock that the Transferring Shareholder proposes to sell; (ii) the name and address of the proposed transferee; (iii) the proposed purchase price, terms of payment and other material terms and conditions of such proposed transfer; and (iv) an estimate, in the Transferring Shareholder’s reasonable judgment, of the fair market value of any non-cash consideration offered by the proposed transferee.

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

“Shares” means (i) any Common Stock purchased or otherwise acquired by any Shareholder, (ii) any equity securities issued or issuable directly or indirectly with respect to the Common Stock referred to in clause (i) above by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, and (iii) any other shares of any class or series of capital stock of the Corporation held by a Shareholder.

9. Transfers in Violation of Agreement. Any Transfer or attempted Transfer of any Shares in violation of any provision of this Agreement shall be void, and the Corporation shall not record such Transfer on its books or treat any purported transferee of such Shares as the owner of such shares for any purpose.

10. Amendment and Waiver. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against the Corporation or a Shareholder unless such modification, amendment, termination or waiver is approved in writing by the Corporation and the holders of at least 50% of the Shares held by the Shareholders, respectively; provided, however, that the Corporation may from time to time add additional shareholders of the Corporation to this Agreement without the consent or additional signatures of the parties hereto (and amend and/or restate the Agreement to reflect such additions) and upon the Corporation’s receipt of such additional Shareholders’ signature pages, such additional Shareholders shall be deemed to be a party hereto and such additional signature pages shall be a part of this Agreement. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any

applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior representations, agreements and understandings among the parties with respect to such subject matter.

13. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Corporation and its successors and assigns and the Shareholders and any permitted subsequent holders of Shares and the respective successors and permitted assigns of each of them, so long as they hold Shares.

14. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

15. Remedies. The Corporation and the Shareholders shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the Corporation and any Shareholder may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement.

16. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to the Corporation at the address set forth below and to any other recipient at the address indicated on the schedules hereto and to any subsequent holder of Shares subject to this Agreement at such address as indicated by the Corporation's records, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when delivered personally, three days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service. The Corporation's address is:

407 N Second Street

Fort Pierce, FL 34950

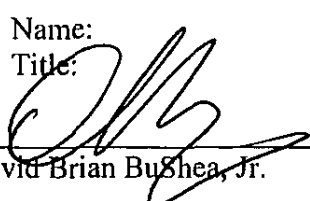
17. Governing Law. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Florida. Any court proceeding relating to this Agreement or its subject matter shall be brought in federal or state court situated in Osceola County, Florida. The parties hereby waive any objection they may have in any such action based on lack of personal jurisdiction, improper venue, or inconvenient forum.

* * * *

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

Sailfish Brewing Company

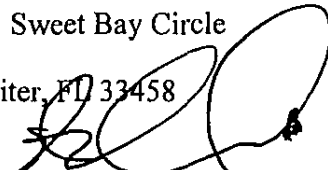
By: _____

Name:
Title:


David Brian BuShea, Jr.

331 Sweet Bay Circle

Jupiter, FL 33458


Nicholas Vinson Bischoff

~~205 39th Court~~ 2155 PEWINKLE DR

Vero Beach, FL ~~32968~~ 32963 NB


Michael Karl Sturgis

2800 8th Street → 449 11th St. Sw

Vero Beach, FL 32968


Daniel Allen Horton

2451 Seminole Road

Fort Pierce, FL 34951