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CASTLE BRANDS INC

FORM 10-K
(Annual Report)

Filed 06/14/17 for the Period Ending 03/31/17

Address	122 EAST 42ND STREET SUITE 4700 NEW YORK, NY 10168
Telephone	646-356-0200
CIK	0001311538
Symbol	ROX
SIC Code	2080 - Beverages
Industry	Distillers & Wineries
Sector	Consumer Non-Cyclicals
Fiscal Year	03/31

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended March 31, 2017
or
[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-32849

Castle Brands Inc.
(Exact name of registrant as specified in its charter)

Florida (State or other jurisdiction of incorporation or organization)	**41-2103550** (I.R.S. Employer Identification No.)
122 East 42nd Street, Suite 5000 **New York, New York** (Address of principal executive offices)	**10168** (Zip Code)

Registrant's telephone number, including area code (646) 356-0200

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common stock, $0.01 par value	NYSE MKT

Securities registered pursuant to Section 12(g) of the Act:

None.

Indicate by check mark whether the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [ ] No [X]

Indicate by check mark whether the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [ ] No [X]

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

[ ] Large accelerated filer
[X] Accelerated filer
[ ] Non-accelerated filer
[ ] Smaller reporting company
[ ] Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes [ ] No [X]

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant based on the September 30, 2016 closing price was approximately $74,623,615 based on the closing price per share as reported on the NYSE MKT on such date. The registrant had 163,122,883 shares of common stock outstanding at June 9, 2017.

DOCUMENTS INCORPORATED BY REFERENCE

Part III (Items 10, 11, 12, 13 and 14) of this annual report on Form 10-K is incorporated by reference from the definitive Proxy Statement for the 2017 Annual Meeting of Shareholders or an amendment to this annual report on Form 10-K to be filed with the Securities and Exchange Commission no later than 120 days after the end of the registrant's fiscal year covered by this report.

CASTLE BRANDS INC.
FORM 10-K

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PART I

Item 1. Business

Overview

We develop and market premium and super premium brands in the following beverage alcohol categories: rum, whiskey, liqueurs, vodka and tequila. We also develop and market related non-alcoholic beverage products, including Goslings Stormy Ginger Beer. We distribute our products in all 50 U.S. states and the District of Columbia and in thirteen primary international markets, including Ireland, Great Britain, Northern Ireland, Germany, Canada, France, Finland, Norway, Sweden, Denmark, and the Duty Free markets. We market the following brands, among others:

- Goslings rum ®
- Goslings Stormy Ginger Beer
- Goslings Dark 'n Stormy ® ready-to-drink cocktail
- Jefferson's ® bourbon
- Jefferson's Reserve ®
- Jefferson's Ocean Aged at Sea ®
- Jefferson's Wine Finish Collection
- Jefferson's The Manhattan: Barrel Finished Cocktail
- Jefferson's Chef's Collaboration
- Jefferson's Wood Experiment
- Jefferson's Presidential Select™
- Jefferson's Straight Rye whiskey
- Pallini ® liqueurs
- Clontarf ® Irish whiskey
- Knappogue Castle Whiskey ®
- Brady's ® Irish Cream
- Boru ® vodka
- Tierras™ tequila
- Celtic Honey ® liqueur
- Gozio ® amaretto
- The Arran Malt ® Single Malt Scotch Whisky
- The Robert Burns Scotch Whiskeys
- Machrie Moor Scotch Whiskeys

Our brands

We market the premium and super premium brands listed below.

Goslings rums and ginger beer . We are the exclusive global distributor (other than in Bermuda) for Goslings rums, including Goslings Black Seal Dark Rum, Goslings Gold Seal Rum and Goslings Old Rum. The Gosling family produces these rums in Bermuda, where Goslings rums have been under continuous production and ownership by the Gosling family for over 200 years. We hold an 80.1% controlling interest in Gosling-Castle Partners Inc., or GCP, a global export venture between us and the Gosling family. GCP has the exclusive long-term export and distribution rights for the Goslings rum products for all countries other than Bermuda. The Goslings rum brands accounted for approximately 24% and 26% of our revenues for our 2017 and 2016 fiscal years, respectively. We also are the exclusive global distributor (other than in Bermuda and various regional markets) of Goslings Stormy Ginger Beer, an essential non-alcoholic ingredient in Goslings trademarked Dark 'n Stormy ® rum cocktail and the Goslings Dark 'n Stormy ® cocktail in a ready-to-drink can.

Jefferson's bourbons and rye whiskey . We develop and market four premium, very small batch bourbons: Jefferson's, Jefferson's Reserve, Jefferson's Ocean Aged at Sea and Jefferson's Presidential Select. Each of these four distinct premium Kentucky bourbons is blended in batches using select barrels of certain mash bills and ages to produce specific flavor profiles. We also market Jefferson's Straight Rye Whiskey, a premium whiskey distilled from 100% North American rye, Jefferson's Chef's Collaboration, a blend of bourbon and rye, Jefferson's The Manhattan: Barrel Finished Cocktail, a ready-to-drink cocktail, Jefferson's Wine Finish Collection, bourbons aged in wine barrels, and Jefferson's Wood Experiment, innovative wood-finished bourbons.

Clontarf Irish whiskeys . Our family of Clontarf Irish whiskeys currently represents a majority of our case sales of Irish whiskey. Clontarf, an accessible and smooth premium Irish whiskey, is distilled using quality grains and pure Irish spring water. Clontarf is then aged in bourbon barrels and mellowed through Irish oak charcoal. Clontarf is available in single malt and classic versions.

Knappogue Castle whiskies . We developed our Knappogue Castle Whiskey, a single malt Irish whiskey, to build on both the popularity of single malt Scotch whisky and the growth in the Irish whiskey category. Knappogue Castle Whiskey is distilled in pot stills using malted barley and is aged twelve years. We have introduced Knappogue Twin Wood, the first Sherry Finished Knappogue Castle Whiskey. The whiskey is matured for sixteen years in two types of wood resulting in a perfectly balanced single malt Irish whiskey with a complex, rich taste and a slightly sweet sherry finish. Knappogue Castle 1951 is a pure pot-still whiskey that was distilled in 1951 and then aged for 36 years in sherry casks. The name comes from an Irish castle, formerly owned by Mark Edwin Andrews, the originator of the brand and the father of Mark Andrews, our chairman.

Brady's Irish Cream liqueurs . Brady's Irish Cream, a high quality Irish cream, is made in small batches using Irish whiskey, dairy fresh cream and natural flavors.

Boru vodka . Boru vodka, a premium vodka produced in Ireland, was developed in 1998 and is named after the legendary High King of Ireland, Brian Boru, who united the Irish clans and drove foreign invaders out of Ireland. It is five-times distilled using pure spring water for smoothness and filtered through ten feet of charcoal made from Irish oak for increased purity.

Celtic Honey liqueur . Celtic Honey is a premium brand of Irish liqueur that is a unique combination of Irish spirits, cognac and a taste of honey. Gaelic Heritage Corporation Limited, an affiliate of one of our bottlers, has the exclusive rights to produce and supply us with Celtic Honey.

Pallini liqueurs . We have the exclusive U.S. distribution rights (excluding duty free sales) for Pallini Limoncello and its related brand extensions. Pallini Limoncello is a premium lemon liqueur, which is served ice cold, on the rocks or as an ingredient in a wide variety of drinks, ranging from martinis to iced tea. It is also used in cooking, particularly for pastries and cakes. Pallini Limoncello is crafted from an authentic family recipe. It is made with Italy's finest Sfusato Amalfitano lemons that are hand-selected for optimal freshness and flavor. There are two other flavor extensions of this Italian liqueur: Pallini Peachcello, made with white peaches, and Pallini Raspicello, made from a combination of raspberries and other berries.

Tierras tequila **s** . "Tequila Tierras Autenticas de Jalisco"™ or "Tierras" is an organic, super-premium, USDA certified organic tequila and is available as blanco, reposado and añejo. We are the exclusive U.S. importer and marketer of Tierras.

Gozio amaretto . We are the exclusive U.S. distributor for Gozio amaretto, which is made from a secret recipe that combines selected fruits from four continents.

Arran Scotch whiskies . In 2017, we became the exclusive U.S. distributor for the Arran Scotch whiskies. Arran Scotch whiskies are produced by Isle of Arran Distillers, an independent distiller of premium quality Single Malt Scotch whiskies. Located in the village of Lochranza on the Isle of Arran, the distillery opened in 1995 and is the only whisky producer on the island. The Arran portfolio includes the classic 10 Years Old, the new 18 Years Old as well as the official Robert Burns whiskies, endorsed by the World Burns Federation, and the limited edition Machrie Moor Scotch Whiskies.

Our strategy

Our objective is to continue building Castle Brands into a profitable international spirits company, with a distinctive portfolio of premium and super premium spirits brands. To achieve this, we continue to seek to:

- ***focus on our more profitable brands and markets.*** We continue to focus our distribution efforts, sales expertise and targeted marketing activities on our more profitable brands and markets;
- ***grow organically.*** We believe that continued organic growth will enable us to achieve long-term profitability. We focus on brands that have profitable growth potential and staying power, such as our rums and whiskies, sales of which have grown substantially in recent years;
- ***build consumer awareness.*** We use our existing assets, expertise and resources to build consumer awareness and market penetration for our brands;
- ***leverage our distribution network.*** Our established distribution network in all 50 U.S. states enables us to promote our brands nationally and makes us an attractive strategic partner for smaller companies seeking U.S. distribution; and
- ***selectively add new brand extensions and brands to our portfolio.*** We intend to continue to introduce new brand extensions and expressions. For example, we have leveraged our successful Jefferson's portfolio by introducing a number of brand extensions. Additionally, we recently added the Arran Scotch whiskies to our portfolio as agency brands. We continue to explore strategic relationships, joint ventures and acquisitions to selectively expand our premium spirits portfolio. We expect that future acquisitions or agency relations, if any, would involve some combination of cash, debt and the issuance of our stock.

Production and supply

There are several steps in the production and supply process for beverage alcohol products. First, all of our spirits products are distilled. This is a multi-stage process that converts basic ingredients, such as grain, sugar cane or agave, into alcohol. Next, the alcohol is processed and/or aged in various ways depending on the requirements of the specific brand. For our vodka, this processing is designed to remove all other chemicals, so that the resulting liquid will be odorless and colorless, and have a smooth quality with minimal harshness. Achieving a high level of purity involves a series of distillations and filtration processes.

For our spirits brands, rather than removing flavor, various complex flavor profiles are achieved through one or more of the following techniques: infusion of fruit, addition of various flavoring substances, and, in the case of rums and whiskeys, aging of the brands in various types of casks for extended periods of time and the blending of several rums or whiskeys to achieve a unique flavor profile for each brand. After the distillation, purification and flavoring processes are completed, the various liquids are bottled. This involves several important stages, including bottle and label design and procurement, filling of the bottles and packaging of the bottles in various configurations for shipment.

We do not have significant investments in distillation, bottling or other production facilities or equipment. Instead, we have entered into relationships with several companies to provide those services to us. We believe that these types of arrangements allow us to avoid committing significant amounts of capital to fixed assets and permit us to have the flexibility to meet growing sales levels by dealing with companies whose capacity significantly exceeds our current needs. These relationships vary on a brand-by-brand basis as discussed below. As part of our ongoing cost-containment efforts, we intend to continue to review each of our business relationships to determine if we can increase the efficiency of our operations.

Goslings rum and ginger beer

Goslings rums have been produced by the Gosling family in Hamilton, Bermuda for over 200 years and, under our distribution arrangements with Gosling's Export (Bermuda) Limited ("Gosling's Export"), they have retained the right to act as the sole supplier to GCP with respect to our Goslings rum requirements. Goslings sources its rums in the Caribbean and transports them to Bermuda where they are blended according to proprietary recipes. The rums are then sent to a plant, owned and operated by a third party, in the United States, where they are bottled, packaged, stored and shipped to our third-party warehouse. We believe that Gosling's Export's blending and storage facilities in Bermuda will accommodate our projected supply needs for the foreseeable future. We believe our third-party U.S. bottler has ample capacity to meet our projected bottling needs for the foreseeable future. See "Strategic brand-partner relationships."

Our Goslings Stormy Ginger Beer is produced, canned and/or bottled by third-party soft-drink bottlers and canners to Goslings' formula and requirements. We believe these bottlers and canners have ample capacity to meet our projected supply needs for the foreseeable future.

Knappogue Castle and Clontarf Irish whiskeys

In 2012, we entered into two long-term supply agreements with Irish Distillers Limited ("IDL"), a subsidiary of Pernod Ricard, under which it has agreed to supply us with the aged single malt and grain whiskeys used in our Knappogue Castle whiskey products and all of our Clontarf Irish whiskey products. The first supply agreement provides for the production of blended Irish whiskeys for us until the contract is terminated by either party in accordance with the terms of the agreement. IDL may terminate the contract if it provides at least six years prior notice, except for breach. Under this agreement, we provide IDL with a forecast of the estimated amount of liters of pure alcohol we require for the next four fiscal contract years and agree to purchase that amount, subject to certain annual adjustments. The second supply agreement provides for the production of single malt Irish whiskeys for us until the contract is terminated by either party in accordance with the terms of the agreement. IDL may terminate the contract if it provides at least thirteen years prior notice, except for breach. Under this agreement, we provide IDL with a forecast of the estimated amount of liters of pure alcohol we require for the next twelve fiscal contract years and agree to purchase that amount, subject to certain annual adjustments. We are not obligated to pay for any product not yet received. The whiskeys are then sent to Terra Limited ("Terra") in Baileyboro, Ireland, where they are bottled in bottles we designed and packaged for shipment. We believe that Terra, which also acts as bottler for certain of our Boru vodka and as producer and bottler of our Brady's Irish Cream (and as bottler for Celtic Honey, which is supplied to us by one of Terra's affiliates), has sufficient bottling capacity to meet our current needs, and both Terra and IDL have the capacity to meet our projected supply needs for the foreseeable future.

Terra provides intake, storage, sampling, testing, filtering, filling, capping and labeling of bottles, case packing, warehousing and loading and inventory control for our Knappogue Castle and Clontarf Irish whiskeys at prices that are adjusted annually by mutual agreement based on changes in raw materials and consumer price indexes increases up to 3.5% per annum. This agreement also provides for maintenance of product specifications and minimum processing procedures, including compliance with applicable food and alcohol regulations and maintenance, storage and stock control of all raw products and finished products delivered to Terra. Terra holds all alcohol on its premises under its customs and excise bond. Our bottling and services agreement with Terra will expire on June 30, 2017. We expect to continue to operate under the terms of the expiring contract as we negotiate a new agreement with Terra. We believe we could obtain alternative sources of bottling and services if we are unable to renew the existing Terra contract.

Jefferson's whiskeys

Our Jefferson's whiskey portfolio is bottled for us by Luxco, Inc. ("Luxco"), in Cleveland, OH, from our stocks of aged bourbon and rye. Bourbon has been in short supply in the U.S. in recent years, and we continue to actively seek alternate sourcing for future supply. We have acquired stocks of aged bourbon, which we anticipate will supply our currently forecasted needs for the Jefferson's brand, although there is no assurance we can source adequate amounts of bourbon or rye, if demand is greater than expected, at satisfactory prices.

We are parties to a supply agreement with a bourbon distiller, which provides for the production of newly distilled bourbon whiskey through June 30, 2026. Under this agreement, the distiller provides us with an agreed upon amount of original proof gallons of newly distilled bourbon whiskey, subject to certain annual adjustments. We are not obligated to pay the distiller for any product not yet received. Also, if the distiller has excess inventory in any year, we have the right, but not the obligation, to purchase such excess.

We have entered into another supply agreement with a bourbon distiller, which provided for the production of newly distilled bourbon whiskey through December 31, 2019. In March 2017, the distiller notified us that it would terminate this agreement effective on December 31, 2017. Under this agreement, the distiller provides us with an agreed upon amount of original proof gallons of newly distilled bourbon whiskey, subject to certain annual adjustments. We are not obligated to pay the distiller for any product not yet received. We believe we can obtain alternative sources of newly distilled bourbon following the termination of this agreement.

Boru vodka

We have a supply agreement with a leading European producer of grain neutral spirits to provide us with the distilled alcohol used in our Boru vodka. The supply agreement provides for the producer to produce natural spirit for us with specified levels of alcohol content pursuant to specifications set forth in the agreement and at specified prices through its expiration in December 2017, in quantities designated by us. We believe that the producer has sufficient distilling capacity to meet our needs for Boru vodka for the foreseeable future. In the event that we do not renew the production agreement, we believe that we will be able to obtain grain neutral spirits from another supplier.

The five-times distilled alcohol is delivered from the producer to the bottling premises at Terra, where it is filtered in several proprietary ways, and pure water is added to achieve the desired proof. Depending on the size of the bottle, Boru vodka is then either bottled at Terra or shipped in bulk to the U.S. and bottled at Luxco, where we bottle certain sizes for the U.S. market. We believe that both Terra and Luxco have sufficient bottling capacity to meet our current needs, and both have the capacity to meet our anticipated future supply needs. As described above, our bottling and services agreement with Terra will expire on June 30, 2017. We expect to continue to operate under the terms of the expiring contract as we negotiate a new agreement with Terra. We believe we could obtain alternative sources of bottling and services if we are unable to renew the existing Terra contract.

Brady's Irish Cream

Brady's Irish Cream is produced for us by Terra. Fresh cream is combined with Irish whiskey, grain neutral spirits and various flavorings to our specifications, and then bottled by Terra in bottles designed for us. We believe that Terra has the capacity to meet our foreseeable supply needs for this brand. As described above, our bottling and services agreement with Terra will expire on June 30, 2017. We expect to continue to operate under the terms of the expiring contract as we negotiate a new agreement with Terra. We believe we could obtain alternative sources of bottling and services if we are unable to renew the existing Terra contract.

Celtic Honey liqueur

Gaelic Heritage Corporation Limited, an affiliate of Terra, has a contractual right to act as the sole supplier to us of Celtic Honey. Gaelic Heritage mixes the ingredients comprising Celtic Honey using a proprietary formula and then Terra bottles it for them in bottles designed for us. We believe that the necessary ingredients are available to Gaelic Heritage in sufficient supply and that Terra's bottling capacity is currently adequate to meet our projected supply needs for the foreseeable future. See "Strategic brand-partner relationships."

Pallini liqueurs

Pallini SpA ("Pallini"), as successor in interest to I.L.A.R. S.p.A., an Italian company based in Rome and owned since 1875 by the Pallini family, produces Pallini Limoncello, Raspicello and Peachcello. Pallini bottles the liqueurs at its plant in Rome and ships them to us under our long-term exclusive U.S. marketing and distribution agreement. We believe that Pallini has adequate facilities to produce and bottle sufficient Limoncello, Peachcello and Raspicello to meet our projected supply needs for the foreseeable future. See "Strategic brand-partner relationships."

Gozio amaretto

We are the exclusive U.S. distributor for Gozio amaretto. Gozio amaretto is produced by Distillerie Franciacorta, a spirits company founded in 1901 and owned by the Gozio family. The company is located in Franciacorta, in the Italian Region of Lombardy. We believe that Distillerie Franciacorta has sufficient capacity to meet our projected supply needs for the foreseeable future for this brand.

Tierras tequila **s**

Tierras is being produced for us in Mexico by Autentica Tequilera S.A. de C.V. Autentica Tequilera currently sources organic agave from third-parties, and together with its affiliates is in the process of cultivating its own supply of organic agave. Autentica Tequilera distills and bottles the tequila at its facility in the Jalisco region of Mexico. Tierras is available as blanco, reposado and añejo. The blanco is unaged, the reposado is aged in oak barrels at the distillery for up to one year, and the añejo is aged in oak barrels at the distillery for at least one year. We believe that, given the ability of Autentica Tequilera to purchase organic agave and its anticipated cultivation of organic agave, Autentica Tequilera has sufficient capacity to meet our projected supply needs for the foreseeable future for this brand.

Arran Scotch Whiskies

We are the exclusive U.S. distributor for the Isle of Arran premium whisky portfolio, produced by the Isle of Arran Distillers. The Isle of Arran Distillers is an independent distiller of premium quality Single Malt Scotch whiskeys. Located in the village of Lochranza on the Isle of Arran, the distillery opened in 1995 and is the only whisky producer on the island. The Arran's portfolio includes the classic 10 Years Old, the new 18 Years Old as well as the official Robert Burns whiskeys, endorsed by the World Burns Federation, and the Machrie Moor whiskeys. We believe that the Isle of Arran Distillers has sufficient capacity to meet our projected supply needs for the foreseeable future for these brands.

Distribution network

We believe that the distribution network that we have developed with our sales team and our independent distributors and brokers is one of our strengths. We currently have distribution and brokerage relationships with third-party distributors in all 50 U.S. states, as well as distribution arrangements in approximately 20 other countries.

U.S. distribution

Background. Importers of beverage alcohol in the U.S. must sell their products through a three-tier distribution system. Typically, an imported brand is first sold to a U.S. importer, who then sells it to a network of distributors, or wholesalers, covering the U.S., in either "open" states or "control" states. In the 33 open states, the distributors are generally large, privately-held companies. In the 17 control states, the states themselves function as the distributor, and regulate suppliers such as us. The distributors and wholesalers in turn sell to individual retailers, such as liquor stores, restaurants, bars, supermarkets and other outlets licensed to sell beverage alcohol. In larger states such as New York, more than one distributor may handle a brand in separate geographical areas. In control states, importers sell their products directly to state liquor authorities, which distribute the products and either operate retail outlets or license the retail sales function to private companies, while maintaining strict control over pricing and profit.

The U.S. spirits industry has consolidated dramatically over the last ten years due to merger and acquisition activity. There are currently at least twelve major spirits companies, each of which own and operate their own importing businesses. All companies, including these large companies, are required by law to sell their products through wholesale distributors in the U.S. The major companies are exerting increasing influence over the regional distributors and as a result, it has become more difficult for smaller companies to get their products recognized by the distributors. We believe our established distribution network in all 50 states allows us to overcome a significant barrier to entry in the U.S. beverage alcohol market and enhances our attractiveness as a strategic partner for smaller companies lacking comparable distribution.

For fiscal 2017, our U.S. sales represented approximately 90.3% of our revenues, and we expect them to remain relatively consistent as a percentage of our total sales in the near future. See note 16 to our accompanying consolidated financial statements.

Importation. We currently hold the federal importer and wholesaler license required by the Alcohol and Tobacco Tax and Trade Bureau of the U.S. Treasury Department, and the requisite state license in all 50 states and the District of Columbia.

Our inventory is strategically maintained in large bonded warehouses and shipped nationally by an extensive network of licensed and bonded carriers.

Wholesalers and distributors. In the U.S., we are required by law to use state-licensed distributors or, in the control states, state-owned agencies performing this function, to sell our brands to retail outlets. As a result, we depend on distributors for sales, for product placement and for retail store penetration. We currently have no distribution agreements or minimum sales requirements with any of our U.S. alcohol distributors, and they are under no obligation to place our products or market our brands. All of the distributors also distribute our competitors' products and brands. As a result, we must foster and maintain our relationships with our distributors. Through our internal sales team, we have established relationships for our brands with wholesale distributors in each state, and our products are currently sold in the U.S. by approximately 80 wholesale distributors, as well as by various state beverage alcohol control agencies.

International distribution

In our foreign markets, most countries permit sales directly from the brand owner to retail establishments, including liquor stores, chain stores, restaurants and pubs, without requiring that sales go through a wholesaler tier. In our international markets, we rely primarily on established spirits distributors in much the same way as we do in the U.S. We have engaged an international beverage alcohol broker to represent our brands in approximately twenty international markets. We use Terra and other bonded warehouses and logistic providers to handle the billing, inventory and shipping for us for some products in certain of our non-U.S. markets.

As in the U.S., the beverage alcohol industry has undergone consolidation internationally, with considerable realignment of brands and brand ownership. The number of major spirits companies internationally has been reduced significantly due to mergers and brand ownership consolidation. While there are still a substantial number of companies owning one or more brands, most business is now done by the twelve major companies, each of which owns and operates its own distribution company that distributes in the major international markets. These captive distribution companies focus primarily on the brands of the companies that own them.

Even though we do not utilize the direct route to market in our international operations, we do not believe that we are at a significant disadvantage, because the local importers/distributors typically have established relationships with the retail accounts and are able to provide extensive customer service, in store merchandising and on premise promotions. Also, even though we must compensate our wholesalers and distributors in each market in which we sell our brands, we are, as a result of using these distributors, still able to benefit from substantially lower infrastructure costs and centralized billing and collection.

Our primary international markets are Ireland, Great Britain, Northern Ireland, Germany, Canada, France, Finland, Norway, Sweden, Denmark and the Duty Free markets. We also have sales in other countries in continental Europe, Latin America, the Caribbean and Asia. For fiscal 2017, non-U.S. sales represented approximately 9.7% of our revenues. See note 16 to our accompanying consolidated financial statements.

Significant customers

Sales to one distributor, Southern Glazer's Wine and Spirits and related entities, accounted for approximately 36.6% of our consolidated revenues for fiscal 2017.

Our sales team

While we currently expect more rapid growth in the U.S., our primary market, international markets hold potential for future growth and are part of our global strategy.

We currently have a total sales force of 25 people, including five regional U.S. vice presidents who have significant industry experience with premium beverage alcohol brands.

Our sales personnel are engaged in the day-to-day management of our distributors, which includes setting quotas, coordinating promotional plans for our brands, maintaining adequate levels of stock, brand education and training and sales calls with distributor personnel. Our sales team also maintains relationships with key retail customers through independent sales calls. They also schedule promotional events, create local brand promotion plans, host in-store tastings where permitted and provide wait staff and bartender training and education for our brands.

Advertising, marketing and promotion

To build our brands, we must effectively communicate with three distinct audiences: our distributors, the retail trade and the end consumer. Advertising, marketing and promotional activities help to establish and reinforce the image of our brands in our efforts to build substantial brand value. We believe our execution of disciplined and strategic branding and marketing campaigns will continue to drive our future sales.

We employ full-time, in-house marketing, sales and customer service personnel who work together with third party design and advertising firms to maintain a high degree of focus on each of our product categories and build brand awareness through innovative marketing activities. We use a range of marketing strategies and tactics to build brand equity and increase sales, including consumer and trade advertising, price promotions, point-of-sale materials, event sponsorship, in-store and on-premise promotions and public relations, as well as a variety of other traditional and non-traditional marketing techniques, including social media marketing, to support our brands.

Besides traditional advertising, we also employ three other marketing methods to support our brands: public relations, event sponsorships and tastings. Our significant U.S. public relations efforts have helped gain editorial coverage for our brands, which increases brand awareness. Event sponsorship is an economical way for us to have influential consumers taste our brands. We actively contribute product to trend-setting events where our brand has exclusivity in the brand category. We also conduct hundreds of in-store and on-premise promotions each year.

We support our brand marketing efforts with an assortment of point-of-sale materials. The combination of trade and consumer programs, supported by attractive point-of-sale materials, also establishes greater credibility for us with our distributors and retailers.

Strategic brand-partner relationships

We forge strategic relationships with emerging and established spirits brand owners seeking opportunities to increase their sales beyond their home markets and achieve global growth. This ability is a key component of our growth strategy and one of our competitive strengths. Our original relationship with the Boru vodka brand was as its exclusive U.S. distributor. To date, we have also established strategic relationships for Goslings rums, Pallini liqueurs, Celtic Honey liqueur, the Arran Scotch Whiskies, Tierras tequilas and Gozio amaretto, as described below, and we intend to seek to expand our brand portfolio through similar future arrangements.

Gosling-Castle Partners Inc./Goslings rums and ginger beer

In 2005, we entered into an exclusive national distribution agreement with Gosling's Export for the Goslings rum products. We subsequently purchased a 60% controlling interest in GCP, a strategic export venture with the Gosling family. In March 2017, we purchased an additional 20.1% interest in GCP and, accordingly, we now own 80.1% of GCP. Pursuant to an export agreement entered into between Gosling's Export and GCP, Gosling's Export assigned to GCP all of Gosling's Export's interest in our distribution agreement with them. GCP holds the exclusive distribution rights for Goslings rum products and Goslings Stormy Ginger Beer on a worldwide basis (other than in Bermuda). The export agreement expires in April 2030, with ten-year renewal terms thereafter, subject to specific termination rights held by each party. Under the export agreement, in the event Gosling's Export decides to sell any or all of its trademarks (or other intellectual property rights) relating to the Goslings' products (other than Goslings Stormy Ginger Beer) during the term of the export agreement, GCP has a right of first refusal to purchase said trademark(s) (and intellectual property rights, if applicable) at the same price being offered by a bona fide third-party offerer. If GCP does not exercise its right of first refusal, then we have an identical right of first refusal. In the event Gosling's Export decides to sell any or all of its products (other than Goslings Stormy Ginger Beer) and/or trademark(s) (other than Goslings Stormy Ginger Beer), whether sold to an affiliate, a third party, GCP or us, GCP is entitled to share in the proceeds of such sale, according to a schedule specified in the export agreement. Also, in the event Gosling's Export should decide to sell Goslings Stormy Ginger Beer or trademarks relating to Goslings Stormy Ginger Beer, whether sold to an affiliate, a third party, GCP or us, then, Gosling's Export agrees to share with GCP an amount equal to a certain percentage of the proceeds of any such sale as specified in the export agreement. The Goslings, through Gosling Brothers Limited, have the right to act as the sole supplier to GCP for our Goslings rum requirements. Polar Corp., the exclusive U.S. manufacturer of the ginger beer, is authorized to purchase product from GCP to sell directly on a non-exclusive basis to its existing customers that are grocery supermarket chains, drug store chains or convenience store chains located in New England and New York through direct store delivery or approved wholesalers, and on a limited basis to sell to

liquor stores in New England that are its existing clients. See *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations-Recent Developments* for additional information regarding the March 2017 Goslings share acquisition.

Pallini SpA/Pallini liqueurs

We have an exclusive marketing and distribution agreement with Pallini under which we distribute Pallini Limoncello, Peachcello and Raspicello liqueurs in the U.S. We began shipping these products in September 2005.

Our agreement with Pallini expires on March 31, 2021, subject to successive five-year renewals unless either party delivers a notice of non-renewal six months prior to the end of the term. Under the agreement, if minimum shipment targets are not achieved and not cured, Pallini has the right to terminate the agreement without payment of termination fees to us. However, if such targets are met, we have the right under the agreement to receive certain termination payments and other payments upon the non-renewal of the agreement, certain terminations of the agreement or the sale of the brand. The exclusive territory under the agreement is the 50 states of the U.S. and the District of Columbia.

Autentica Tequilera S.A. de C.V./Tierras tequilas

In February 2008, we entered into an importation and marketing agreement with Autentica Tequilera S.A. de C.V., under which we became the exclusive U.S. importer of Tierras. In February 2013, the agreement renewed for an additional five years in accordance with its terms. During the term, we have the right to purchase tequila at stipulated prices. Autentica Tequilera must maintain certain standards for its products, and we have input into the product and packaging. We are required to prepare periodic reports detailing the development of the brand's sales. Under this agreement, we have rights of first refusal for any new market for Tierras (except Mexico), and any new Autentica Tequilera products in any market (except Mexico). We also have a right of first refusal on any sale of the Tierras brand, and a right to acquire up to 35% of the economic benefit of any such sale with a third-party based upon the achievement of certain cumulative sales targets.

Gozio amaretto

In November 2011, we entered into an exclusive distribution agreement with Distillerie Franciacorta S.p.A. under which we are the exclusive distributor of Gozio amaretto in the U.S. The agreement had an initial five-year term, and has automatic five-year renewals unless either party delivers a notice of non-renewal six months prior to the end of the term. During the term, we have the right to purchase Gozio amaretto at stipulated prices and Distillerie Franciacorta Spa must maintain certain standards for its products. We are required to prepare periodic reports detailing the development of the brand's sales and prepare annual strategic marketing and growth plans.

Arran Scotch Whiskies

In February 2017, we entered into an exclusive distribution agreement with the Isle of Arran Distillers under which we are the exclusive distributors for The Arran Malt Single Malt Scotch Whiskies, the Robert Burns Single Malt Scotch Whisky and Blended Scotch Whisky and the Machrie Moor whiskeys in the U.S. market. The agreement has an initial term expiring on March 31, 2022, and has automatic five-year renewals upon our achieving certain minimum purchase requirements. During the term, we have the right to purchase Isle of Arran, Robert Burns and Machrie Moor products at stipulated prices and Isle of Arran must maintain certain standards for its products. We are required to prepare periodic reports detailing the development of the brand's sales and prepare annual strategic marketing and growth plans.

Intellectual property

Trademarks are an important aspect of our business. We sell our products under a number of trademarks, which we own or use under license. Our brands are protected by trademark registrations or are the subject of pending applications for trademark registration in the U.S., the European Union and most other countries where we distribute, or plan to distribute, our brands. The trademarks may be registered in the names of our subsidiaries and related companies. Generally, the term of a trademark registration varies from country to country, and, in the U.S., trademark registrations need to be renewed every ten years. We expect to register our trademarks in additional markets as we expand our distribution territories.

We have entered into distribution agreements for brands owned by third parties, such as the Goslings rums, the Pallini liqueurs, Isle of Arran whiskeys, Tierras tequilas and Gozio amaretto. The Goslings rum brands, Pallini liqueurs, Isle of Arran and Robert Burns Scotch whiskeys and Gozio amaretto are registered by their respective owners and we have the exclusive right to distribute the Goslings rums on a worldwide basis (other than in Bermuda) and the Pallini liqueur brands, Isle of Arran, Robert Burns and Machrie Moor Scotch whiskeys and Gozio amaretto in the U.S. Goslings also has a trademark for their signature rum cocktail, Dark 'n Stormy. Autentica Tequiliera holds the registered U.S. trademark for Tequila Tierras Autenticas de Jalisco and its distinctive label. See "Strategic brand-partner relationships."

Seasonality

Our industry is subject to seasonality with seasonal holiday buying typically generating peak retail sales in the fourth calendar quarter (our third fiscal quarter). Historically, this holiday demand typically resulted in slightly higher sales for us in our third and/or fourth fiscal quarters.

Competition

The beverage alcohol industry is highly competitive. We believe that we compete on the basis of quality, price, brand recognition and distribution strength. Our premium brands compete with other alcoholic and nonalcoholic beverages for consumer purchases, retail shelf space, restaurant presence and wholesaler attention. We compete with numerous multinational producers and distributors of beverage alcohol products, many of which have greater resources than us.

Over the past ten years, the U.S. wine and spirits industry has undergone dramatic consolidation and realignment of brands and brand ownership. The number of major importers in the U.S. has declined significantly. Today there are at least twelve major companies: Diageo PLC, Pernod Ricard S.A., Bacardi Limited, Brown-Forman Corporation, Beam Suntory Inc., Davide Campari Milano-S.p.A., Remy Cointreau S.A., LVMH Moët Hennessy Louis Vuitton S.A, Constellation Brands, Inc., Proximo Spirits, Sazerac Company, Inc., Heaven Hill Brands and William Grant & Sons Distillers, Ltd.

We believe that we are sometimes in a better position to partner with small to mid-size brands than the major importers. Despite our relative capital position and resources, we have been able to compete with these larger companies in pursuing agency distribution agreements and acquiring brands by being more responsive to private and family-owned brands, offering flexible transaction structures and providing brand owners the option to retain local production and "home" market sales. Given our size relative to our major competitors, most of which have multi-billion dollar operations, we believe that we can provide greater focus on smaller brands and tailor transaction structures based on individual brand owner preferences. However, our relative capital position and resources may limit our marketing capabilities, limit our ability to expand into new markets and limit our negotiating ability with our distributors.

By focusing on the premium and super-premium segments of the market, which typically have higher margins, and having an established, experienced sales force, we believe we are able to gain relatively significant attention from our distributors for a company of our size. Our U.S. regional vice presidents provide long-standing relationships with distributor personnel and with their major customers. Finally, the continued consolidation among the major companies is expected to create an opportunity for small to mid-size wine and spirits companies, such as ourselves, as the major companies contract their portfolios to focus on fewer brands.

Government regulation

We are subject to the jurisdiction of the Federal Alcohol Administration Act, U.S. Customs Laws, Internal Revenue Code of 1986, and the Alcoholic Beverage Control Laws of all fifty states.

The U.S. Treasury Department's Alcohol and Tobacco Tax and Trade Bureau regulates the production, blending, bottling, sales and advertising and transportation of alcohol products. Also, each state regulates the advertising, promotion, transportation, sale and distribution of alcohol products within its jurisdiction. We are also required to conduct business in the U.S. only with holders of licenses to import, warehouse, transport, distribute and sell spirits.

In Europe, we are subject to similar regulations related to the production of spirits.

We are subject to U.S. and European regulations on the advertising, marketing and sale of beverage alcohol. These regulations range from a complete prohibition of the marketing of alcohol in some countries to restrictions on the advertising style, media and messages used.

Labeling of spirits is also regulated in many markets, varying from health warning labels to importer identification, alcohol strength and other consumer information. All beverage alcohol products sold in the U.S. must include warning statements related to risks of drinking beverage alcohol products.

We are also subject to certain regulatory requirements regarding minimum aging of spirits.

In the U.S. control states, the state liquor commissions act in place of distributors and decide which products are to be purchased and offered for sale in their respective states. Products are selected for purchase and sale through listing procedures which are generally made available to new products only at periodically scheduled listing interviews. Consumers may purchase products not selected for listings only through special orders, if at all.

The distribution of alcohol-based beverages is also subject to extensive federal and state taxation in the U.S. and internationally. Most foreign countries in which we do business impose excise duties on distilled spirits, although the form of such taxation varies from a simple application on units of alcohol by volume to intricate systems based on the imported or wholesale value of the product. Several countries impose additional import duty on distilled spirits, often discriminating between categories in the rate of such tariffs. Import and excise duties may have a significant effect on our sales, both through reducing the consumption of alcohol and through encouraging consumer switching into lower-taxed categories of alcohol.

We believe that we are in material compliance with applicable federal, state and other regulations. However, we operate in a highly regulated industry which may be subject to more stringent interpretations of existing regulations. Future compliance costs due to regulatory changes could be significant.

Since we import distilled spirits products produced primarily outside the U.S., adverse effects of regulatory changes are more likely to materially affect earnings and our competitive market position rather than capital expenditures. Capital expenditures in our industry are normally associated with either production facilities or brand acquisition costs. Because we are not a U.S. producer, changes in regulations affecting production facility operations may indirectly affect the costs of the brands we purchase for resale, but we would not anticipate any resulting material adverse impact upon our capital expenditures.

Global conglomerates with international brands dominate our industry. The adoption of more restrictive marketing and sales regulations or increased excise taxes and customs duties could materially adversely affect our earnings and competitive industry position. Large international conglomerates have greater financial resources than we do and would be better able to absorb increased compliance costs.

Employees

As of March 31, 2017, we had 55 employees, 37 of which were in sales and marketing and 18 of which were in management, finance and administration. As of March 31, 2017, 51 of our employees were located in the U.S. and four were located in Ireland.

Geographic Information

We operate in one business — premium beverage alcohol. Our product categories are rum and related products, whiskey, liqueurs, vodka and tequila. We report our operations in two geographical areas: International and U.S. See note 16 to our accompanying consolidated financial statements.

Corporate Information

We are a Florida corporation, which was incorporated in 2009. We are the successor to a Delaware corporation, which was incorporated in Delaware in 2003.

Available Information

Our corporate filings, including our annual reports on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K, our proxy statements and reports filed by our officers and directors under Section 16(a) of the Exchange Act and any amendments to those filings, are available, free of charge, on our investor website, http://investor.castlebrandsinc.com , as soon as reasonably practicable after we or our officers and directors electronically file or furnish such material with the SEC. You may also find our code of business conduct, nominating and corporate governance committee charter and audit committee charter on our website. We do not intend for information contained in our website, or those of our subsidiaries, to be a part of this annual report on Form 10-K. Shareholders may request paper copies of these filings and corporate governance documents, without charge, by written request to Castle Brands Inc., 122 East 42nd St., Suite 5000, New York, NY 10168, Attn: Investor Relations.

Also, you may read and copy any materials we file with the Securities and Exchange Commission, or SEC, at the SEC's Public Reference Room at 100 F Street, NE., Washington, DC 20549, on official business days during the hours of 10a.m. to 3p.m. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site (http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

Item 1A. Risk Factors

Risks Relating To Our Business

We have never been profitable, and believe we will continue to incur net losses for the foreseeable future.

We have incurred losses since our inception, including a net loss attributable to common shareholders of $0.9 million for fiscal 2017, and had an accumulated loss of $148.2 million as of March 31, 2017. We believe that we will continue to incur consolidated net losses as we expect to make continued significant investment in product development and sales and marketing and to incur significant administrative expenses as we seek to grow our brands. We also anticipate that our cash needs will exceed our income from sales for the near future. Some of our products may never achieve widespread market acceptance and may not generate sales and profits to justify our investment. Also, we may find that our expansion plans are more costly than we anticipate and that they do not ultimately result in commensurate increases in our sales, which would further increase our losses. We expect we will continue to experience losses and negative cash flow from operations, some of which could be significant. Results of operations will depend upon numerous factors, some of which are beyond our control, including market acceptance of our products, new product introductions and competition. We incur substantial operating expenses at the corporate level, including costs directly related to being an SEC reporting company.

Worldwide and domestic economic trends and financial market conditions could adversely impact our financial performance.

The worldwide and domestic economies have experienced adverse conditions and may be subject to future deterioration. We are subject to risks associated with these adverse conditions, including economic slowdown and the disruption, volatility and tightening of credit and capital markets.

This global economic situation could adversely impact our major suppliers, distributors and retailers. The inability of suppliers, distributors or retailers to conduct business or to access liquidity could impact our ability to distribute our products.

There can be no assurance that market conditions will not deteriorate in the near future. A prolonged downturn, worsening or broadening of the adverse conditions in the worldwide and domestic economies could affect consumer spending patterns and purchases of our products, and create or exacerbate credit issues, cash flow issues and other financial hardships for us and for our suppliers, distributors, retailers and consumers. Depending upon their severity and duration, these conditions could have a material adverse impact on our business, liquidity, financial condition and results of operations.

We may require additional capital, which we may not be able to obtain on acceptable terms, or at all. Our inability to raise such capital, as needed, on beneficial terms or at all could restrict our future growth and severely limit our operations.

We have limited capital compared to other companies in our industry. This may limit our operations and growth, including our ability to continue to develop existing brands, service our debt obligations, maintain adequate inventory levels, fund potential acquisitions of new brands, penetrate new markets, attract new customers and enter into new distribution relationships. If we have not generated sufficient cash from operations to finance additional capital needs, we will need to raise additional funds through private or public equity and/or debt financing. We cannot assure you that, if and when needed, additional financing will be available to us on acceptable terms or at all. If additional capital is needed and either unavailable or cost prohibitive, our operations and growth may be limited as we may need to change our business strategy to slow the rate of, or eliminate, our expansion or reduce or curtail our operations. Also, any additional financing we undertake could impose covenants upon us that restrict our operating flexibility, and, if we issue equity securities to raise capital our existing shareholders may experience dilution and the new securities may have rights, preferences and privileges senior to those of our common stock.

If our brands do not achieve more widespread consumer acceptance, our growth may be limited.

Most of our brands are early in their growth cycle and have not achieved extensive brand recognition. Also, brands we may acquire in the future are unlikely to have established extensive brand recognition. Accordingly, if consumers do not accept our brands, we will not be able to penetrate our markets and our growth may be limited.

We depend on a limited number of suppliers. Failure to obtain satisfactory performance from our suppliers or loss of our existing suppliers could cause us to lose sales, incur additional costs and lose credibility in the marketplace. We also have annual purchase obligations with certain suppliers.

We depend on a limited number of third-party suppliers for the sourcing of all of our products, including both our own proprietary brands and those we distribute for others. These suppliers consist of third-party distillers, bottlers and producers in the U.S., Bermuda, the Caribbean and Europe. We rely on the owners of Goslings rum, Pallini liqueurs, Isle of Arran whiskeys, Gozio amaretto and Tierras tequila to produce their brands for us. For our proprietary products, we may rely on a single supplier to fulfill one or all of the manufacturing functions for a brand. For instance, IDL is the sole provider of our single malt, blended and grain Irish whiskeys. We do not have long-term written agreements with all of our suppliers. We do not currently have a long-term source for supply of aged rye and there can be no assurance we can source adequate amounts of aged bourbon or rye at satisfactory prices, or at all. Also, if we fail to complete purchases of products ordered annually, certain suppliers have the right to bill us for product not purchased during the period. The termination of our written or oral agreements or an adverse change in the terms of these agreements could have a negative impact on our business. If our suppliers increase their prices, we may not have alternative sources of supply and may not be able to raise the prices of our products to cover all or even a portion of the increased costs. Also, our suppliers' failure to perform satisfactorily or handle increased orders, delays in shipments of products from suppliers or the loss of our existing suppliers, especially our key suppliers, could cause us to fail to meet orders for our products, lose sales, incur additional costs and/or expose us to product quality issues. In turn, this could cause us to lose credibility in the marketplace and damage our relationships with distributors, ultimately leading to a decline in our business and results of operations. If we are not able to renegotiate these contracts on acceptable terms or find suitable alternatives, our business could be negatively impacted.

We depend on our independent wholesale distributors to distribute our products. The failure or inability of even a few of our distributors to adequately distribute our products within their territories could harm our sales and result in a decline in our results of operations.

We are required by law to use state licensed distributors or, in 17 states known as "control states," state-owned agencies performing this function, to sell our products to retail outlets, including liquor stores, bars, restaurants and national chains in the U.S. We have established relationships for our brands with wholesale distributors in each state; however, failure to maintain those relationships could significantly and adversely affect our business, sales and growth. Over the past decade there has been increasing consolidation, both intrastate and interstate, among distributors. As a result, many states now have only two or three significant distributors. Also, there are several distributors that now control distribution for several states. For the fiscal year ended March 31, 2017, sales to one distributor accounted for 36.6% of revenues. For the fiscal year ended March 31, 2016, sales to this same distributor accounted for 31.4% of revenues. As a result, if we fail to maintain good relations with a distributor, our products could in some instances be frozen out of one or more markets entirely. The ultimate success of our products also depends in large part on our distributors' ability and desire to distribute our products to our desired U.S. target markets, as we rely significantly on them for product placement and retail store penetration. We have no formal distribution agreements or minimum sales requirements with any of our distributors and they are under no obligation to place our products or market our brands. Moreover, all of them also distribute competitive brands and product lines. We cannot assure you that our U.S. alcohol distributors will continue to purchase our products, commit sufficient time and resources to promote and market our brands and product lines or that they can or will sell them to our desired or targeted markets. If they do not, our sales will be harmed, resulting in a decline in our results of operations.

While most of our international markets do not require the use of independent distributors by law, we have chosen to conduct our sales through distributors in all of our markets and, accordingly, we face similar risks to those set forth above with respect to our international distribution. Some of these international markets may have only a limited number of viable distributors.

We must maintain a relatively large inventory of our products, including aging bourbon, to support customer delivery requirements, and if this inventory is lost due to theft, fire or other damage or becomes obsolete, our results of operations would be negatively impacted.

We must maintain relatively large inventories to meet customer delivery requirements for our products. In particular, we must maintain sufficient supplies of aging bourbon to support the Jefferson's bourbons. We are always at risk of loss of that inventory due to theft, fire or other damage, and any such loss, whether insured against or not, could cause us to fail to meet our orders and harm our sales and operating results. Also, our inventory may become obsolete as we introduce new products, cease to produce old products or modify the design of our products' packaging, which would increase our operating losses and negatively impact our results of operations.

If we are unable to identify and successfully acquire additional brands that are complementary to our existing portfolio, our growth could be limited, and, even if additional brands are acquired, we may not realize planned benefits due to integration difficulties or other operating issues.

A component of our growth strategy is the acquisition of additional brands that are complementary to our existing portfolio through acquisitions of such brands or their corporate owners, directly or through mergers, joint ventures, long-term exclusive distribution arrangements and/or other strategic relationships. If we are unable to identify suitable brand candidates and successfully execute our acquisition strategy, our growth could be limited. Also, even if we are successful in acquiring additional brands, we may not be able to achieve or maintain profitability levels that justify our investment in, or realize operating and economic efficiencies or other planned benefits with respect to, those additional brands. The addition of new products or businesses entails numerous risks with respect to integration and other operating issues, any of which could have a detrimental effect on our results of operations and/or the value of our equity. These risks include:

- difficulties in assimilating acquired operations or products;
- unanticipated costs that could materially adversely affect our results of operations;
- negative effects on reported results of operations from acquisition related charges and amortization of acquired intangibles;
- diversion of management's attention from other business concerns;
- adverse effects on existing business relationships with suppliers, distributors and retail customers;
- risks of entering new markets or markets in which we have limited prior experience; and
- the potential inability to retain and motivate key employees of acquired businesses.

Also, there are special risks associated with the acquisition of additional brands through joint venture arrangements. We may not have a majority interest in, or control of, future joint ventures in which we may enter. There is, therefore, risk that our joint venture partners may at any time have economic, business or legal interests or goals that are inconsistent with our interests or goals or those of the joint venture. There is also risk that our current or future joint venture partners may be unable to meet their economic or other obligations and that we may be required to fulfill those obligations alone.

Our ability to grow through the acquisition of additional brands will also be dependent upon the availability of capital to complete the necessary acquisition arrangements. We intend to finance our brand acquisitions through a combination of our available cash resources, third -party financing and, in appropriate circumstances, the further issuance of equity and/or debt securities; however, our ability to finance such acquisitions may be limited by the terms of our other equity and/or debt securities. Acquiring additional brands could have a significant effect on our financial position, and could cause substantial fluctuations in our quarterly and yearly operating results. Also, acquisitions could result in the recording of significant goodwill and intangible assets on our financial statements, the amortization or impairment of which would reduce reported earnings in subsequent years.

Currency exchange rate fluctuations and devaluations may have a significant adverse effect on our revenues, sales, costs of goods and overall financial results.

For fiscal 2017, non-U.S. operations accounted for approximately 9.7% of our revenues. Therefore, gains and losses on the conversion of foreign payments into U.S. dollars could cause fluctuations in our results of operations, and fluctuating exchange rates could cause reduced revenues and/or gross margins from non-U.S. dollar-denominated international sales and inventory purchases. Also, for fiscal 2017, Euro denominated sales accounted for approximately 6.1% of our total revenue, so a substantial change in the rate of exchange between the U.S. dollar and the Euro could have a significant adverse effect on our financial results. Our ability to acquire spirits and produce and sell our products at favorable prices will also depend in part on the relative strength of the U.S. dollar. We do not currently hedge against these risks.

We have identified a material weakness in our internal control over financial reporting, and our business and stock price may be adversely affected if we do not adequately address this weakness or if we have other material weaknesses or significant deficiencies in our internal control over financial reporting.

Our management is responsible for establishing and maintaining adequate internal control over our financial reporting, as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended. As disclosed in Item 9A of this annual report, management identified a material weakness in our internal control over financial reporting related to the allocation of excise taxes and freight costs to inventory. A material weakness is defined as a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. As a result of this material weakness, our management concluded that our internal control over financial reporting was not effective based on criteria set forth by the Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. We are actively engaged in implementing a remediation plan designed to address this material weakness. If our remedial measures are insufficient to address the material weakness, or if other material weaknesses or significant deficiencies in our internal control are discovered or occur in the future, it may result in untimely or inaccurate reporting of our financial condition or results of operations. Ineffective internal controls could cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock, limit our ability to access the capital markets in the future and require us to incur additional costs to improve our internal control systems and procedures.

A failure of one or more of our key information technology systems, networks, processes, associated sites or service providers, including as a result of evolving cyber security and other technological risks, could have a material adverse impact on our business.

We rely on information technology (IT) systems, networks, and services, including internet sites, data hosting and processing facilities and tools, hardware (including laptops and mobile devices), software and technical applications and platforms, some of which are managed, hosted, provided and/or used by third-parties or their vendors, to assist us in the management of our business. The various uses of these IT systems, networks, and services include, but are not limited to: hosting our internal network and communication systems; ordering and managing materials from suppliers; supply/demand planning; production; shipping product to customers; hosting our branded websites and marketing products to consumers; collecting and storing customer, consumer, employee, investor, and other data; processing transactions; summarizing and reporting results of operations; hosting, processing, and sharing confidential and proprietary research, business plans, and financial information; complying with regulatory, legal or tax requirements; providing data security; and handling other processes necessary to manage our business.

Increased IT security threats and more sophisticated cyber-crime pose a potential risk to the security of our IT systems, networks, and services, as well as the confidentiality, availability, and integrity of our data. If the IT systems, networks, or service providers we rely upon fail to function properly, or if we suffer a loss or disclosure of business or other sensitive information, due to any number of causes, ranging from catastrophic events to power outages to security breaches, and our business continuity plans do not effectively address these failures on a timely basis, we may suffer interruptions in our ability to manage operations and reputational, competitive and/or business harm, which may adversely affect our business operations and/or financial condition. In addition, such events could result in unauthorized disclosure of material confidential information, and we may suffer financial and reputational damage because of lost or misappropriated confidential information belonging to us or to our partners, our employees, customers, suppliers or consumers. In any of these events, we could also be required to spend significant financial and other resources to remedy the damage caused by a security breach or to repair or replace networks and IT systems. The trend toward public notifications of such incidents could exacerbate the harm to our business operations or financial condition.

Either our or our strategic partners' failure to protect our respective intellectual property rights could compromise our competitive position and decrease the value of our brand portfolio.

Our business and prospects depend in part on our, and with respect to our agency or joint venture brands, our strategic partners', ability to develop favorable consumer recognition of our brands and trademarks. Although both we and our strategic partners actively apply for intellectual property registrations of our brands and trademarks, they could be imitated in ways that we cannot prevent. Also, we rely on trade secrets and proprietary know-how, concepts and formulas. We cannot be certain that the steps taken to protect these intellectual property rights will be sufficient to protect these rights. Our business could be adversely affected by the material infringement of such intellectual property rights. We are also subject to risks and costs associated with the enforcement of our and our partners' intellectual property rights. Moreover, we may face claims of misappropriation or infringement of third parties' rights that could interfere with our use of this information. Defending these claims may be costly and, if unsuccessful, may prevent us from continuing to use this proprietary information in the future and result in a judgment or monetary damages being levied against us. We do not maintain non-competition agreements with all of our key personnel or with some of our key suppliers. If competitors independently develop or otherwise obtain access to our or our strategic partners' trade secrets, proprietary know-how or recipes, the appeal, and thus the value, of our brand portfolio could be reduced, negatively impacting our financial results and ability to develop our business.

Our failure to attract or retain key executive or employee talent could adversely affect our business.

Our success depends upon the efforts and abilities of our senior management team, other key employees, and a high-quality employee base, as well as our ability to attract, motivate, reward, and retain them. We do not maintain and do not intend to obtain key man insurance on the life of any executive or employee. Difficulties in hiring or retaining key executive or employee talent, or the unexpected loss of experienced employees could have an adverse impact on our business performance. In addition, we could experience business disruption and/or increased costs related to organizational changes, reductions in workforce, or other cost-cutting measures.

The sales of our products could decrease significantly if we cannot maintain listings in the control states.

In the control states, the state liquor commissions act in place of distributors and decide which products are to be purchased and offered for sale in their respective states. Products selected for listing must generally reach certain volumes and/or profit levels to maintain their listings. Products are selected for purchase and sale through listing procedures which are generally made available to new products only at periodically scheduled listing interviews. Products not selected for listings can only be purchased by consumers in the applicable control state through special orders, if at all. If, in the future, we are unable to maintain our current listings in the control states, or secure and maintain listings in those states for any additional products we may acquire, sales of our products could decrease significantly.

An impairment in the carrying value of goodwill or other acquired intangible assets could negatively affect our operating results and shareholders' equity.

The carrying value of goodwill represents the fair value of acquired businesses in excess of identifiable assets and liabilities as of the acquisition date, net of any cumulative impairments. The carrying value of other intangible assets represents the fair value of trademarks, trade names and other acquired intangible assets as of the acquisition date, net of impairments and accumulated amortization. Goodwill and other acquired intangible assets expected to contribute indefinitely to our cash flows are not amortized, but must be evaluated for impairment by our management at least annually. If carrying value exceeds current fair value as determined based on the discounted future cash flows of the related business, the intangible asset is considered impaired and is reduced to fair value via a non-cash charge to earnings. If the value of goodwill or other acquired intangible assets is impaired, our earnings and shareholders' equity could be adversely affected.

Risks Related to Our Industry

Demand for our products may be adversely affected by many factors, including changes in consumer preferences and trends.

Consumer preferences may shift due to a variety of factors including changes in demographic and social trends, public health initiatives, product innovations, changes in vacation or leisure activity patterns and a downturn in economic conditions, which may reduce consumers' willingness to purchase distilled spirits or cause a shift in consumer preferences toward beer, wine or non-alcoholic beverages. Our success depends in part on fulfilling available opportunities to meet consumer needs and anticipating changes in consumer preferences with successful new products and product innovations. The competitive position of our brands could also be affected adversely by any failure to achieve consistent, reliable quality in the product or in service levels to customers.

Our business performance is substantially dependent upon the continued growth of rum and whiskey sales.

A significant part of our business is based on rum and whiskey sales, which represented approximately 61.0% and 62.1% of our revenues for fiscal 2017 and 2016, respectively. Changes in consumer preferences regarding these categories of beverage alcohol products may have an adverse effect on our sales and financial condition. Given the importance of our rum and whiskey brands to our overall Company success, a significant or sustained decline in volume or selling price of these products would likely have a negative effect on our growth and our stock price. Additionally, should we not be successful in our efforts to maintain and increase the relevance of the brands in the minds of today's and tomorrow's consumer, our business and operating results could suffer.

We face substantial competition in our industry and many factors may prevent us from competing successfully.

We compete on the basis of product taste and quality, brand image, price, service and ability to innovate in response to consumer preferences. The global spirits industry is highly competitive and is dominated by several large, well-funded international companies. It is possible that our competitors may either respond to industry conditions or consumer trends more rapidly or effectively or resort to price competition to sustain market share, which could adversely affect our sales and profitability.

Adverse public opinion about alcohol could reduce demand for our products.

Anti-alcohol groups have, in the past, advocated successfully for more stringent labeling requirements, higher taxes and other regulations designed to discourage alcohol consumption. More restrictive regulations, negative publicity regarding alcohol consumption and/or changes in consumer perceptions of the relative healthfulness or safety of beverage alcohol could decrease sales and consumption of alcohol and thus the demand for our products. This could, in turn, significantly decrease both our revenues and our revenue growth, causing a decline in our results of operations.

Class action or other litigation relating to alcohol abuse or the misuse of alcohol could adversely affect our business.

Companies in the beverage alcohol industry are, from time to time, exposed to class action or other litigation relating to alcohol advertising, product liability, alcohol abuse problems or health consequences from the misuse of alcohol. It is also possible that governments could assert that the use of alcohol has significantly increased government funded health care costs. Litigation or assertions of this type have adversely affected companies in the tobacco industry, and it is possible that we, as well as our suppliers, could be named in litigation of this type.

Also, lawsuits have been brought in a number of states alleging that beverage alcohol manufacturers and marketers have improperly targeted underage consumers in their advertising. Plaintiffs in these cases allege that the defendants' advertisements, marketing and promotions violate the consumer protection or deceptive trade practices statutes in each of these states and seek repayment of the family funds expended by the underage consumers. While we have not been named in these lawsuits, we could be named in similar lawsuits in the future. Any class action or other litigation asserted against us could be expensive and time-consuming to defend against, depleting our cash and diverting our personnel resources and, if the plaintiffs in such actions were to prevail, our business could be harmed significantly.

Regulatory decisions and legal, regulatory and tax changes could limit our business activities, increase our operating costs and reduce our margins.

Our business is subject to extensive regulation in all of the countries in which we operate. This may include regulations regarding production, distribution, marketing, advertising and labeling of beverage alcohol products. We are required to comply with these regulations and to maintain various permits and licenses. We are also required to conduct business only with holders of licenses to import, warehouse, transport, distribute and sell beverage alcohol products. We cannot assure you that these and other governmental regulations applicable to our industry will not change or become more stringent. Moreover, because these laws and regulations are subject to interpretation, we may not be able to predict when and to what extent liability may arise. Additionally, due to increasing public concern over alcohol-related societal problems, including driving while intoxicated, underage drinking, alcoholism and health consequences from the abuse of alcohol, various levels of government may seek to impose additional restrictions or limits on advertising or other marketing activities promoting beverage alcohol products. Failure to comply with any of the current or future regulations and requirements relating to our industry and products could result in monetary penalties, suspension or even revocation of our licenses and permits. Costs of compliance with changes in regulations could be significant and could harm our business, as we could find it necessary to raise our prices in order to maintain profit margins, which could lower the demand for our products and reduce our sales and profit potential.

Also, the distribution of beverage alcohol products is subject to extensive taxation both in the U.S. and internationally (and, in the U.S., at both the federal and state government levels), and beverage alcohol products themselves are the subject of national import and excise duties in most countries around the world. An increase in taxation or in import or excise duties could also significantly harm our sales revenue and margins, both through the reduction of overall consumption and by encouraging consumers to switch to lower-taxed categories of beverage alcohol.

We could face product liability or other related liabilities that increase our costs of operations and harm our reputation.

Although we maintain liability insurance and will attempt to limit contractually our liability for damages arising from our products, these measures may not be sufficient for us to successfully avoid or limit liability. Our product liability insurance coverage is limited to $1.0 million per occurrence and $2.0 million in the aggregate and our general liability umbrella policy is capped at $10.0 million. Further, any contractual indemnification and insurance coverage we have from parties supplying our products is limited, as a practical matter, to the creditworthiness of the indemnifying party and the insured limits of any insurance provided by these suppliers. In any event, extensive product liability claims could be costly to defend and/or costly to resolve and could harm our reputation.

Contamination of our products and/or counterfeit or confusingly similar products could harm the image and integrity of, or decrease customer support for, our brands and decrease our sales.

The success of our brands depends upon the positive image that consumers have of them. Contamination, whether arising accidentally or through deliberate third-party action, or other events that harm the integrity or consumer support for our brands, could affect the demand for our products. Contaminants in raw materials purchased from third parties and used in the production of our products or defects in the distillation, fermentation or bottling processes could lead to low beverage quality as well as illness among, or injury to, consumers of our products and could result in reduced sales of the affected brand or all of our brands. We may also be required to recall products in the event of contamination or damage. Also, to the extent that third parties sell products that are either counterfeit versions of our brands or brands that look like our brands, consumers of our brands could confuse our products with products that they consider inferior. This could cause them to refrain from purchasing our brands in the future and in turn could impair our brand equity and adversely affect our sales and operations.

Risks Relating to Owning Our Stock

The price of our common stock may fluctuate significantly, and this may make it difficult for you to resell the shares of our stock at prices you find attractive.

The trading price of our common stock, as reported by the NYSE MKT, has ranged from a low of $0.65 to a high of $1.63 per share for the 52 week period ended March 31, 2017. We expect that the market price of our common stock will continue to fluctuate significantly.

The market price of our stock may fluctuate in response to numerous factors, many of which are beyond our control. These factors include:

- variations in quarterly operating results;
- general economic and business conditions;
- trading prices of similar securities;
- fluctuations in stock market prices and volume;
- our announcements of significant contracts, milestones or acquisitions;
- our relationships with other companies, including our suppliers and distributors;
- our ability to obtain needed capital;
- sales of common stock, conversion of securities convertible into common stock, exercise of options to purchase common stock or termination of stock transfer restrictions;
- changes in financial estimates by securities analysts;
- additions or departures of key personnel;
- the initiation or outcome of litigation or arbitration proceedings; and
- legislation or regulatory policies, practices or actions.

Any one of these factors could have an adverse effect on the market price of our common stock. Also, the stock market in recent years has experienced significant price and volume fluctuations that have materially affected the market prices of equity securities of many companies and that often have been unrelated to such companies' operating performance. These market fluctuations have adversely impacted the price of our common stock in the past and may do so in the future. Also, shareholders may initiate securities class action lawsuits if the market price of our stock drops significantly, which may cause us to incur substantial costs and divert our management's time and attention. These factors, among others, could significantly depress the price of our common stock.

We may not be able to maintain our listing on the NYSE MKT, which may limit the ability of our shareholders to sell their common stock.

If we do not meet the NYSE MKT continued listing criteria, we may be delisted and trading of our common stock could be conducted in the OTC Bulletin Board or the interdealer quotation systems of the OTC Markets Group Inc. In such case, a shareholder likely would find it more difficult to trade our common stock or to obtain accurate market quotations for it. If our common stock is delisted, it will become subject to the Securities and Exchange Commission's "penny stock rules," which impose sales practice requirements on broker-dealers that sell that common stock to persons other than established customers and "accredited investors." Application of this rule could make broker-dealers unable or unwilling to sell our common stock and limit the ability of shareholders to sell their common stock in the secondary market.

Our executive officers, directors and principal shareholders own a substantial percentage of our voting stock, which allows them to significantly influence matters requiring shareholder approval. They could make business decisions for us that cause our stock price to decline.

As of June 9, 2017, our executive officers, directors and principal shareholders beneficially owned approximately 41.8% of our common stock, including options that are exercisable within 60 days of the date of this annual report and assuming full exercise of such options and conversion of our 5% October 2013 convertible notes held by such persons. As a result, if they act in concert, they could significantly influence matters requiring approval by our shareholders, including the election of directors, and could have the ability to prevent or cause a corporate transaction, even if other shareholders oppose such action. This concentration of voting power could also have the effect of delaying, deterring, or preventing a change of control or other business combination, which could cause our stock price to decline.

Provisions in our articles of incorporation, our bylaws and Florida law could make it more difficult for a third party to acquire us, discourage a takeover and adversely affect existing shareholders.

Our articles of incorporation, our bylaws and the Florida Business Corporation Act contain provisions that may have the effect of making more difficult, delaying, or deterring attempts by others to obtain control of our company, even when these attempts may be in the best interests of our shareholders. These include provisions limiting the shareholders' powers to remove directors. Our articles of incorporation also authorize our board of directors, without shareholder approval, to issue one or more series of preferred stock, which could have voting and conversion rights that adversely affect or dilute the voting power of the holders of our common stock. Florida law also imposes conditions on certain "affiliated transactions" with "interested shareholders."

These provisions and others that could be adopted in the future could deter unsolicited takeovers or delay or prevent changes in our control or management, including transactions in which shareholders might otherwise receive a premium for their shares over then current market prices. These provisions may also limit the ability of shareholders to approve transactions that they may deem to be in their best interests.

Negative publicity could affect our stock price and business performance.

Unfavorable media related to our industry, company, brands, marketing, personnel, operations, business performance, or prospects could negatively affect our corporate reputation, stock price, ability to attract high quality talent, and/or the performance of our business, regardless of its accuracy or inaccuracy. Adverse publicity or negative commentary on social media outlets could cause consumers to avoid our brands and/or choose brands offered by our competitors, which could negatively affect our financial results.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 2. Properties

Our executive offices are located in New York, NY, where we lease approximately 5,000 square feet of office space under a lease that expires in February 2020. We also lease approximately 750 square feet of office space in Dublin, Ireland under a lease that expires in October 2019 and approximately 1,700 square feet of office space in Houston, TX under a lease that expires in June 2018.

Item 3. Legal Proceedings

We believe that neither we nor any of our wholly-owned subsidiaries is currently subject to litigation which, in the opinion of our management, is likely to have a material adverse effect on us.

We may, however, become involved in litigation from time to time relating to claims arising in the ordinary course of our business. These claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities

Price range of common stock

Our common stock trades on the NYSE MKT under the symbol "ROX." The following table sets forth the high and low sales prices for our common stock for the periods specified.

Fiscal 2017	**High**		**Low**	
First Quarter (April 1 — June 30, 2016)	$	1.08	$	0.70
Second Quarter (July 1 — September 30, 2016)	$	0.95	$	0.74
Third Quarter (October 1 — December 31, 2016)	$	0.88	$	0.65
Fourth Quarter (January 1 — March 31, 2017)	$	1.63	$	0.72
Fiscal 2016				
First Quarter (April 1 — June 30, 2015)	$	1.83	$	1.30
Second Quarter (July 1 — September 30, 2015)	$	1.45	$	1.03
Third Quarter (October 1 — December 31, 2015)	$	1.47	$	1.16
Fourth Quarter (January 1 — March 31, 2016)	$	1.25	$	0.78

Holders

At June 9, 2017, there were approximately 175 record holders of our common stock.

Dividend policy

We did not declare or pay any cash dividends in fiscal 2017 or 2016 and we do not intend to pay any cash dividends with respect to our common stock in the foreseeable future. We currently intend to retain any earnings for use in the operation of our business and to fund future growth. Any future determination to pay cash dividends will be at our board's discretion and will depend upon our financial condition, operating results, capital requirements and such other factors as our board deems relevant. Further, our ability to declare and pay cash dividends is restricted by certain covenants in our loan agreements.

Equity Compensation Plan Information

The following table sets forth information at March 31, 2017 regarding compensation plans under which our equity securities are authorized for issuance.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants, restricted stock and rights	Weighted-average exercise price of outstanding options, warrants, restricted stock and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by security holders	15,798,558	$ 0.78	11,711,000
Equity compensation plans not approved by security holders	-	-	-
Total	15,798,558	$ 0.78	11,711,000

Item 6. Selected Financial Data

The selected financial data set forth below is derived from our audited consolidated financial statements. You should read this selected financial data together with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the notes thereto included elsewhere in this annual report on Form 10-K:

	Years ended March 31,				
	2017	2016	2015	2014	2013
Consolidated statement of operations data					
(in thousands, except per share data):					
Sales, net (1)	$ 77,269	$ 72,220	$ 57,457	$ 48,140	$ 41,443
Gross profit	31,700	28,554	21,573	17,604	14,320
Selling expense	20,122	19,223	15,255	12,530	11,265
Operating income (loss) (2)	1,905	1,006	(1,078)	(1,320)	(4,402)
Income (loss) before item shown below	694	(256)	(2,195)	(3,170)	(5,259)
Net change in fair value of warrant liability	—	—	—	(5,392)	302
Income (loss) before provision for income taxes	694	(256)	(2,195)	(8,562)	(4,957)
Income tax (expense) benefit (3)	(188)	(1,451)	(1,279)	590	118
Net income (loss)	506	(1,707)	(3,474)	(7,972)	(4,839)
Net income attributable to noncontrolling interests	(1,359)	(810)	(326)	(935)	(610)
Net loss attributable to controlling interests	(853)	(2,517)	(3,800)	(8,907)	(5,449)
Dividends to preferred shareholders	—	—	—	(385)	(744)
Net loss attributable to common shareholders	$ (853)	$ (2,517)	$ (3,800)	$ (9,292)	$ (6,193)
Net loss per common share basic and diluted (4)	$ (0.01)	$ (0.02)	$ (0.02)	$ (0.08)	$ (0.06)
Weighted average shares outstanding basic and diluted	160,812	159,380	155,456	116,511	108,509

(1) Sales, net includes excise taxes of $7,646, $7,452, $6,754, $6,421 and $5,964, respectively, for fiscal 2017 - 2013.

(2) Operating loss for the year ended March 31, 2013 includes a $1,716 loss on wine assets.

(3) Consists of federal, state and local taxes attributable to GCP, which did not file a consolidated return.

(4) Per share computations were impacted positively by the increase in shares outstanding in each of the above years.

	As of March 31,				
	2017	2016	2015	2014	2013
Selected balance sheet data					
(in thousands):					
Cash and cash equivalents	$ 611	$ 1,431	$ 1,192	$ 909	$ 439
Working capital	31,171	27,854	24,167	17,575	12,454
Total assets	54,342	48,610	42,546	35,048	31,624
Total debt	34,920	13,975	12,789	7,575	9,298
Total liabilities	49,876	26,540	22,944	16,586	20,207
Total controlling shareholders' equity	1,987	18,906	17,058	16,224	10,134

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Our objective is to continue building Castle Brands into a profitable international spirits company, with a distinctive portfolio of premium and super premium spirits brands. To achieve this, we continue to seek to:

- ***focus on our more profitable brands and markets.*** We continue to focus our distribution efforts, sales expertise and targeted marketing activities on our more profitable brands and markets;

- ***grow organically.*** We believe that continued organic growth will enable us to achieve long-term profitability. We focus on brands that have profitable growth potential and staying power, such as our rums and whiskeys, sales of which have grown substantially in recent years;

- ***build consumer awareness.*** We use our existing assets, expertise and resources to build consumer awareness and market penetration for our brands;

- ***leverage our distribution network.*** Our established distribution network in all 50 U.S. states enables us to promote our brands nationally and makes us an attractive strategic partner for smaller companies seeking U.S. distribution; and

- ***selectively add new brand extensions and brands to our portfolio.*** We intend to continue to introduce new brand extensions and expressions. For example, we have leveraged our successful Jefferson's portfolio by introducing a number of brand extensions. Additionally, we recently added the Arran Scotch Whiskies to our portfolio as agency brands. We continue to explore strategic relationships, joint ventures and acquisitions to selectively expand our premium spirits portfolio. We expect that future acquisitions or agency relations, if any, would involve some combination of cash, debt and the issuance of our stock.

Recent Developments

On March 29, 2017, we entered into a Stock Purchase Agreement under which we acquired 201,000 shares (the "GCP Share Acquisition") of the common stock of Gosling-Castle Partners Inc., or GCP, representing a 20.1% equity interest in GCP. GCP is a strategic global export venture between Castle Brands and the Gosling family. As a result of the completion of the GCP Share Acquisition, our total equity interest in GCP increased to 80.1%. The consideration for the GCP Share Acquisition was (i) $20,000,000 in cash and (ii) 1,800,000 shares of our common stock, which shares are subject to an 18 month lockup covenant. As a result of the GCP Share Acquisition, GCP will file as part of our U.S. federal consolidated income tax group for periods subsequent to the acquisition.

In connection with the GCP Share Acquisition, we also entered into an Amended and Restated Distribution Agreement and an Export Agreement Amendment. Under the Amended and Restated Distribution Agreement, our subsidiary, Castle Brands (USA) Corp. ("CB-USA"), continues as the exclusive long-term importer and distributor of certain beverage products, including "Goslings Rum" and "Goslings Stormy Ginger Beer" (collectively, the "Distribution Products") throughout the United States, and such other markets as may be added by mutual consent of the parties (the "Distribution Territory"). The initial term of the Amended and Restated Distribution Agreement extends through March 31, 2030, with automatic ten-year renewal terms thereafter, subject to specific termination rights held by each party. The Amended and Restated Distribution Agreement automatically terminates upon the termination, for any reason, of the Export Agreement. CB-USA will purchase Distribution Products from GCP for distribution in the Distribution Territory at prices set forth in the Amended and Restated Distribution Agreement, as may be mutually changed by the parties. CB-USA is entitled to receive a net margin amount, certain reimbursement costs, and a specified fee to defray normal overhead costs, all as specified in the Amended and Restated Distribution Agreement. GCP will maintain primary responsibility and bear the costs for the overall marketing, advertising, and promotion of the Distribution Products. Also, CB-USA has a right of first refusal regarding the distribution of any other current or future rum or ginger beer products GCP currently maintains in, or adds to, its product line for sale in the Distribution Territory.

Under the Export Agreement Amendment, GCP maintains all global distribution rights (with the exception of Bermuda) during the term of the Export Agreement and continues as the exclusive authorized global exporter of certain beverage products (the "Export Products") in all national or international markets, except Bermuda. The Export Agreement Amendment, among other things, assigns to GCP global distribution and exporting rights to Goslings Stormy Ginger Beer and all other Goslings Ginger Beer products and extends the initial term of the Export Agreement from 15 to 25 years, through March 31, 2030, with ten-year renewal terms thereafter, subject to specific termination rights held by each party. Under the Export Agreement Amendment, in the event Gosling's Export decides to sell any or all of its trademarks (or other intellectual property rights) relating to the Export Products (other than Goslings Stormy Ginger Beer) during the term of the Export Agreement, GCP has a right of first refusal to purchase the trademark(s) (and intellectual property rights, if applicable) at the same price being offered by a bona fide third-party offeror. If GCP does not exercise its right of first refusal, then we will acquire an identical right of first refusal. In the event Gosling's Export decides to sell any or all of its Export Products and/or trademark(s), whether sold to an affiliate, a third party, GCP or us, GCP is entitled to share in the proceeds of such sale, as specified in the Export Agreement Amendment. A copy of the Amended and Restated Distribution Agreement and a Restated Export

Agreement are filed as exhibits to this annual report on Form 10-K. See Note

Operations overview

We generate revenue through the sale of our products to our network of wholesale distributors or, in control states, state-operated agencies, which, in turn, distribute our products to retail outlets. In the U.S., our sales price per case includes excise tax and import duties, which are also reflected as a corresponding increase in our cost of sales. Most of our international sales are sold "in bond", with the excise taxes paid by our customers upon shipment, thereby resulting in lower relative revenue as well as a lower relative cost of sales, although some of our United Kingdom sales are sold "tax paid", as in the U.S. The difference between sales and net sales principally reflects adjustments for various distributor incentives.

Our gross profit is determined by the prices at which we sell our products, our ability to control our cost of sales, the relative mix of our case sales by brand and geography and the impact of foreign currency fluctuations. Our cost of sales is principally driven by our cost of procurement, bottling and packaging, which differs by brand, as well as freight and warehousing costs. We purchase certain products, such as Goslings rums and ginger beer, Pallini liqueurs, Arran whiskies, Gozio amaretto and Tierras tequila, as finished goods. For other products, such as Jefferson's bourbons, we purchase the components, including the distilled spirits, bottles and packaging materials, and have arrangements with third parties for bottling and packaging. Our U.S. sales typically have a higher absolute gross margin than in other markets, as sales prices per case are generally higher in the U.S.

Selling expense principally includes advertising and marketing expenditures and compensation paid to our marketing and sales personnel. Our selling expense, as a percentage of sales and per case, is higher than that of our competitors because of our brand development costs, level of marketing expenditures and established sales force versus our relatively small base of case sales and sales volumes. However, we believe that maintaining an infrastructure capable of supporting future growth is the correct long-term approach for us.

While we expect the absolute level of selling expense to increase in the coming years, we expect selling expense as a percentage of revenues and on a per case basis to decline or remain constant, as our volumes expand and our sales team sells a larger number of brands.

General and administrative expense relates to corporate and administrative functions that support our operations and includes administrative payroll, occupancy and related expenses and professional services. We expect general and administrative expense in fiscal 2018 to be higher than fiscal 2017 due to costs associated with increased infrastructure to support our growth. However, we expect our general and administrative expense as a percentage of sales to decline due to economies of scale.

We expect to increase our case sales in the U.S. and internationally over the next several years through organic growth, and through the introduction of product line extensions, acquisitions and distribution agreements. We will seek to maintain liquidity and manage our working capital and overall capital resources during this period of anticipated growth to achieve our long-term objectives, although there is no assurance that we will be able to do so.

We continue to believe the following industry trends will create growth opportunities for us, including:

- the divestiture of smaller and emerging non-core brands by major spirits companies as they continue to consolidate;
- increased barriers to entry, particularly in the U.S., due to continued consolidation and the difficulty in establishing an extensive distribution network, such as the one we maintain; and
- the trend by small private and family-owned spirits brand owners to partner with, or be acquired by, a company with global distribution. We expect to be an attractive alternative to our larger competitors for these brand owners as one of the few modestly-sized publicly-traded spirits companies.

Our growth strategy is based upon growing existing brands, partnering with other brands and acquiring smaller and emerging brands. To identify potential partner and acquisition candidates we plan to rely on our management's industry experience and our extensive network of industry contacts. We also plan to maintain and grow our U.S. and international distribution channels so that we are more attractive to spirits companies who are looking for a route to market for their products. We expect to compete for foreign and small private and family-owned spirits brands by offering flexible and creative structures, which present an alternative to the larger spirits companies.

We intend to finance any future brand acquisitions through a combination of our available cash resources, third party financing and, in appropriate circumstances, the further issuance of equity and/or debt securities. Acquiring additional brands could have a significant effect on our financial position, and could cause substantial fluctuations in our quarterly and yearly operating results. Also, the pursuit of acquisitions and other new business relationships may require significant management attention. We may not be able to successfully identify attractive acquisition candidates, obtain financing on favorable terms or complete these types of transactions in a timely manner and on terms acceptable to us, if at all.

Financial performance overview

The following table provides information regarding our spirits case sales for the periods presented based on nine-liter equivalent cases, which is a standard spirits industry metric (table excludes related non-alcoholic beverage products):

	Year ended March 31,		
	2017	2016	2015
Cases			
United States	341,256	340,782	310,106
International	75,113	85,558	82,632
Total	416,369	426,340	392,738
Rum	180,914	180,698	171,189
Whiskey	109,223	109,990	84,713
Liqueur	93,201	91,010	89,369
Vodka	31,907	43,608	46,347
Tequila	1,124	1,034	1,106
Other spirits	—	—	14
Total	416,369	426,340	392,738
Percentage of Cases			
United States	82.0%	79.9%	79.0%
International	18.0%	20.1%	21.0%
Total	100.0%	100.0%	100.0%
Rum	43.4%	42.5%	43.6%
Whiskey	26.2%	25.8%	21.6%
Liqueur	22.4%	21.3%	22.7%
Vodka	7.7%	10.2%	11.8%
Tequila	0.3%	0.2%	0.3%
Other spirits	—%	—%	0.0%
Total	100.0%	100.0%	100.0%

The following table provides information regarding our case sales of related non-alcoholic beverage products, which primarily consists of Goslings Stormy Ginger Beer, for the periods presented:

	Year ended March 31,		
	2017	2016	2015
Cases			
United States	1,326,140	1,070,173	682,190
International	61,740	45,101	33,232
Total	1,387,880	1,115,274	715,422
United States	95.6%	96.0%	95.4%
International	4.4%	4.0%	4.6%
Total	100.0%	100.0%	100.0%

Critical accounting policies and estimates

A number of estimates and assumptions affect our reported amounts of assets and liabilities, amounts of sales and expenses and disclosure of contingent assets and liabilities in our financial statements. On an ongoing basis, we evaluate these estimates and assumptions based on historical experience and other factors and circumstances. We believe our estimates and assumptions are reasonable under the circumstances; however, actual results may differ from these estimates.

We believe that the estimates and assumptions discussed below are most important to the portrayal of our financial condition and results of operations in that they require our most difficult, subjective or complex judgments and form the basis for the accounting policies deemed to be most critical to our operations.

Revenue recognition

We recognize revenue from product sales when the product is shipped to a customer (generally a distributor), title and risk of loss has passed to the customer under the terms of sale (FOB shipping point or FOB destination) and collection is reasonably assured. We do not offer a right of return but will accept returns if we shipped the wrong product or wrong quantity. Revenue is not recognized on shipments to control states in the U.S. until such time as the product is sold through to the retail channel.

Accounts receivable

We record trade accounts receivable at net realizable value. This value includes an appropriate allowance for estimated uncollectible accounts to reflect any loss anticipated on the trade accounts receivable balances and charged to the allowance for doubtful accounts. We calculate this allowance based on our history of write-offs, level of past due accounts based on contractual terms of the receivables and our relationships with, and economic status of, our customers.

Inventory valuation

Our inventory, which consists of distilled spirits, non-beverage alcohol products, dry good raw materials (bottles, cans, labels and caps), packaging, excise taxes, freight and finished goods, is valued at the lower of cost or market, using the weighted average cost method. We assess the valuation of our inventories and reduce the carrying value of those inventories that are obsolete or in excess of our forecasted usage to their estimated realizable value. We estimate the net realizable value of such inventories based on analyses and assumptions including, but not limited to, historical usage, future demand and market requirements. Reduction to the carrying value of inventories is recorded in cost of goods sold.

Goodwill and other intangible assets

At each of March 31, 2017 and 2016, we had $0.5 million of goodwill that arose from acquisitions. Goodwill represents the excess of purchase price and related costs over the value assigned to the net tangible and identifiable intangible assets of businesses acquired. Intangible assets with indefinite lives consist primarily of rights, trademarks, trade names and formulations. We are required to analyze our goodwill and other intangible assets with indefinite lives for impairment on an annual basis as well as when events and circumstances indicate that an impairment may have occurred. In testing goodwill for impairment, we have the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not (more than 50%) that the estimated fair value of a reporting unit is less than its carrying amount. If we elect to perform a qualitative assessment and determine that an impairment is more likely than not, we are then required to perform a quantitative impairment test, otherwise no further analysis is required. We may also elect not to perform the qualitative assessment and, instead, proceed direct to the quantitative impairment test. Under the goodwill qualitative assessment, various events and circumstances that would affect the estimated fair value of a reporting unit are identified, including, but not limited to: prior years' impairment testing results, budget to actual results, Company-specific facts and circumstances, industry developments, and the economic environment.

Under the goodwill two-step quantitative impairment test we evaluate the recoverability of goodwill and indefinite lived intangible assets at the reporting unit level. In the first step the fair value for the reporting unit is compared to its book value including goodwill. If the fair value of the reporting unit is less than the book value, a second step is performed which compares the implied fair value of the reporting unit's goodwill to the book value of the goodwill. The fair value for the goodwill is determined based on the difference between the fair values of the reporting units and the net fair values of the identifiable assets and liabilities of such reporting units. If the fair value of the goodwill is less than the book value, the difference is recognized as an impairment.

Under the goodwill qualitative assessment at March 31, 2017 and 2016, various events and circumstances that would affect the estimated fair value of each reporting unit were identified, including, but not limited to: prior years' impairment testing results, budget to actual results, Company-specific facts and circumstances, industry developments, and the economic environment. Based on this assessment, we determined that no quantitative assessment was required. We did not record any impairment on goodwill or other intangible assets for fiscal 2017, 2016 or 2015.

Intangible assets with estimable useful lives are amortized over their respective estimated useful lives to the estimated residual values and reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. We are required to amortize intangible assets with estimable useful lives over their respective estimated useful lives to the estimated residual values and to review intangible assets with estimable useful lives for impairment in accordance with the Financial Accounting Standards Board Accounting Standards Codification ("ASC") 310, "Accounting for the Impairment or Disposal of Long-lived Assets."

Stock-based awards

We follow current authoritative guidance regarding stock-based compensation, which requires all share-based payments, including grants of stock options and restricted stock, to be recognized in the income statement as an operating expense, based on their fair values on the grant date. Stock-based compensation was $1.6 million, $1.4 million and $0.8 million for fiscal 2017, 2016 and 2015, respectively. We use the Black-Scholes option-pricing model to estimate the fair value of options and restricted stock granted. The assumptions used in valuing the options granted during fiscal 2017, 2016 and 2015 are included in note 12 to our accompanying consolidated financial statements.

Fair value of financial instruments

ASC 825, "Financial Instruments", defines the fair value of a financial instrument as the amount at which the instrument could be exchanged in a current transaction between willing parties and requires disclosure of the fair value of certain financial instruments. We believe that there is no material difference between the fair value and the reported amounts of financial instruments in the balance sheets due to the short-term maturity of these instruments, or with respect to the debt, as compared to the current borrowing rates available to us.

Results of operations

The following table sets forth, for the periods indicated, the percentage of net sales of certain items in our consolidated financial statements.

	Year ended March 31,		
	2017	2016	2015
Sales, net	100.0%	100.0%	100.0%
Cost of sales	59.0%	60.5%	62.5%
Gross profit	41.0%	39.5%	37.5%
Selling expense	26.0%	26.6%	26.5%
General and administrative expense	11.2%	10.2%	11.3%
Depreciation and amortization	1.3%	1.3%	1.6%
Income (loss) from operations	2.5%	1.4%	(1.9)%
Income from equity investment in non-consolidated affiliate	0.1%	0.0%	0.0%
Foreign exchange gain (loss)	0.1%	(0.3)%	(0.0)%
Interest expense, net	(1.7)%	(1.5)%	(2.0)%
Income (loss) before provision for income taxes	0.9%	(0.4)%	(3.8)%
Income tax expense, net	(0.2)%	(2.0)%	(2.2)%
Net income (loss)	0.7%	(2.4)%	(6.0)%
Net income attributable to noncontrolling interests	(1.8)%	(1.1)%	(0.6)%
Net loss attributable to common shareholders	(1.1)%	(3.5)%	(6.6)%

The following is a reconciliation of net loss attributable to common shareholders to EBITDA, as adjusted:

	Year ended March 31,		
	2017	2016	2015
Net loss attributable to common shareholders	$ (852,613)	$ (2,516,368)	$ (3,799,742)
Adjustments:			
Interest expense, net	1,335,241	1,088,539	1,129,047
Income tax expense, net	187,702	1,450,848	1,278,999
Depreciation and amortization	1,030,093	939,513	907,540
EBITDA income (loss)	1,700,423	962,532	(484,156)
Allowance for doubtful accounts	123,200	61,000	236,000
Allowance for obsolete inventory	240,000	200,000	281,000
Stock-based compensation expense	1,577,994	1,370,556	787,710
Transaction fees	346,704	—	—
Other expense (income), net	10,660	666	(16,602)
Income from equity investment in non-consolidated affiliate	(51,430)	(18,667)	—
Foreign exchange (income) loss	(83,707)	190,867	4,564
Net income attributable to noncontrolling interests	1,359,145	809,662	325,829
EBITDA, as adjusted	5,222,989	3,576,616	1,134,345

Earnings before interest, taxes, depreciation and amortization, or EBITDA, adjusted for allowances for doubtful accounts and obsolete inventory, stock-based compensation expense, transaction fees, other expense (income), net, income from equity investment in non-consolidated affiliate, foreign exchange and net income attributable to noncontrolling interests is a key metric we use in evaluating our financial performance. EBITDA, as adjusted, is considered a non-GAAP financial measure as defined by Regulation G promulgated by the SEC under the Securities Act of 1933, as amended. We consider EBITDA, as adjusted, important in evaluating our performance on a consistent basis across various periods. Due to the significance of non-cash and non-recurring items, EBITDA, as adjusted, enables our Board of Directors and management to monitor and evaluate the business on a consistent basis. We use EBITDA, as adjusted, as a primary measure, among others, to analyze and evaluate financial and strategic planning decisions regarding future operating investments and allocation of capital resources. We believe that EBITDA, as adjusted, eliminates items that are not indicative of our core operating performance or are based on management's estimates, such as allowance accounts, are due to changes in valuation, such as the effects of changes in foreign exchange or do not involve a cash outlay, such as stock-based compensation expense. Our presentation of EBITDA, as adjusted, should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items or by non-cash items, such as stock-based compensation, which is expected to remain a key element in our long-term incentive compensation program. EBITDA, as adjusted, should be considered in addition to, rather than as a substitute for, income from operations, net income and cash flows from operating activities.

Our EBITDA, as adjusted, improved to $5.2 million for the year ended March 31, 2017, as compared to $3.6 million for the prior fiscal year, primarily as a result of our increased sales and gross profit. Our EBITDA, as adjusted, improved to $3.6 million for the year ended March 31, 2016, as compared to $1.1 million for the prior year, primarily as a result of our increased sales and gross profit.

Fiscal 2017 compared with fiscal 2016

Net sales. Net sales increased 7.0% to $77.3 million for the year ended March 31, 2017, as compared to $72.2 million for the prior fiscal year, primarily due to U.S. sales growth of Jefferson's bourbons and Goslings Stormy Ginger Beer, partially offset by decreases in vodka and international Irish whiskey sales. For the year ended March 31, 2017, sales of our Goslings Stormy Ginger Beer increased 23.3% to $20.0 million. We anticipate continued growth of Goslings Stormy Ginger Beer in the near term due to the popularity of cocktails containing ginger beer, Goslings brand awareness and the distribution to large national and regional retailers and on-premise accounts, although there is no assurance that we will attain such results. We continue to focus on our faster growing brands and markets, both in the U.S. and internationally.

The table below presents the increase or decrease, as applicable, in case sales by spirits product category for the year ended March 31, 2017 as compared to the year ended March 31, 2016:

	Increase/(decrease) in case sales		Percentage increase/(decrease)	
	Overall	U.S.	Overall	U.S.
Rum	216	2,046	0.1%	1.5%
Whiskey	(767)	7,356	(0.7)%	9.8%
Liqueur	2,191	2,213	2.4%	2.4%
Vodka	(11,701)	(11,231)	(26.8)%	(28.1)%
Tequila	90	90	8.7%	8.7%
Total	(9,971)	474	(2.3)%	0.1%

Our international spirits case sales as a percentage of total spirits case sales decreased to 18.0% for the year ended March 31, 2017 as compared to 20.1% for the prior fiscal year, primarily due to decreased Irish whiskey and rum sales in certain international markets resulting in part from the timing of shipments to large retailers in Great Britain and Scandinavia.

The following table presents the increase in case sales of related non-alcoholic beverage products for the year ended March 31, 2017 as compared to the year ended March 31, 2016:

	Increase in case sales		Percentage Increase	
	Overall	U.S.	Overall	U.S.
Related Non-Alcoholic Beverage Products	272,606	255,967	24.4%	23.9%

Gross profit . Gross profit increased 11.0% to $31.7 million for the year ended March 31, 2017 from $28.6 million for the prior fiscal year, while gross margin increased to 41.0% for the year ended March 31, 2017 as compared to 39.5% for the prior fiscal year. The increase in gross profit was primarily due to increased aggregate revenue in the current period. During each of the years ended March 31, 2017 and 2016, we recorded additions to allowance for obsolete and slow moving inventory of $0.2 million. We recorded these write-offs and allowances on both raw materials and finished goods, primarily in connection with label and packaging changes made to certain brands, as well as certain cost estimates and variances. The net charges have been recorded as an increase to cost of sales in the relevant period. Net of the allowances for obsolete inventories, gross margin for the year ended March 31, 2017 was 41.2% as compared to 39.8% for the prior-year period.

Selling expense . Selling expense increased 4.7% to $20.1 million for the year ended March 31, 2017 from $19.2 million for the prior fiscal year, primarily due to a $0.3 million increase in advertising, marketing and promotion expense related to the timing of certain sales and marketing programs, including Goslings' sponsorship of the 35th America's Cup, and a $0.9 million increase in salaries and personnel expense due to increased staff and compensation costs, including a $0.2 million increase in travel and entertainment expense, partially offset by a $0.3 million decrease in shipping costs from lower sales volume. Selling expense as a percentage of net sales decreased to 26.0% for the year ended March 31, 2017 as compared to 26.6% for the prior fiscal year due to increased sales.

General and administrative expense . General and administrative expense increased 17.0% to $8.6 million for the year ended March 31, 2017 from $7.4 million for the prior fiscal year, primarily due to a $0.5 million increase in salaries and personnel expense due to increased staff and compensation costs, $0.3 million increase in professional fees due to the GCP Share Acquisition, and a $0.1 million increase each in insurance costs, occupancy expense and stock compensation expense for our Board of Directors. Increased revenue for the year partially offset the increase in general and administrative expenses, which resulted in general and administrative expense as a percentage of net sales increasing to 11.2% for the year ended March 31, 2017 as compared to 10.2% for the prior fiscal year.

Depreciation and amortization. Depreciation and amortization was $1.0 million for the year ended March 31, 2017 as compared to $0.9 million for the prior fiscal year.

Income from operations . As a result of the foregoing, we had income from operations of $1.9 million for the year ended March 31, 2017 as compared to income from operations of $1.0 million for the prior fiscal year. As a result of our focus on our stronger growth markets and better performing brands, and expected growth from our existing brands, we anticipate improved results of operations in the near term as compared to prior years, although there is no assurance that we will attain such results.

Income tax expense, net. Income tax expense, net is the estimated tax expense primarily attributable to the net taxable income recorded by our GCP subsidiary, adjusted for changes in the deferred tax asset and deferred tax liability during the periods, and was net expense of ($0.2) million for the year ended March 31, 2017 as compared to net expense of ($1.5) million for the prior fiscal year. The net tax expense for the year ended March 31, 2017 is net of a $0.4 million tax benefit from the change in our deferred tax liability.

Foreign exchange gain (loss). Foreign exchange gain for the year ended March 31, 2017 was $0.1 million as compared to a loss of ($0.2) million for the prior fiscal year due to the net effects of fluctuations of the U.S. dollar against the Euro and its impact on our Euro-denominated intercompany balances due to our foreign subsidiaries for inventory purchases.

Interest expense, net. We had interest expense, net of ($1.3) million for the year ended March 31, 2017 as compared to ($1.1) million for the prior fiscal year due to balances outstanding under our credit facilities. Due to expected borrowings under credit facilities to finance additional purchases of aged whiskies in support of the growth of our Jefferson's bourbons and other working capital needs, we expect interest expense, net to increase in the near term as compared to prior years.

Net income attributable to noncontrolling interests. Net income attributable to noncontrolling interests was $1.4 million for the year ended March 31, 2017 as compared to $0.8 million for the prior fiscal year, both the result of net income allocated to the 40.0% noncontrolling interests in GCP. The change in noncontrolling interests from our acquisition of an additional 20.1% of GCP occurred at the end of March 2017 and was immaterial on our results.

Net loss attributable to common shareholders. As a result of the net effects of the foregoing, net loss attributable to common shareholders improved to ($0.9) million for the year ended March 31, 2017 as compared to ($2.5) million for the prior fiscal year. Net loss per common share, basic and diluted, was ($0.01) per share for the year ended March 31, 2017 as compared to ($0.02) for the prior fiscal year.

Fiscal 2016 compared with fiscal 2015

Net sales. Net sales increased 25.7% to $72.2 million for the year ended March 31, 2016, as compared to $57.5 million for the prior fiscal year, due to sales growth of our Jefferson's portfolio and our Goslings rum and Goslings Stormy Ginger Beer, partially offset by decreases in sales of vodka. Also, for the year ended March 31, 2016, sales of our Goslings Stormy Ginger Beer increased by 400,223 cases, or 56.0%, overall, including a 388,354 case increase, or 57.0%, in U.S. case sales as compared to the prior year. We anticipate continued growth of Goslings Stormy Ginger Beer in the near term due to the popularity of cocktails containing ginger beer and Goslings brand awareness, although there is no assurance that we will attain such results. We continue to focus on our faster growing brands and markets, both in the U.S. and internationally.

The table below presents the increase or decrease, as applicable, in case sales by spirits product category for the year ended March 31, 2016 as compared to the year ended March 31, 2015:

	Increase/(decrease) in case sales		Percentage increase/(decrease)	
	Overall	U.S.	Overall	U.S.
Rum	9,509	9,452	5.6%	7.6%
Whiskey	25,277	20,734	29.8%	38.4%
Liqueur	1,641	2,644	1.8%	3.0%
Vodka	(2,739)	(2,068)	(5.9)%	(4.9)%
Tequila	(72)	(72)	(6.5)%	(6.5)%
Other spirits	(14)	(14)	(100.0)%	(100.0)%
Total	33,602	30,676	8.6%	9.9%

Our international spirits case sales as a percentage of total spirits case sales decreased to 20.1% for the year ended March 31, 2016 as compared to 21.0% for the prior year, primarily due to the timing of shipments of rum to our international wholesaler.

The following table presents the increase in case sales of related non-alcoholic beverage products for the year ended March 31, 2016 as compared to the year ended March 31, 2015:

	Increase in case sales		Percentage increase	
	Overall	U.S.	Overall	U.S.
Related Non-Alcoholic Beverage Products	399,852	387,983	55.9%	56.9%

Gross profit. Gross profit increased 32.4% to $28.6 million for the year ended March 31, 2016 from $21.6 million for the prior fiscal year, and our gross margin increased to 39.5% for the year ended March 31, 2016 compared to 37.5% for the prior year. The increase in gross profit was primarily due to increased sales volume and revenue in the current period, while the increase in gross margin was due to increased sales of our more profitable brands, in particular the Jefferson's bourbons, partially offset by increased sales of lower-margin Goslings Stormy Ginger Beer. During the year ended March 31, 2016, we recorded an addition to allowance for obsolete and slow moving inventory of $0.2 million, as compared to $0.3 million for the prior fiscal year. We recorded these allowances on both raw materials and finished goods, primarily in connection with label and packaging changes made to certain brands, as well as certain cost variances. The net charges have been recorded as an increase to cost of sales in the relevant period. Net of the allowance for obsolete inventory, our gross margin for the year ended March 31, 2016 was 39.8% as compared to 38.0% for the prior year.

Selling expense. Selling expense increased 26.0% to $19.2 million for the year ended March 31, 2016 from $15.3 million for the prior year, primarily due to a $2.7 million increase in advertising, marketing and promotion expense related to increased sales volume and the timing of certain sales and marketing programs, including the 35th America's Cup sponsorship, and a $1.3 million increase in employee costs. The increase in sales resulted in selling expense as a percentage of net sales remaining relatively constant at 26.6% for the year ended March 31, 2016 as compared to 26.5% for the prior fiscal year.

General and administrative expense . General and administrative expense increased 13.8% to $7.4 million for the year ended March 31, 2016 from $6.5 million for the prior year, primarily due to a $0.5 million increase in employee expense, a $0.4 million increase in professional fees and a $0.4 million increase in stock-based compensation expense, offset by a $0.2 million decrease in provision for bad debts and a $0.1 million decrease in insurance expense. Increased sales resulted in general and administrative expense as a percentage of net sales decreasing to 10.2% for the year ended March 31, 2016 as compared to 11.3% for the prior fiscal year. As a result of our becoming an accelerated filer in fiscal 2015, we experienced increased general and administrative expense due to the costs and fees associated with the additional regulatory requirements.

Depreciation and amortization. Depreciation and amortization was $0.9 million for each of the years ended March 31, 2016 and 2015.

Income (loss) from operations . As a result of the foregoing, results from operations improved to income of $1.0 million for the year ended March 31, 2016 as compared to a loss of ($1.1) million for the prior year. As a result of our focus on our stronger growth markets and better performing brands, and expected growth from our existing brands, we anticipate improved results of operations in the near term as compared to prior years, although there is no assurance that we will attain such results.

Income tax expense, net. Income tax expense, net is the estimated tax expense attributable to the net taxable income recorded by our 60% owned subsidiary, GCP, adjusted for changes in the deferred tax asset and deferred tax liability during the periods, and was net expense of ($1.5) million for the year ended March 31, 2016 as compared to net expense of ($1.3) million for the prior year.

Foreign exchange loss. Foreign exchange loss for the year ended March 31, 2016 was ($0.2) million as compared to a de minimis loss for the prior fiscal year due to the net effects of fluctuations of the U.S. dollar against the Euro and its impact on our Euro-denominated intercompany balances due to our foreign subsidiaries for inventory purchases.

Interest expense, net. We had interest expense, net of ($1.1) million for each of the years ended March 31, 2016 and 2015 due to balances outstanding under our credit facilities. Due to expected borrowings under credit facilities to finance additional purchases of aged whiskies in support of the growth of our Jefferson's bourbons and other working capital needs, we expect interest expense, net to increase in the near term as compared to prior years.

Net income attributable to noncontrolling interests. Net income attributable to noncontrolling interests was ($0.8) million for the year ended March 31, 2016 as compared to ($0.3) million for the prior year, both the result of allocated net income recorded by our 60% owned subsidiary, GCP.

Net loss attributable to common shareholders. As a result of the net effects of the foregoing, net loss attributable to common shareholders improved to ($2.5) million for the year ended March 31, 2016 as compared to ($3.8) million for the prior year. Net loss per common share, basic and diluted, was ($0.02) per share for each of the years ended March 31, 2016 and 2015.

Liquidity and capital resources

Overview

Since our inception, we have incurred significant operating and net losses and have not generated positive cash flows from operations. For the year ended March 31, 2017, we had net income of $0.5 million, and used cash of $1.7 million in operating activities. As of March 31, 2017, we had cash and cash equivalents of $0.6 million and had an accumulated deficit of $148.2 million.

Existing Financing

We and our wholly-owned subsidiary, CB-USA, are parties to an Amended and Restated Loan and Security Agreement (as amended, the "Loan Agreement") with ACF FinCo I LP ("ACF"), which provides for availability (subject to certain terms and conditions) of a facility (the "Credit Facility") to provide us with working capital, including capital to finance purchases of aged whiskeys in support of the growth of our Jefferson's bourbons, in the amount of $19.0 million, including a sublimit in the maximum principal amount of $7.0 million to permit us to acquire aged whiskey inventory (the "Purchased Inventory Sublimit") subject to certain conditions set forth in the Loan Agreement. The Credit Facility matures on July 31, 2019 (the "Maturity Date"). The monthly facility fee is 0.75% per annum of the maximum Credit Facility amount (excluding the Purchased Inventory Sublimit).

Pursuant to the Loan Agreement, we and CB-USA may borrow up to the lesser of (x) $19.0 million and (y) the sum of the borrowing base calculated in accordance with the Loan Agreement and the Purchased Inventory Sublimit. We and CB-USA may prepay the Credit Facility in whole or the Purchased Inventory Sublimit, in whole or in part, subject to certain prepayment penalties as set forth in the Loan Agreement. The Purchased Inventory Sublimit replaced our bourbon term loan (the "Bourbon Term Loan"), which was paid in full in May 2015.

In connection with the Loan Agreement, we entered into a Reaffirmation Agreement with (i) certain of our officers, including John Glover, our Chief Operating Officer, T. Kelley Spillane, our Senior Vice President - Global Sales, and Alfred J. Small, our Senior Vice President, Chief Financial Officer, Treasurer & Secretary and (ii) certain junior lenders of ours, including Frost Gamma Investments Trust, an entity affiliated with Phillip Frost, M.D., a director of ours and a principal shareholder of ours, Mark E. Andrews, III, a director of ours and our Chairman, an affiliate of Richard J. Lampen, a director of ours and our President and Chief Executive Officer, an affiliate of Glenn Halpryn, a former director of ours, Dennis Scholl, a former director of ours, and Vector Group Ltd., a more than 5% shareholder of ours, of which Richard Lampen is an executive officer, Henry Beinstein, a director of ours, is a director and Phillip Frost, M.D. is a principal shareholder, which, among other things, reaffirms the existing Validity and Support Agreements by and among each officer, us and ACF.

ACF required as a condition to entering into an amendment to the Loan Agreement in August 2015 that ACF enter into a participation agreement with certain related parties of ours, including Frost Gamma Investments Trust ($150,000), Mark E. Andrews, III ($50,000), Richard J. Lampen ($100,000), Brian L. Heller, our Special Counsel and Assistant Secretary ($42,500), and Alfred J. Small ($15,000), to allow for the sale of participation interests in the Purchased Inventory Sublimit and the inventory purchased with the proceeds thereof. The participation agreement provides that ACF's commitment to fund each advance of the Purchased Inventory Sublimit shall be limited to seventy percent (70%), up to an aggregate maximum principal amount for all advances equal to $4.9 million. Under the terms of the participation agreement, the participants receive interest at the rate of 11% per annum. We are not a party to the participation agreement. However, we and CB-USA are party to a fee letter with the junior participants (including the related party junior participants) pursuant to which we and CB-USA were obligated to pay the junior participants a closing fee of $18,000 on the effective date of the amendment to the Loan Agreement and are obligated to pay a commitment fee of $18,000 on each anniversary of the effective date until the junior participants' obligations are terminated pursuant to the participation agreement.

We may borrow up to the maximum amount of the Credit Facility, provided that we have a sufficient borrowing base (as defined in the Loan Agreement). The Credit Facility interest rate (other than with respect to the Purchased Inventory Sublimit) is the rate that, when annualized, is the greatest of (a) the Prime Rate plus 3.00%, (b) the LIBOR Rate plus 5.50% and (c) 6.0%. The interest rate applicable to the Purchased Inventory Sublimit is the rate, that when annualized, is the greatest of (a) the Prime Rate plus 4.25%, (b) the LIBOR Rate plus 6.75% and (c) 7.50%. Interest is payable monthly in arrears, on the first day of every month on the average daily unpaid principal amount of the Credit Facility. After the occurrence and during the continuance of any "Default" or "Event of Default" (as defined under the Loan Agreement) we are required to pay interest at a rate that is 3.25% per annum above the then applicable Credit Facility interest rate. The Loan Agreement contains EBITDA targets allowing for further interest rate reductions in the future. The Credit Facility currently bears interest at 6.5% (reflecting a discount for achieving one such EBITDA target) and the Purchased Inventory Sublimit currently bears interest at 8.25%. We are required to pay down the principal balance of the Purchased Inventory Sublimit within 15 banking days from the completion of a bottling run of bourbon from our bourbon inventory stock purchased with funds borrowed under the Purchased Inventory Sublimit in an amount equal to the purchase price of such bourbon. The unpaid principal balance of the Credit Facility, all accrued and unpaid interest thereon, and all fees, costs and expenses payable in connection with the Credit Facility, are due and payable in full on the Maturity Date. In addition to closing fees, ACF receives facility fees and a collateral management fee (each as set forth in the Loan Agreement). Our obligations under the Loan Agreement are secured by the grant of a pledge and a security interest in all of our assets.

In January 2017, we acquired $1.0 million in aged bulk bourbon purchased under the Purchased Inventory Sublimit. Certain related parties, including Frost Gamma Investments Trust ($51,500), Richard J. Lampen ($34,333), Mark E. Andrews, III ($17,167), Brian L. Heller ($14,592) and Alfred J. Small ($5,150), were junior participants in the Purchased Inventory Sublimit with respect to such purchase.

The Loan Agreement contains standard borrower representations and warranties for asset-based borrowing and a number of reporting obligations and affirmative and negative covenants. The Loan Agreement includes negative covenants that, among other things, restrict our ability to create additional indebtedness, dispose of properties, incur liens, and make distributions or cash dividends. At March 31, 2017, we were in compliance, in all material respects, with the covenants under the Loan Agreement.

In March 2017, we issued a promissory note to Frost Nevada Investments Trust (the "Holder"), an entity affiliated with Phillip Frost, M.D., in the aggregate principal amount of $20.0 million (the "Subordinated Note"). The purpose of the Subordinated Note was to finance the GCP Share Acquisition. The Note bears interest quarterly at the rate of 11% per annum. The principal and interest accrued thereon is due and payable in full on March 15, 2019. All claims of the Holder to principal, interest and any other amounts owed under the Subordinated Note are subordinated in right of payment to all indebtedness of the Company existing as of the date of the Subordinated Note. The Subordinated Note contains customary events of default and may be prepaid by the Company, in whole or in part, without penalty, at any time.

In December 2009, GCP issued a promissory note in the aggregate principal amount of $0.2 million to Gosling's Export in exchange for credits issued on certain inventory purchases. This note matures on April 1, 2020, is payable at maturity, subject to certain acceleration events, and calls for annual interest of 5%, to be accrued and paid at maturity.

We have arranged various credit facilities aggregating €0.3 million or $0.3 million (translated at the December 31, 2016 exchange rate) with an Irish bank, including overdraft coverage, creditors' insurance, customs and excise guaranty, and a revolving credit facility. These facilities are payable on demand, continue until terminated by either party, are subject to annual review, and call for interest at the lender's AA1 Rate minus 1.70%. We have deposited €0.3 million or $0.3 million (translated at the March 31, 2017 exchange rate) with the bank to secure these borrowings.

In October 2013, we issued an aggregate principal amount of $2.1 million of unsecured 5% convertible subordinated notes (the "Convertible Notes"). We used a portion of the proceeds to finance the acquisition of additional bourbon inventory in support of the growth of our Jefferson's bourbon brand.

The Convertible Notes bear interest at a rate of 5% per annum and mature on December 15, 2018. The Convertible Notes, and accrued but unpaid interest thereon, are convertible in whole or in part from time to time at the option of the holders thereof into shares of our common stock, par value $0.01 per share ("Common Stock"), at a conversion price of $0.90 per share (the "Conversion Price"). The Convertible Notes may be prepaid in whole or in part at any time without penalty or premium, but with payment of accrued interest to the date of prepayment. The Convertible Notes contain customary events of default, which, if uncured, entitle each noteholder to accelerate the due date of the unpaid principal amount of, and all accrued and unpaid interest on, the Convertible Notes. The Convertible Note purchasers included certain related parties of ours, including an affiliate of Dr. Phillip Frost ($500,000), Mark E. Andrews, III ($50,000), an affiliate of Richard J. Lampen ($50,000) and Vector Group Ltd. ($200,000).

We may forcibly convert all or any part of the Convertible Notes and all accrued but unpaid interest thereon if (i) the average daily volume of the Common Stock (as reported on the principal market or exchange on which the Common Stock is listed or quoted for trading) exceeds $50,000 per trading day and (ii) the volume weighted average price of the Common Stock for at least twenty (20) trading days during any thirty (30) consecutive trading day period exceeds 250% of the then-current Conversion Price. Any forced conversion will be applied ratably to the holders of all Convertible Notes based on each holder's then-current note holdings.

In November 2014, we entered into a distribution agreement (the "2014 Distribution Agreement") with Barrington Research Associates, Inc. ("Barrington") as sales agent, under which we may issue and sell over time and from time to time, to or through Barrington, shares (the "Shares") of our Common Stock having a gross sales price of up to $10.0 million.

Sales of the Shares pursuant to the 2014 Distribution Agreement may be effected by any method permitted by law deemed to be an "at-the-market" offering as defined in Rule 415 of the Securities Act of 1933, as amended, including without limitation directly on the NYSE MKT LLC or any other existing trading market for the Common Stock or through a market maker, up to the amount specified, and otherwise to or through Barrington in accordance with the placement notices delivered by us to Barrington. Also, with our prior consent, some of the Shares issued pursuant to the 2014 Distribution Agreement may be sold in privately negotiated transactions.

No shares were issued in the fiscal year ended March 31, 2017 under the 2014 Distribution Agreement. As of June 9, 2017, Shares having a gross sales price of up to approximately $4.7 million remained available for issuance pursuant to the 2014 Distribution Agreement.

Liquidity Discussion

As of March 31, 2017, we had shareholders' equity of $4.5 million as compared to $22.2 million at March 31, 2016. This decrease in shareholders' equity was due to our $0.4 million total comprehensive income for the year ended March 31, 2017, offset by our $22.4 million GCP Share Acquisition (comprised of $20 million in cash and 1.8 million shares of Common Stock), partially offset by the exercise of stock options and stock-based compensation expense of $1.6 million.

We had working capital of $31.2 million at March 31, 2017 as compared to $27.9 million at March 31, 2016, primarily due to a $4.1 million increase in inventory, a $2.1 million increase in prepaid expenses and a $1.1 million increase in accounts receivable, which was partially offset by net income of $0.5 million, a $2.2 million increase in accounts payable and accrued expenses, stock based compensation expense of $1.6 million, a $0.8 million increase in due to related parties and depreciation and amortization expense of $1.0 million.

As of March 31, 2017, we had cash and cash equivalents of approximately $0.6 million, as compared to $1.4 million as of March 31, 2016. The decrease is primarily attributable to the funding of our operations and working capital needs. At March 31, 2017 and 2016, we also had approximately $0.3 million of cash restricted from withdrawal and held by a bank in Ireland as collateral for overdraft coverage, creditors' insurance, revolving credit and other working capital purposes.

The following may materially affect our liquidity over the near-to-mid term:

- continued cash losses from operations;
- our ability to obtain additional debt or equity financing should it be required;
- an increase in working capital requirements to finance higher levels of inventories and accounts receivable;
- our ability to maintain and improve our relationships with our distributors and our routes to market;
- our ability to procure raw materials at a favorable price to support our level of sales;
- potential acquisitions of additional brands; and
- expansion into new markets and within existing markets in the U.S. and internationally.

We continue to implement sales and marketing initiatives that we expect will generate cash flows from operations in the next few years. We seek to grow our business through expansion to new markets, growth in existing markets and strengthened distributor relationships. As our brands continue to grow, our working capital requirements will increase. In particular, the growth of our Jefferson's brands requires a significant amount of working capital relative to our other brands, as we are required to purchase and hold ever increasing amounts of aged bourbon to meet growing demand. While we are seeking solutions to our long-term bourbon supply needs, we are required to purchase and hold several years' worth of aged bourbon in inventory until such time as it is aged to our specific brand taste profiles, increasing our working capital requirements and negatively impacting cash flows.

We may also seek additional brands and agency relationships to leverage our existing distribution platform. We intend to finance any such brand acquisitions through a combination of our available cash resources, borrowings and, in appropriate circumstances, additional issuances of equity and/or debt securities. Acquiring additional brands could have a significant effect on our financial position, could materially reduce our liquidity and could cause substantial fluctuations in our quarterly and yearly operating results. We continue to control expenses, seek improvements in routes to market and contain production costs to improve cash flows.

We intend to restructure a portion of our debt, including the Convertible Notes and Subordinated Note, by a combination of expanding and extending the Loan Agreement and Credit Facility with ACF, extending the term of the existing notes, converting some or all of the debt to equity or paying down the debt with funds that may be raised 2014 Distribution Agreement. If we are unable to restructure or refinance our debt, or are unable to raise equity on terms that are acceptable to us, it could have a significant effect on our financial position, could materially reduce our liquidity and could cause substantial fluctuations in our quarterly and yearly operating results.

As of March 31, 2017, we had borrowed $13.1 million of the $19.0 million available under the Credit Facility, including $3.5 million of the $7.0 million available under the Purchased Inventory Sublimit, leaving $2.3 million in potential availability for working capital needs under the Credit Facility and $3.5 million available for aged whiskey inventory purchases. As of June 9, 2017, we had borrowed $13.1 million of the $19.0 million available under the Credit Facility, including $3.1 million of the $7.0 million available under the Purchased Inventory Sublimit, leaving $2.0 million in potential availability for working capital needs under the Credit Facility and $3.9 million available for aged whiskey inventory purchases. We believe our current cash and working capital, the availability under the Credit Facility and the additional funds that may be raised under the 2014 Distribution Agreement will enable us to fund our losses until we achieve profitability, ensure continuity of supply of our brands, and support new brand initiatives and marketing programs through at least June 2018.

Cash flows

The following table summarizes our primary sources and uses of cash during the periods presented:

	Year ended March 31,		
	2017	2016	2015
	(in thousands)		
Net cash provided by (used in):			
Operating activities	$ (1,723)	$ (2,854)	$ (8,852)
Investing activities	(20,374)	(990)	(495)
Financing activities	21,281	4,087	9,627
Effect of foreign currency translation	(3)	(4)	3
Net (decrease) increase in cash and cash equivalents	$ (819)	$ 239	$ 283

Operating activities. A substantial portion of available cash has been used to fund our operating activities. In general, these cash funding requirements are based on operating losses, driven chiefly by the costs in maintaining our distribution system and our sales and marketing activities. We have also utilized cash to fund our inventories. In general, these cash outlays for inventories are only partially offset by increases in our accounts payable to our suppliers.

On average, the production cycle for our owned brands is up to three months from the time we obtain the distilled spirits and other materials needed to bottle and package our products to the time we receive products available for sale, in part due to the international nature of our business. We do not produce Goslings rums or ginger beer, Pallini liqueurs, Arran Scotch whiskies, Tierras tequila or Gozio amaretto. Instead, we receive the finished product directly from the owners of such brands. From the time we have products available for sale, an additional two to three months may be required before we sell our inventory and

collect payment from customers. Further, our inventory at March 31, 2017 included significant additional stores of aged bourbon purchased in advance of forecasted production requirements. We expect to use the aged bourbon in the normal course of future sales, generating positive cash flows in future periods.

During the year ended March 31, 2017, net cash used in operating activities was $1.7 million, consisting primarily of a $4.3 million increase in inventory, a $2.1 million increase in prepaid expenses and a $1.2 million increase in accounts receivable. These uses of cash were partially offset by $0.5 million in net income, a $2.2 million increase in accounts payable and accrued expenses, stock based compensation expense of $1.6 million, a $0.8 million increase in due to related parties and depreciation and amortization expense of $1.0 million.

During the year ended March 31, 2016, net cash used in operating activities was $2.9 million, consisting primarily of a net loss of $1.7 million, a $6.5 million increase in inventory, a $0.6 million decrease in due to related parties and a $0.1 million increase in prepaid expenses and supplies. These uses of cash were partially offset by a $3.2 million increase in accounts payable and accrued expense, a $0.1 million increase in due from affiliates, stock based compensation expense of $1.4 million and depreciation and amortization expense of $0.9 million.

During the year ended March 31, 2015, net cash used in operating activities was $8.9 million, consisting primarily of a $7.2 million increase in inventory, a net loss of $3.5 million, a $0.3 million increase in other assets and a $1.7 million increase in accounts receivable. These uses of cash were partially offset by a $1.3 million increase in accounts payable and accrued expenses, a $0.1 million decrease in prepaid expenses, stock based compensation expense of $0.8 million, depreciation and amortization expense of $0.9 million, a provision for obsolete inventories of $0.3 million and $0.3 million in deferred income tax expense, net.

Investing Activities. Net cash used in investing activities was $20.4 million for the year ended March 31, 2017, consisting of the $20.0 million cash consideration used in the GCP Share Acquisition and $0.4 million used in the acquisition of fixed and intangible assets.

Net cash used in investing activities was $1.0 million for the year ended March 31, 2016, representing a $0.5 million investment in Copperhead Distillery and $0.5 million used in the acquisition of fixed and intangible assets.

Net cash used in investing activities was $0.5 million for the year ended March 31, 2015, representing $0.5 million used in the acquisition of fixed and intangible assets.

Financing activities. Net cash provided by financing activities for the year ended March 31, 2017 was $21.3 million, consisting of $20.0 million in proceeds from the issuance of the 11% Subordinated Note, $1.0 million in net proceeds from the Credit Facility and $0.3 million from the exercise of stock options.

Net cash provided by financing activities for the year ended March 31, 2016 was $4.1 million, consisting primarily of $3.1 million in net proceeds from the issuance of Common Stock pursuant to the 2014 Distribution Agreement, $2.0 million in net proceeds from the Credit Facility and $0.4 million from the exercise of Common Stock options, partially offset by $0.7 million paid on the Bourbon Term Loan and $0.6 million in dividends paid to non-controlling interests of GCP.

Net cash provided by financing activities for the year ended March 31, 2015 was $9.6 million, consisting of $8.2 million in net proceeds from the Credit Facility, $3.1 million in net proceeds from the issuance of Common Stock under our distribution agreements with Barrington, $0.6 million in proceeds from the exercise of 2011 Warrants and $0.2 million in proceeds from the exercise of stock options, partially offset by the $1.25 million repayment of a junior loan and the $1.3 million paid on the Bourbon Term Loan.

Obligations and commitments

The table sets forth our contractual commitments as of March 31, 2017:

Contractual Obligations	Payments due by period				
	Less than 1 year	1 - 3 years	4 - 5 years	After 5 years	Total
	(In thousands)				
Long-term debt obligations (1)	$ 3,211	$ 38,216	$ 212	$ -	$ 41,639
Supply agreements (2)	3,613	3,720	3,048	9,494	19,875
Operating leases (3)	385	682	-	-	1,067
Total	$ 7,209	$ 42,618	$ 3,260	$ 9,494	$ 62,581

Interest payments are based on current interest rates at March 31, 2017. Debt principal and debt interest represent principal and interest to be paid on our revolving credit facility based on the balance outstanding as of March 31, 2017. Interest on the revolving credit facility is calculated using the prevailing rates as of March 31, 2017. Our estimate assumes that we will maintain the same levels of indebtedness and financial performance through the credit facility's maturity in July 2019.

(1) Long-term debt obligations. For more information concerning our long-term debt, see "Liquidity and Capital Resources" above and note 8 to our accompanying consolidated financial statements.

(2) Supply agreements. For a discussion of our supply agreements, see note 14 to our accompanying consolidated financial statements.

(3) Operating leases. For a discussion of our operating leases, please see note 14 E to our accompanying consolidated financial statements.

Currency Translation

The functional currencies for our foreign operations are the Euro in Ireland and the British Pound in the United Kingdom. With respect to our consolidated financial statements, the translation from the applicable foreign currencies to U.S. Dollars is performed for balance sheet accounts using exchange rates in effect at the balance sheet date and for revenue and expense accounts using a weighted average exchange rate during the period. The resulting translation adjustments are recorded as a component of other comprehensive income.

Where in this annual report we refer to amounts in Euros or British Pounds, we have for your convenience also in certain cases provided a conversion of those amounts to U.S. Dollars in parentheses. Where the numbers refer to a specific balance sheet account date or financial statement account period, we have used the exchange rate that was used to perform the conversions in connection with the applicable financial statement. In all other instances, unless otherwise indicated, the conversions have been made using the exchange rates as of March 31, 2017, each as calculated from the Interbank exchange rates as reported by Oanda.com. On March 31, 2017, the exchange rate of the Euro and the British Pound in exchange for U.S. Dollars was €1.00 = U.S.$1.06816 (equivalent to U.S.$1.00 = €0.93618) and £1.00 = U.S.$1.24866 (equivalent to U.S.$1.00 = £0.80086).

These conversions should not be construed as representations that the Euro and British Pound amounts actually represent U.S. Dollar amounts or could be converted into U.S. Dollars at the rates indicated.

Impact of inflation

We believe that our results of operations are not materially impacted by moderate changes in the inflation rate. Inflation and changing prices did not have a material impact on our operations during fiscal 2017, 2016 or 2015. Severe increases in inflation, however, could affect the global and U.S. economies and could have an adverse impact on our business, financial condition and results of operations.

Recent accounting pronouncements

We discuss recently issued and adopted accounting standards in the "Accounting standards adopted" and "Recent accounting pronouncements" sections of note 1 to our accompanying consolidated financial statements.

Cautionary Note Regarding Forward-Looking Statements

This annual report includes certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements, which involve risks and uncertainties, relate to the discussion of our business strategies and our expectations concerning future operations, margins, profitability, liquidity and capital resources and to analyses and other information that are based on forecasts of future results and estimates of amounts not yet determinable. We use words such as "may", "will", "should", "expects", "intends", "plans", "anticipates", "believes", "estimates", "seeks", "predicts", "could", "projects", "potential" and similar terms and phrases, including references to assumptions, in this report to identify forward-looking statements. These forward-looking statements are made based on expectations and beliefs concerning future events affecting us and are subject to uncertainties, risks and factors relating to our operations and business environments, all of which are difficult to predict and many of which are beyond our control, that could cause our actual results to differ materially from those matters expressed or implied by these forward-looking statements. These risks and other factors include those listed under "Risk Factors" and as follows:

- our history of losses;
- recent worldwide and domestic economic trends and financial market conditions could adversely impact our financial performance;
- our potential need for additional capital, which, if not available on acceptable terms or at all, could restrict our future growth and severely limit our operations;
- our brands could fail to achieve more widespread consumer acceptance, which may limit our growth;
- our dependence on a limited number of suppliers, who may not perform satisfactorily or may end their relationships with us, which could result in lost sales, incurrence of additional costs or lost credibility in the marketplace;
- our annual purchase obligations with certain suppliers;
- the failure of even a few of our independent wholesale distributors to adequately distribute our products within their territories could harm our sales and result in a decline in our results of operations;
- our need to maintain a relatively large inventory of our products to support customer delivery requirements, which could negatively impact our operations if such inventory is lost due to theft, fire or other damage;
- the potential limitation to our growth if we are unable to identify and successfully acquire additional brands that are complementary to our existing portfolio, or integrate such brands after acquisitions;
- currency exchange rate fluctuations and devaluations may significantly adversely affect our revenues, sales, costs of goods and overall financial results;
- our business and stock price may be adversely affected if we have material weaknesses or significant deficiencies in our internal control over financial reporting;
- the possibility that we or our strategic partners will fail to protect our respective trademarks and trade secrets, which could compromise our competitive position and decrease the value of our brand portfolio;
- the possibility that we cannot secure and maintain listings in control states, which could cause the sales of our products to decrease significantly;

- an impairment in the carrying value of our goodwill or other acquired intangible assets could negatively affect our operating results and shareholders' equity;
- changes in consumer preferences and trends could adversely affect demand for our products;
- there is substantial competition in our industry and the many factors that may prevent us from competing successfully;
- adverse changes in public opinion about alcohol could reduce demand for our products;
- class action or other litigation relating to alcohol misuse or abuse could adversely affect our business; and
- adverse regulatory decisions and legal, regulatory or tax changes could limit our business activities, increase our operating costs and reduce our margins.

We assume no obligation to publicly update or revise these forward-looking statements for any reason, or to update the reasons actual results could differ materially from those anticipated in, or implied by, these forward-looking statements, even if new information becomes available in the future.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Market risk

We are exposed to market risks arising from changes in market rates and prices, including movements in interest rates and foreign currency exchange rates. We do not enter into derivatives or other financial instruments for trading or speculative purposes. In the future, we may enter into financial instruments to manage and reduce the impact of changes in interest rates and foreign currency exchange rates, although we do not currently have any such instruments in place. The following is additional information about the market risks we are exposed to and how we manage these risks:

Interest rate risk

Interest on our Credit Facility (other than with respect to the Purchased Inventory Sublimit) is charged at the rate that, when annualized, is the greatest of (a) the Prime Rate plus 3.00%, (b) the LIBOR Rate plus 5.50% and (c) 6.00%. The interest rate applicable to the Purchased Inventory Sublimit is the rate that, when annualized, is the greatest of (a) the Prime Rate plus 4.25%, (b) the LIBOR Rate plus 6.75% and (c) 7.50%. As of March 31, 2017, we had $13.1 million outstanding under the Credit Facility, including $3.5 million under the Purchased Inventory Sublimit, none of which is currently being hedged. Interest on our foreign revolving credit facilities is charged at the lender's AA1 Rate minus 1.70%. As of March 31, 2017, we had nothing outstanding under our foreign revolving credit facilities.

A hypothetical one percentage point (100 basis points) increase in the interest rate being charged on the $13.1 million of unhedged debt outstanding under our Credit Facility, including the Purchased Inventory Sublimit, and our foreign revolving credit facilities at March 31, 2017 would have an impact of approximately $133,386 on our interest expense for the year.

Foreign exchange rate risk

The majority of our sales, net and expenses are transacted in U.S. dollars. However, in the year ended March 31, 2017, Euro denominated sales accounted for approximately 6.1% of our sales, net. We also incur expenses in foreign currencies, primarily the Euro. In the year ended March 31, 2017, Euro denominated expenses accounted for approximately 8.6% of our expenses. A substantial change in the rate of exchange between the U.S. dollar and the Euro could have a significant adverse effect on our financial results. A hypothetical 10% change in the value of the U.S. dollar in relation to the Euro and British pound would have had an impact of approximately $319,801 on our income from operations for the year ended March 31, 2017.

If we do not enter into hedging arrangements, the more we expand our business outside the United States, the more our financial results will be exposed to exchange rate fluctuations. In the past, we have entered into forward contracts from time to time to reduce our exposure to foreign currency fluctuations. We recognize derivative contracts in the balance sheet at fair value, and reflect any net gains and losses currently in earnings. At March 31, 2017 and 2016, we had no forward contracts outstanding. Gain or loss on foreign currency forward contracts, which was de minimis during the periods presented, is included in other income and expense.

The functional currencies for our foreign operations are the Euro in Ireland and the British Pound in the United Kingdom. With respect to our consolidated financial statements, the translation from the applicable foreign currencies to U.S. Dollars is performed for balance sheet accounts using exchange rates in effect at the balance sheet date and for revenue and expense accounts using a weighted average exchange rate during the period. The resulting translation adjustments are recorded as a component of other comprehensive income. The effect of foreign currency translation was a loss of ($114,878) for the year ended March 31, 2017, income of $92,131 for the year ended March 31, 2016 and a loss of ($561,009) for the year ended March 31, 2015. A hypothetical 10% change in the value of the U.S. dollar in relation to the Euro and British pound would have had an impact of approximately $280,000 for the year ended March 31, 2017 as a result of foreign currency translation.

Commodity price risk

We currently are not exposed to commodity price risks. We do not purchase the basic ingredients such as grain, sugar cane or agave that are converted into alcohol through distillation. Instead, we have relationships with various companies to provide distillation, bottling or other production services for us. These relationships vary on a brand-by-brand basis.

As of March 31, 2017, we did not have any hedging arrangements in place to protect our exposure to commodity price fluctuations.

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders
Castle Brands Inc.

We have audited the accompanying consolidated balance sheets of Castle Brands Inc. and subsidiaries (the “Company") as of March 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive income, shareholders’ equity, and cash flows for each of the years in the three-year period ended March 31, 2017. The financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company as of March 31, 2017 and 2016, and the consolidated results of its operations and its cash flows for each of the years in the three-year period March 31, 2017 in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of March 31, 2017, based on criteria established in the 2013 Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”), and our report dated June 14, 2017 expressed an adverse opinion on the Company’s internal control over financial reporting.

/s/ EisnerAmper LLP

New York, New York
June 14, 2017

CASTLE BRANDS INC. AND SUBSIDIARIES
Consolidated Balance Sheets

		March 31, 2017		March 31, 2016
ASSETS				
Current Assets				
Cash and cash equivalents	$	611,048	$	1,430,532
Accounts receivable — net of allowance for doubtful accounts of $302,275 and $245,238 at March 31,2017 and 2016, respectively		11,460,432		10,410,571
Due from shareholders and affiliates		—		3,279
Inventories— net of allowance for obsolete and slow moving inventory of $312,711 and $331,008 at March 31, 2017 and 2016, respectively		29,801,080		25,740,192
Prepaid expenses and other current assets		3,674,923		1,611,797
Total Current Assets		45,547,483		39,196,371
Equipment — net		909,780		876,255
Intangible assets — net of accumulated amortization of $8,035,018 and $7,372,585 at March 31, 2017 and 2016, respectively		6,387,330		7,048,302
Goodwill		496,226		496,226
Investment in non-consolidated affiliate, at equity		570,097		518,667
Restricted cash		331,455		345,076
Other assets		99,773		129,486
Total Assets	$	54,342,144	$	48,610,383
LIABILITIES AND EQUITY				
Current Liabilities				
Accounts payable	$	7,549,942	$	5,652,260
Accrued expenses		4,668,708		4,352,170
Due to shareholders and affiliates		2,158,318		1,338,072
Total Current Liabilities		14,376,968		11,342,502
Long-Term Liabilities				
Credit facility, net (including $412,269 and $312,813 of related-party participation at March 31, 2017 and 2016, respectively)		13,033,075		11,917,694
Note payable – 11% Subordinated note		20,000,000		—
Notes payable – 5% Convertible notes (including $1,100,000 of related party participation at March 31, 2017 and 2016)		1,675,000		1,675,000
Notes payable – GCP Note		211,580		211,580
Deferred tax liability		558,766		1,204,000
Other		20,666		—
Total Liabilities		49,876,055		26,350,776
Commitments and Contingencies (Note 11)				
Equity				
Preferred stock, $.01 par value, 25,000,000 shares authorized, no shares issued and outstanding at March 31, 2017 and 2016		—		—
Common stock, $.01 par value, 300,000,000 shares authorized at March 31, 2017 and 2016, 162,945,805 and 160,474,777 shares issued and outstanding at March 31, 2017 and 2016, respectively		1,629,458		1,604,748
Additional paid-in capital		150,889,613		166,866,671
Accumulated deficit		(148,223,822)		(147,371,209)
Accumulated other comprehensive loss		(2,308,672)		(2,193,794)
Total controlling shareholders' equity		1,986,577		18,906,416
Noncontrolling interests		2,479,512		3,353,191
Total Equity		4,466,089		22,259,607

Total Liabilities and Equity	$ 54,342,144	$ 48,610,383

See accompanying notes to the consolidated financial statements.

CASTLE BRANDS INC. AND SUBSIDIARIES
Consolidated Statements of Operations

	2017	2016	2015
Sales, net*	$ 77,269,131	$ 72,220,368	$ 57,457,421
Cost of sales*	45,568,774	43,666,798	35,884,632
Gross profit	31,700,357	28,553,570	21,572,789
Selling expense	20,122,490	19,222,659	15,254,818
General and administrative expense	8,642,775	7,385,851	6,488,336
Depreciation and amortization	1,030,093	939,513	907,540
Income (loss) from operations	1,904,999	1,005,547	(1,077,905)
Other (expense) income, net	(10,660)	(666)	16,602
Income from equity investment in non-consolidated affiliate	51,430	18,667	—
Foreign exchange gain (loss)	83,706	(190,867)	(4,564)
Interest expense, net	(1,335,241)	(1,088,539)	(1,129,047)
Income (loss) before provision for income taxes	694,234	(255,858)	(2,194,914)
Income tax expense, net	(187,702)	(1,450,848)	(1,278,999)
Net income (loss)	506,532	(1,706,706)	(3,473,913)
Net income attributable to noncontrolling interests	(1,359,145)	(809,662)	(325,829)
Net loss attributable to common shareholders	$ (852,613)	$ (2,516,368)	$ (3,799,742)
Net loss per common share, basic and diluted, attributable to common shareholders	$ (0.01)	$ (0.02)	$ (0.02)
Weighted average shares used in computation, basic and diluted, attributable to common shareholders	160,811,957	159,380,223	155,456,341

*Sales, net and Cost of sales include excise taxes of $7,645,789, $7,451,569 and $6,754,453 for the years ended March 31, 2017, 2016 and 2015, respectively.

See accompanying notes to the consolidated financial statements.

CASTLE BRANDS INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income (Loss)

	Years ended March 31,		
	2017	**2016**	**2015**
Net income (loss)	$ 506,532	$ (1,706,706)	$ (3,473,913)
Other comprehensive (loss) income:			
Foreign currency translation adjustment	(114,878)	92,131	(561,009)
Total other comprehensive (loss) income:	(114,878)	92,131	(561,009)
Comprehensive income (loss)	$ 391,654	$ (1,614,575)	$ (4,034,922)

See accompanying notes to the consolidated financial statements.

CASTLE BRANDS INC. AND SUBSIDIARIES
Consolidated Statements of Changes in Equity

	Common Stock		Additional Paid-in	Accumulated	Accumulated Other Comprehensive	Noncontrolling	Total
	Shares	Amount	Capital	Deficit	(Loss) Income	Interests	Equity
BALANCE, MARCH 31, 2014	151,841,133	$ 1,518,411	$ 157,485,965	$ (141,055,099)	$ (1,724,916)	$ 2,217,700	$ 19,935,191
Net (loss) income				(3,799,742)		325,829	(3,473,913)
Foreign currency translation adjustment					(561,009)		(561,009)
Issuance of common stock, net of issuance costs	2,537,924	25,379	3,108,189				3,133,568
Exercise of common stock warrants	1,657,802	16,578	613,387				629,965
Surrender of common stock in connection with exercise of common stock warrant	(27,902)	(279)	(30,971)				(31,250)
Conversion of 5% convertible notes and accrued interest thereon	501,574	5,017	446,400				451,417
Exercise of common stock options	677,127	6,771	216,213				222,984
Stock-based compensation			787,710				787,710
BALANCE, MARCH 31, 2015	157,187,658	$ 1,571,877	$ 162,626,893	$ (144,854,841)	$ (2,285,925)	$ 2,543,529	$ 21,094,663
Net (loss) income				(2,516,368)		809,662	(3,199,836)
Foreign currency translation adjustment					92,131		92,131
Issuance of common stock, net of issuance costs of $124,876	2,119,282	21,193	3,105,920				3,127,113
Exercise of common stock options	1,079,602	10,796	364,184				374,980
Common stock issued under 2013 incentive compensation plan	88,235	882	119,118				120,000
Subsidiary dividend paid to non-controlling interests			(600,000)				(600,000)
Stock-based compensation			1,250,556				1,250,556
BALANCE, MARCH 31, 2016	160,474,777	$ 1,604,748	$ 166,866,671	$ (147,371,209)	$ (2,193,794)	$ 3,353,191	$ (22,259,607)
Net (loss) income				(852,613)		1,359,145	506,532
Foreign currency translation adjustment					(114,878)		(114,878)
Common stock issuance costs			(14,355)				(14,355)
Exercise of common stock options	671,028	6,710	244,479				251,189
Common stock issued in connection with the acquisition of an additional 20.1% of noncontrolling interests	1,800,000	18,000	2,430,000				2,448,000
Effect of acquisition of an additional 20.1% of noncontrolling interests			(20,215,176)			(2,232,824)	(22,448,000)
Stock-based compensation			1,577,994				1,577,994
BALANCE, MARCH 31, 2017	162,945,805	$ 1,629,458	$ 150,889,613	$ (148,223,822)	$ (2,308,672)	$ 2,479,512	$ 4,466,089

See accompanying notes to the consolidated financial statements.

CASTLE BRANDS INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows

	Years ended March 31,		
	2017	**2016**	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ 506,532	$ (1,706,706)	$ (3,473,913)
Adjustments to reconcile net income (loss) to net cash used in operating activities:			
Depreciation and amortization	1,030,093	939,513	907,540
Provision for doubtful accounts	123,200	61,000	(49,984)
Amortization of deferred financing costs	160,681	177,127	166,942
Deferred income tax (benefit) expense, net	(645,235)	(129,152)	288,178
Net income from equity investment in non-consolidated affiliate	(51,430)	(18,667)	—
Effect of changes in foreign currency translation	(83,706)	190,867	4,564
Stock-based compensation expense	1,577,994	1,370,556	787,710
Addition to provision for obsolete inventories	240,000	200,000	281,000
Changes in operations, assets and liabilities:			
Accounts receivable	(1,182,011)	85,040	(1,671,925)
Due from affiliates	3,279	135,471	(23,462)
Inventory	(4,344,791)	(6,498,338)	(7,223,601)
Prepaid expenses and supplies	(2,066,856)	(117,258)	77,587
Other assets	(60,117)	(92,260)	(272,000)
Accounts payable and accrued expenses	2,217,652	3,163,818	1,321,722
Accrued interest	10,579	10,579	—
Due to related parties	820,247	(625,812)	27,642
Other liabilities	20,666	—	—
Total adjustments	(2,229,755)	(1,147,516)	(5,378,087)
NET CASH USED IN OPERATING ACTIVITIES	(1,723,223)	(2,854,222)	(8,852,000)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of equipment	(364,740)	(466,462)	(333,742)
Acquisition of intangible assets	(2,740)	(23,885)	(160,109)
Investment in consolidated entity	(20,000,000)	—	—
Investment in non-consolidated affiliate, at equity	—	(500,000)	—
Change in restricted cash	(7,040)	(257)	(929)
NET CASH USED IN INVESTING ACTIVITIES	(20,374,520)	(990,604)	(494,780)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net proceeds from (payments on) credit facility	1,044,531	1,965,050	8,170,507
Proceeds from 11% Subordinated note	20,000,000	—	—
Payments on Bourbon term loan	—	(744,900)	(1,270,100)
Payments on Junior loan	—	—	(1,250,000)
Net (payments on) proceeds from foreign revolving credit facility	—	(34,743)	21,278
Proceeds from issuance of common stock	—	3,251,989	3,319,915
Payments for costs of stock issuance	(14,355)	(124,876)	(186,347)
Subsidiary dividend paid to non-controlling interests	—	(600,000)	—
Proceeds from exercise of common stock warrants	—	—	598,715
Proceeds from exercise of common stock options	251,189	374,980	222,984
NET CASH PROVIDED BY FINANCING ACTIVITIES	21,281,365	4,087,500	9,626,952
EFFECTS OF FOREIGN CURRENCY TRANSLATION	(3,106)	(3,745)	2,930
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(819,484)	238,929	283,102
CASH AND CASH EQUIVALENTS — BEGINNING	1,430,532	1,191,603	908,501
CASH AND CASH EQUIVALENTS — ENDING	**$ 611,048**	**$ 1,430,532**	**$ 1,191,603**
SUPPLEMENTAL DISCLOSURES:			
Schedule of non-cash investing and financing activities:			
Issuance of common stock in connection with acquisition of additional 20.1% of noncontrolling interests	$ 2,448,000	$ —	$ —
Surrender of common stock in connection with exercise of common			

stock warrant	$ —	$ —	$ 31,250
Conversion of 5% convertible note, and accrued interest thereon, to common stock	$ —	$ —	$ 451,417
Interest paid	$ 1,159,667	$ 894,099	$ 937,973
Income taxes paid	$ 1,553,377	$ 1,079,387	$ 293,525

See accompanying notes to the consolidated financial statements.

NOTE 1 — ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of business — The consolidated financial statements include the accounts of Castle Brands Inc. ("the Company"), its wholly-owned domestic subsidiaries, Castle Brands (USA) Corp. ("CB-USA") and McLain & Kyne, Ltd. ("McLain & Kyne"), the Company's wholly-owned foreign subsidiaries, Castle Brands Spirits Group Limited ("CB-IRL") and Castle Brands Spirits Marketing and Sales Company Limited, and the Company's 80.1% ownership interest in Gosling-Castle Partners Inc. ("GCP"), with adjustments for income or loss allocated based upon percentage of ownership. The accounts of the subsidiaries have been included as of the date of acquisition. All significant intercompany transactions and balances have been eliminated.

B. Organization and operations — The Company is principally engaged in the importation, marketing and sale of premium and super premium rums, whiskey, liqueurs, vodka, tequila and related non-alcoholic beverage products in the United States, Canada, Europe and Asia.

C. Brands — Rum and Ginger Beer — Goslings rums, a family of premium rums with a 200-year history, including the award-winning Goslings Black Seal rum, for which the Company is, through its export venture GCP, the exclusive marketer outside of Bermuda, and Goslings Stormy Ginger Beer, an essential non-alcoholic ingredient in Goslings trademarked Dark 'n Stormy ® rum cocktail.

Whiskey —Premium small batch bourbons: Jefferson's, Jefferson's Reserve, Jefferson's Chef's Collaboration, Jefferson's Ocean Aged at Sea, Jefferson's Wine Finish Collection, Jefferson's Wood Experiments and Jefferson's Presidential Select, Jefferson's Rye, an aged rye whiskey, and Jefferson's The Manhattan: Barrel Finished Cocktail, a ready-to-drink cocktail; the Clontarf Irish whiskeys, a family of premium Irish whiskeys, available in single malt and classic pure grain versions; Knappogue Castle Whiskey, a vintage-dated premium single-malt Irish whiskey; Knappogue Castle 1951, a pure pot-still whiskey that has been aged for 36 years, Knappogue Twin Wood, the first Sherry Finished Knappogue Castle Whiskey; and the Arran Scotch Whiskeys: the single malts, including the 10 Years Old, the 18 Years Old and special finishes, as well as the official Robert Burns whiskeys.

Liqueur — Pallini Limoncello, Raspicello and Peachcello premium Italian liqueurs, pursuant to an exclusive U.S. marketing arrangement; Brady's Irish Cream, a premium Irish cream liqueur; Celtic Honey, a premium Irish liqueur; and Gozio amaretto, a premium Italian liqueur, pursuant to a U.S. distribution agreement.

Vodka — Boru vodka, an ultra-pure, five-times distilled and specially filtered premium vodka. Boru is produced in Ireland.

Tequila — a USDA certified organic, super-premium tequila, Tequila Tierras Autenticas de Jalisco or Tierras. The Company is the exclusive U.S. importer and marketer of Tierras, which is available as blanco, reposado and añejo.

D. Cash and cash equivalents — The Company considers all highly liquid instruments with a maturity at date of acquisition of three months or less to be cash equivalents.

E. Equity investments - Equity investments are carried at original cost adjusted for the Company's proportionate share of the investees' income, losses and distributions. The Company assesses the carrying value of its equity investments when an indicator of a loss in value is present and records a loss in value of the investment when the assessment indicates that an other-than-temporary decline in the investment exists. The Company classifies its equity earnings of equity investments as a component of net income or loss.

F. Trade accounts receivable — The Company records trade accounts receivable at net realizable value. This value includes an appropriate allowance for estimated uncollectible accounts to reflect anticipated losses on the trade accounts receivable balances. The Company calculates this allowance based on its history of write-offs, level of past due accounts based on contractual terms of the receivables and its relationships with and economic status of its customers. For the years ended March 31, 2017, 2016 and 2015, the Company recorded an addition to allowances for doubtful accounts of $123,200, $61,000 and $236,000, respectively.

G. Revenue recognition — Revenue from product sales is recognized when the product is shipped to a customer (generally a distributor), title and risk of loss has passed to the customer in accordance with the terms of sale (FOB shipping point or FOB destination), and collection is reasonably assured. Revenue is not recognized on shipments to control states in the United States until such time as product is sold through to the retail channel.

H. Inventories — Inventories are comprised of distilled spirits, dry good raw materials (bottles, labels, corks and caps), packaging, finished goods, excise taxes and freight and are valued at the lower of cost or market, using the weighted average cost method. The Company assesses the valuation of its inventories and reduces the carrying value of those inventories that are obsolete or in excess of the Company's forecasted usage to their estimated net realizable value. The Company estimates the net realizable value of such inventories based on analyses and assumptions including, but not limited to, historical usage, expected future demand and market requirements. A change to the carrying value of inventories is recorded in cost of goods sold. See Note 3.

During the years ended March 31, 2017, 2016 and 2015, the Company recorded an addition to allowances for obsolete and slow moving inventory of $240,000, $200,000 and $281,000, respectively. The Company recorded these allowances and write-offs on both raw materials and finished goods, primarily in connection with spoilage and slow moving inventory, label and packaging changes made to certain brands, as well as adjustments to estimated freight costs and excise taxes and certain cost variances. The charges have been recorded as increases to Cost of Sales in the respective years.

I. Revisions to March 31, 2016 Balance Sheet — The Company has revised its March 31, 2016 consolidated balance sheet for an error in the historical carrying value of inventory. The Company determined that inventory at March 31, 2016 was overstated by $1,493,130, the cumulative result of changes in estimated freight costs and excise taxes and certain cost variances in prior years. The Company assessed the materiality of this error on previously issued consolidated financial statements and concluded that the error was immaterial to any one year. As a result, inventory was decreased by $1,493,130 with accumulated deficit increased by $1,493,130 at March 31, 2016 on the accompanying consolidated balance sheet.

J. Equipment — Equipment consists of office equipment, computers and software and furniture and fixtures. When assets are retired or otherwise disposed of, the cost and related depreciation is removed from the accounts, and any resulting gain or loss is recognized in the statement of operations. Equipment is depreciated using the straight-line method over the estimated useful lives of the assets ranging from three to five years.

K. Goodwill and other intangible assets — Goodwill represents the excess of purchase price including related costs over the value assigned to the net tangible and identifiable intangible assets of businesses acquired. Goodwill and other identifiable intangible assets with indefinite lives are not amortized, but instead are tested for impairment annually, or more frequently if circumstances indicate a possible impairment may exist. Intangible assets with estimable useful lives are amortized over their respective estimated useful lives, generally on a straight-line basis, and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable.

Under Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 350, “Intangibles - Goodwill and Other”, impairment of goodwill must be tested at least annually by comparing the fair values of the applicable reporting units with the carrying amount of their net assets, including goodwill. An entity may first assess qualitative factors to determine whether it is necessary to perform the two-step goodwill impairment test. If determined to be necessary, the two-step impairment test shall be used. The required two-step approach uses accounting judgments and estimates of future operating results. Changes in estimates or the application of alternative assumptions could produce significantly different results. The estimates that most significantly affect the fair value calculation are related to revenue growth, cost of sales, selling and marketing expenses and discount rates. Impairment testing is done at the reporting level. If the carrying amount of the reporting unit’s net assets exceeds the unit’s fair value, an impairment loss is recognized in an amount equal to the excess of the carrying amount of goodwill over its implied fair value. The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination with the fair value of the reporting unit deemed to be the purchase price paid. Rights, trademarks, trade names and formulations are indefinite lived intangible assets not subject to amortization and are tested for impairment at least annually. The impairment test consists of a comparison of the fair value of the asset group allocated to each reporting unit with its allocated carrying amount.

Under the goodwill qualitative assessment at March 31, 2017 and 2016, various events and circumstances that would affect the estimated fair value of each reporting unit were identified, including, but not limited to: prior years’ impairment testing results, budget to actual results, Company-specific facts and circumstances, industry developments, and the economic environment. Based on this assessment, the Company determined that no quantitative assessment was required.

L. Impairment and disposal of long-lived assets — Under ASC 310, “Accounting for the Impairment or Disposal of Long-lived Assets”, the Company periodically reviews whether changes have occurred that would require revisions to the carrying amounts of its definite lived, long-lived assets. When the sum of the expected future cash flows is less than the carrying amount of the asset, an impairment loss is recognized based on the fair value of the asset. There were no impairments recorded during the years ended March 31, 2017, 2016 and 2015.

M. Shipping and handling — The Company reflects as inventory costs freight-in and related external handling charges relating to the purchase of raw materials and finished goods. These costs are charged to cost of sales at the time the underlying product is sold. The Company also incurs shipping costs in connection with its various marketing activities, including the shipment of point of sale materials to the Company’s regional sales managers and customers, and the costs of shipping product in connection with its various marketing programs and promotions. These shipping charges are included in selling expense and were $2,347,121, $2,635,430 and $2,574,471 for the years ended March 31, 2017, 2016 and 2015, respectively.

N. Excise taxes and duty — Excise taxes and duty are computed at standard rates based on alcohol proof per gallon/liter and are paid after finished goods are imported into the United States or other relevant jurisdiction and then transferred out of “bond.” Excise taxes and duty are recorded to inventory as a component of the cost of the underlying finished goods. When the underlying products are sold “ex warehouse”, the sales price reflects the taxes paid and the inventoried excise taxes and duties are charged to cost of sales.

O. Distributor charges and promotional goods — The Company incurs charges from its distributors for a variety of transactions and services rendered by the distributor, including product depletions, product samples for various promotional purposes, in-store tastings and training where legal, and local advertising where legal. Such charges are reflected as selling expense as incurred. Also, the Company has entered into arrangements with certain of its distributors whereby the purchase of a particular product or products by a distributor is accompanied by a percentage of the sale being composed of promotional goods or as a predetermined discount percentage of dollars off invoice. In such cases, the cost of the promotional goods is charged to cost of sales and dollars off invoice are a reduction to revenue.

P . Foreign currency — The functional currency for the Company's foreign operations is the Euro in Ireland and the British Pound in the United Kingdom. Under ASC 830, "Foreign Currency Matters", the translation from the applicable foreign currencies to U.S. Dollars is performed for balance sheet accounts using exchange rates in effect at the balance sheet date and for revenue and expense accounts using a weighted average exchange rate during the period. The resulting translation adjustments are recorded as a component of other comprehensive income. Gains or losses resulting from foreign currency transactions are shown as a separate line item in the consolidated statements of operations.

Q . Fair value of financial instruments — ASC 825, "Financial Instruments", defines the fair value of a financial instrument as the amount at which the instrument could be exchanged in a current transaction between willing parties and requires disclosure of the fair value of certain financial instruments. The Company believes that there is no material difference between the fair-value and the reported amounts of financial instruments in the Company's balance sheets due to the short term maturity of these instruments, or with respect to the Company's debt, as compared to the current borrowing rates available to the Company.

The Company's investments are reported at fair value in accordance with authoritative guidance, which accomplishes the following key objectives:

- Defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date;
- Establishes a three-level hierarchy ("valuation hierarchy") for fair value measurements;
- Requires consideration of the Company's creditworthiness when valuing liabilities; and
- Expands disclosures about instruments measured at fair value.

The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels of the valuation hierarchy are as follows:

- Level 1 — inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 — inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are directly or indirectly observable for the asset or liability for substantially the full term of the financial instrument.
- Level 3 — inputs to the valuation methodology are unobservable and significant to the fair value measurement.

R . Income taxes — Under ASC 740, "Income Taxes", deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. A valuation allowance is provided to the extent a deferred tax asset is not considered recoverable.

The Company has adopted the provisions of ASC 740 and as of March 31, 2017, the Company had reserves for uncertain tax positions (including related interest and penalties) for various state and local tax issues of $20,666. The Company recognizes interest and penalties related to uncertain tax positions in general and administrative expense.

S . Research and development costs — The costs of research, development and product improvement are charged to expense as incurred and are included in selling expense.

T . Advertising — Advertising and marketing costs are expensed when the advertising first appears in its respective medium. Advertising expense, which is included in selling expense, was $4,486,796, $4,960,301 and $3,184,392 for the years ended March 31, 2017, 2016 and 2015, respectively.

U . Use of estimates — The preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates include the accounting for items such as evaluating annual impairment tests, derivative instruments and equity issuances, warrant valuation, stock-based compensation, allowances for doubtful accounts and inventory obsolescence, depreciation, amortization and expense accruals.

V . Recent accounting pronouncements — In May 2017, the FASB issued ASU 2017-09, "Compensation — Stock Compensation (Topic 718): Scope of Modification Accounting." ASU 2017-09 provides guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting. This guidance is effective for the Company as of April 1, 2018, with early adoption permitted. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In February 2017, the FASB issued ASU 2017-05, "Other Income — Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20): Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets." ASU 2017-05 clarifies the scope and accounting of a financial asset that meets the definition of an "in-substance nonfinancial asset" and defines the term "in-substance nonfinancial asset." ASU 2017-05 also adds guidance for partial sales of nonfinancial assets. This guidance is effective for the Company as of April 1, 2018, with early adoption permitted. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In January 2017, the FASB issued ASU 2017-04, "Intangibles — Goodwill and Other: Simplifying the Test for Goodwill Impairment (Topic 350)." ASU 2017-04 removes Step 2 from the goodwill impairment test. This guidance is effective for the Company as of April 1, 2020, with early adoption permitted. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In January 2017, the FASB issued ASU No. 2017-01, "Business Combinations (Topic 805): Clarifying the Definition of a Business." This ASU, which must be applied prospectively, provides a narrower framework to be used to determine if a set of assets and activities constitutes a business than under current guidance and is generally expected to result in greater consistency in the application of ASC Topic 805, Business Combinations. This guidance is effective for the Company as of April 1, 2018, with early adoption permitted. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash, a consensus of the FASB's Emerging Issues Task Force (the "Task Force")." The new standard requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Entities will also be required to reconcile such total to amounts on the balance sheet and disclose the nature of the restrictions. This guidance is effective for the Company as of April 1, 2018, with early adoption permitted. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In October 2016, the FASB issued ASU 2016-16, "Income Taxes: Intra-Entity Transfers of Assets Other than Inventory." This ASU removes the prohibition against the immediate recognition of the current and deferred income tax effects of intra-entity transfers of assets other than inventory. This guidance is effective for the Company as of April 1, 2018, with early adoption permitted. Entities must apply a modified retrospective basis through a cumulative-effect adjustment to retained earnings as of the beginning of the period of adoption. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments", which provides guidance on eight cash flow classification issues with the objective of reducing differences in practice. The new standard is effective for the Company as of April 1, 2018, with early adoption permitted. Adoption is required to be on a retrospective basis, unless impracticable for any of the amendments, in which case a prospective application is permitted. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In March 2016, the FASB issued ASU 2016-09, "Improvements to Employee Share-Based Payment Accounting", which simplifies several aspects of the accounting for employee share-based payment transactions, including the accounting for income taxes and statutory tax withholding requirements, as well as classification in the statement of cash flows. The new standard is effective for the Company as of April 1, 2017. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In February 2016, the FASB issued ASU 2016-02, "Leases." The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for the Company as of April 1, 2019. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In January 2016, the FASB issued ASU 2016-01, "Financial Instruments—Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities", which amends the guidance in U.S. GAAP on the classification and measurement of financial instruments. Changes to the current guidance primarily affect the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. In addition, the ASU clarifies guidance related to the valuation allowance assessment when recognizing deferred tax assets resulting from unrealized losses on available-for-sale debt securities. The new standard is effective for the Company as of April 1, 2018, and upon adoption, an entity should apply the amendments by means of a cumulative-effect adjustment to the balance sheet at the beginning of the first reporting period in which the guidance is effective. Early adoption is not permitted except for the provision to record fair value changes for financial liabilities under the fair value option resulting from instrument-specific credit risk in other comprehensive income. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

In July 2015, the FASB issued ASU 2015-11, "Inventory (Topic 330): Simplifying the Measurement of Inventory", which changes the measurement principle for inventory from the lower of cost or market to the lower of cost and net realizable value. Net realizable value is defined as estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The new guidance must be applied on a prospective basis and is effective for the Company as of April 1, 2017, with early adoption permitted. The Company determined that the adoption of this guidance did not have a material effect on the Company's results of operations, cash flows and financial condition.

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers", to clarify the principles for recognizing revenue. This guidance includes the required steps to achieve the core principle that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This guidance is effective for the Company as of April 1, 2018. The Company is currently evaluating the new guidance to determine the impact the adoption of this guidance will have on the Company's results of operations, cash flows and financial condition.

The Company does not believe that any other recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the accompanying condensed consolidated financial statements.

W. Accounting standards adopted — In January 2017, the FASB issued ASU 2017-03, "Accounting Changes and Error Corrections (Topic 250) and Investments - Equity Method and Joint Ventures". The amendments in ASU 2017-03 provide additional detail surrounding disclosures required related to adoption of new pronouncements. The ASU is effective for the periods of each related pronouncement. The Company adopted this guidance beginning with its Annual Report on Form 10-K for the fiscal year ended March 31, 2017. The Company determined that the adoption of this guidance did not have a material effect on the Company's results of operations, cash flows and financial condition.

In November 2015, the FASB issued ASU No. 2015-17, "Balance Sheet Classification of Deferred Taxes." ASU 2015-17 simplifies the presentation of deferred taxes by requiring deferred tax assets and liabilities be classified as noncurrent on the balance sheet. ASU 2015-17 is effective for public companies for annual reporting periods beginning after December 15, 2016, and interim periods within those fiscal years. The guidance may be adopted prospectively or retrospectively and early adoption is permitted. The Company elected to adopt ASU 2015-17 early, and applied it retrospectively as allowed by the standard. The adoption of ASU 2015-17 did not have a material effect on the Company's results of operations, cash flows and financial condition.

In September 2015, the FASB issued ASU 2015-16, "Business Combination (Topic 805): Simplifying the Accounting for Measurement Period Adjustments", which requires adjustments to provisional amounts initially recorded in a business combination that are identified during the measurement period to be recognized in the reporting period in which the adjustment amounts are determined. This includes any effect on earnings of changes in depreciation, amortization, or other income effects as a result of the change to the provisional amounts, calculated as if the accounting had been completed at the acquisition date. ASU 2015-16 also requires the disclosure of the nature and amount of measurement-period adjustments recognized in the current period, including separately the amounts in current-period income statement line items that would have been recorded in previous reporting periods if the adjustment to the provisional amounts had been recognized as of the acquisition date. The guidance became effective for the Company beginning April 1, 2016. The Company will apply the guidance prospectively for all future business combinations.

In June, 2015, the FASB issued ASU No. 2015-15, "Interest - Imputation of Interest (Subtopic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements - Amendments to SEC Paragraphs Pursuant to Staff Announcement" at June 18, 2015 EITF Meeting. This update addresses presentation and subsequent measurement of debt issuance costs related to line of credit arrangements. Commitment fees paid to the lender represent the benefit of being able to access capital over the contractual term, and therefore, are not in the scope of the new guidance and it is appropriate to present such fees as an asset on the balance sheet, regardless of whether or not there are outstanding borrowings under the revolver. The Company adopted this guidance beginning with its Annual Report on Form 10-K for the fiscal year ended March 31, 2016. The Company determined that the adoption of this guidance did not have a material effect on the Company's results of operations, cash flows and financial condition.

In April 2015, the FASB issued ASU 2015-03, "Simplifying the Presentation of Debt Issuance Costs" ("ASU 2015-03"), which requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs are not affected. Upon adoption, the Company applied the new guidance on a retrospective basis and adjusted the balance sheet of each individual period presented to reflect the period-specific effects of applying the new guidance, reclassifying $100,049 and $170,895 in debt issuance costs from Other Assets to Credit Facility, net at March 31, 2017 and 2016, respectively, on the accompanying Consolidated Balance Sheet.

In August 2014, the FASB issued ASU No. 2014-15, "Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern", which requires management to assess a company's ability to continue as a going concern and to provide related footnote disclosures in certain circumstances. Before this new standard, there was minimal guidance in U.S. GAAP specific to going concern. Under the new standard, disclosures are required when conditions give rise to substantial doubt about a company's ability to continue as a going concern within one year from the financial statement issuance

date. This guidance was effective for the Company beginning with its Annual Report on Form 10-K for the fiscal year ended March 31, 2017. The Company adopted this guidance beginning with its Annual Report on Form 10-K for the fiscal year ended March 31, 2017. The Company determined that the adoption of this guidance did not have a material effect on the Company's results of operations, cash flows and financial condition.

NOTE 2 — BASIC AND DILUTED NET LOSS PER COMMON SHARE

Basic net loss per common share is computed by dividing net loss by the weighted average number of common shares outstanding during the period. Diluted net loss per common share is computed giving effect to all potentially dilutive common shares that were outstanding during the period that are not anti-dilutive. Potentially dilutive common shares consist of incremental shares issuable upon exercise of stock options and warrants or conversion of convertible notes outstanding. In computing diluted net loss per share for the years ended March 31, 2017, 2016 and 2015, no adjustment has been made to the weighted average outstanding common shares as the assumed exercise of outstanding options and warrants and the assumed conversion of convertible notes is anti-dilutive.

Potential common shares not included in calculating diluted net loss per share are as follows:

	Years ended March 31,		
	2017	**2016**	**2015**
Stock options	15,798,558	13,508,086	11,988,188
Warrants to purchase common stock	—	—	120,000
5% Convertible notes	1,861,111	1,861,111	1,861,111
Total	17,659,669	15,369,197	13,969,299

NOTE 3 — INVENTORIES

	March 31,	
	2017	**2016**
Raw materials – net	$ 16,714,225	$ 11,976,561
Finished goods – net	13,086,855	13,763,631
Total	$ 29,801,080	$ 25,740,192

As of March 31, 2017, and 2016, 9% and 11%, respectively, of raw materials and 7% and 5%, respectively, of finished goods were located outside of the United States.

In the years ended March 31, 2017, 2016 and 2015, the Company acquired $6,900,819, $5,441,432 and $5,333,763 of aged bourbon whiskey, respectively, in support of its anticipated near and mid-term needs.

The Company estimates the allowance for obsolete and slow moving inventory based on analyses and assumptions including, but not limited to, historical usage, expected future demand and market requirements.

Inventories are stated at the lower of weighted average cost or market.

NOTE 4 — EQUITY INVESTMENT

Investment in Gosling-Castle Partners Inc., consolidated

In March 2017, the Company entered into a Stock Purchase Agreement ("Purchase Agreement") with Gosling's Limited ("GL") and E. Malcolm B. Gosling ("Gosling," and together with GL, the "Sellers"). Pursuant to the terms of the Purchase Agreement, the Company acquired an additional 201,000 shares (the "GCP Share Acquisition") of the common stock of GCP, representing a 20.1% equity interest in GCP. GCP is a strategic global export venture between the Company and the Gosling family. As a result of the completion of the GCP Share Acquisition, the Company's total equity interest in GCP increased to 80.1%. The consideration for the GCP Share Acquisition was (i) $20,000,000 in cash and (ii) 1,800,000 shares of common stock of the Company.

The Company accounted for this transaction in accordance with ASC 810 "Consolidation," and in particular section 810-10-45. Under the relevant guidance, a parent accounts for such changes in its ownership interest in a subsidiary as equity transactions. The parent cannot recognize a gain or loss in consolidated net income or comprehensive income for such transactions and is not permitted to step up a portion of the subsidiary's net assets to fair value for the additional interests acquired. Any difference between the fair value of the consideration paid and the amount by which the noncontrolling interest is adjusted shall be recognized in equity attributable to the parent. As a result, the Company reduced the carrying amount of the noncontrolling interest by $2,232,824, with the $20,215,176 excess of the cash and stock paid over the adjustment to the carrying amount of the noncontrolling interest recognized as a decrease in the Company's additional paid-in capital.

For the years ended March 31, 2017, 2016 and 2015, GCP had pretax net income on a stand-alone basis of $3,762,130, $3,475,006 and $814,573, respectively. The Company allocated a portion of this net income, or $1,359,145, $809,662 and $325,829, to non-controlling interest for the years ended March 31, 2017, 2016 and 2015, respectively. Combined with the effects of income tax expense, net, allocated to noncontrolling interests as described in Note 1.Q Income Taxes, the cumulative balance allocated to noncontrolling interests in GCP was $2,479,512 and $3,353,191 at March 31, 2017 and 2016, respectively, as shown on the accompanying consolidated balance sheets.

As the GCP Share Acquisition occurred at the end of the fiscal year, the additional income attributable to the change in ownership is immaterial and is not presented in these consolidated financial statements for the year ended March 31, 2017.

In September 2015, GCP declared and paid a $1,500,000 cash dividend to its shareholders. The Company recorded 60% of this dividend, or $900,000, as a return of capital and a reduction of its investment in GCP, and allocated 40% of this dividend, or $600,000, to noncontrolling interests and a reduction in the additional paid-in capital of GCP. GCP neither declared nor paid a dividend in the year ended March 31, 2017.

Investment in Copperhead Distillery Company, equity method

In June 2015, CB-USA purchased 20% of Copperhead Distillery Company ("Copperhead") for $500,000. Copperhead owns and operates the Kentucky Artisan Distillery. The investment was part of an agreement to build a new warehouse to store Jefferson's bourbons, provide distilling capabilities using special mash-bills made from locally grown grains and create a visitor center and store to enhance the consumer experience for the Jefferson's brand. The investment has been used for the construction of a new warehouse in Crestwood, Kentucky dedicated to the storage of Jefferson's whiskies. The Company has accounted for this investment under the equity method of accounting. For the year ended March 31, 2017, the Company recognized $51,430 of income from this investment; for the initial period ended March 31, 2016, the Company recognized $18,667 of income from this investment. The investment balance was $570,097 and $518,667 at March 31, 2017 and 2016, respectively.

NOTE 5 — EQUIPMENT, NET

Equipment consists of the following:

	March 31,			
	2017		2016	
Equipment and software	$	2,536,064	$	2,796,064
Furniture and fixtures		112,397		112,676
Leasehold improvements		42,730		42,730
		2,691,191		2,951,470
Less: accumulated depreciation		1,781,411		2,075,215
Balance	$	909,780	$	876,255

Depreciation expense for the years ended March 31, 2017, 2016 and 2015 totaled $366,381, $280,702 and $249,683, respectively.

NOTE 6 — GOODWILL AND INTANGIBLE ASSETS

The carrying amount of goodwill was $496,226 at each of March 31, 2017 and 2016.

Intangible assets consist of the following:

	March 31,			
	2017		2016	
Definite life brands	$	170,000	$	170,000
Trademarks		631,693		631,693
Rights		8,271,555		8,271,555
Product development		186,668		185,207
Patents		994,000		994,000
Other		55,460		55,460
		10,309,376		10,307,915
Less: accumulated amortization		8,035,018		7,372,585
Net		2,274,358		2,935,330
Other identifiable intangible assets — indefinite lived*		4,112,972		4,112,972
	$	6,387,330	$	7,048,302

* Other identifiable intangible assets — indefinite lived consists of product formulations and the Company's relationships with its distillers.

Accumulated amortization consists of the following:

	March 31,			
	2017		2016	
Definite life brands	$	170,000	$	170,000
Trademarks		367,294		331,366
Rights		6,617,062		6,065,111
Product development		37,478		29,188

Patents	843,184	776,920
Accumulated amortization	$ 8,035,018	$ 7,372,585

Amortization expense for the years ended March 31, 2017, 2016 and 2015 totaled $663,712, $658,811 and $655,769, respectively.

Estimated aggregate amortization expense for each of the next five fiscal years is as follows:

Years ending March 31,		**Amount**
2018	$	246,884
2019		228,551
2020		190,384
2021		188,246
2022		183,769
Total	$	1,037,834

NOTE 7 — <u>RESTRICTED CASH</u>

At March 31, 2017 and 2016, the Company had €310,305 or $331,455 (translated at the March 31, 2017 exchange rate) and €303,890 or $345,076 (translated at the March 31, 2016 exchange rate), respectively, of cash restricted from withdrawal and held by a bank in Ireland as collateral for overdraft coverage, creditors' insurance, customs and excise guaranty and a revolving credit facility as described in Note 8A below.

NOTE 8 — <u>NOTES PAYABLE AND CAPITAL LEASE</u>

	March 31,			
		2017		**2016**
Notes payable consist of the following:				
Foreign revolving credit facilities (A)	$	—	$	—
Note payable – GCP note (B)		211,580		211,580
Credit facility (C)		13,133,124		12,088,594
5% Convertible notes (D)		1,675,000		1,675,000
11% Subordinated Note (E)		20,000,000		—
Total	$	35,019,704	$	13,975,174

A. The Company has arranged various credit facilities aggregating €310,305 or $331,455 (translated at the March 31, 2017 exchange rate) with an Irish bank, including overdraft coverage, creditors' insurance, customs and excise guaranty, a revolving credit facility and Company credit cards. These credit facilities are payable on demand, continue until terminated by either party, are subject to annual review, and call for interest at the lender's AA1 Rate minus 1.70%. The balance on the credit facilities included in notes payable totaled €0 at each of March 31, 2017 and 2016.

B. In December 2009, GCP issued a promissory note (the "GCP Note") in the aggregate principal amount of $211,580 to Gosling's Export (Bermuda) Limited in exchange for credits issued on certain inventory purchases. The GCP Note matures on April 1, 2020, is payable at maturity, subject to certain acceleration events, and calls for annual interest of 5%, to be accrued and paid at maturity. At each of March 31, 2017 and 2016, $10,579 of accrued interest was converted to amounts due to affiliates. At each of March 31, 2017 and 2016, $211,580 of principal due on the GCP Note was included in long-term liabilities.

C. In August 2011, the Company and CB-USA entered into a loan agreement with Keltic Financial Partners II, LP ("Keltic"), which, as amended, provides for availability (subject to certain terms and conditions) of a facility of up to $19.0 million (the "Credit Facility") for the purpose of providing the Company with working capital.

   In September 2014, the Company and CB-USA entered into an Amended and Restated Loan and Security Agreement (as amended, the "Amended Agreement") with ACF FinCo I LP ("ACF"), as successor in interest to Keltic, in order to amend certain terms of the Credit Facility and the Bourbon Term Loan (defined below). Among other changes, the Amended Agreement modified certain aspects of the existing Credit Facility, including increasing the maximum amount of the Credit Facility from $8,000,000 to $12,000,000 and increasing the inventory sub-limit from $4,000,000 to $6,000,000. In addition, the term of the Credit Facility was extended from December 31, 2016 to July 31, 2019. The Credit Facility interest rate is the rate that, when annualized, is the greatest of (a) the Prime Rate plus 3.00%, (b) the LIBOR Rate plus 5.50% and (c) 6.00%. As of March 31, 2017, the Credit Facility interest rate was 6.5%. The monthly facility fee is 0.75% per annum of the maximum Credit Facility. The Amended Agreement contains EBITDA targets allowing for further interest rate reductions in the future. The Company paid ACF an aggregate $120,000 amendment fee in connection with the execution of the Amended Agreement.

In connection with the amendment, the Company and CB-USA entered into the following ancillary agreements: (i) a Reaffirmation Agreement with (a) certain officers of the Company and CB-USA, including John Glover, the Company's Chief Operating Officer, T. Kelley Spillane, the Company's Senior Vice President - Global Sales, and Alfred J. Small, the Company's Senior Vice President, Chief Financial Officer, Treasurer and Secretary, (b) certain participants in the Bourbon Term Loan and (c) certain junior lenders to the Company, including Frost Gamma Investments Trust, an entity affiliated with Phillip Frost, M.D., a director and principal shareholder of the Company, Mark E. Andrews, III, a director of the Company and the Company's Chairman, an affiliate of Richard J. Lampen, a director of the Company and the Company's President and Chief Executive Officer, an affiliate of Glenn Halpryn, a former director of the Company, Dennis Scholl, a former director of the Company, and Vector Group Ltd., a more than 5% shareholder of the Company, of which Richard Lampen is an executive officer, Henry Beinstein, a director of the Company, and Phillip Frost M.D., a principal shareholder and director, which, among other things, reaffirms the existing Validity and Support Agreements by and among each officer, the Company, CB-USA and ACF, as successor-in-interest to Keltic; (ii) an Amended and Restated Term Note; and (iii) an Amended and Restated Revolving Credit Note.

In connection with the Amended Agreement, on September 22, 2014, ACF entered into an amendment to that certain Subordination Agreement, dated as of August 7, 2013 (as amended, the "Subordination Agreement"), by and among ACF, as successor-in-interest to Keltic, and certain junior lenders to the Company; neither the Company nor CB-USA is a party to the Subordination Agreement.

In August 2015, the Company and CB-USA entered into a First Amendment (the "Loan Agreement Amendment") to the Amended Agreement. Among other changes, the Loan Agreement Amendment increased the amount of the Credit Facility from $12,000,000 to $19,000,000, including a sublimit in the maximum principal amount of $7,000,000 to permit the Company to acquire aged whiskey inventory (the "Purchased Inventory Sublimit") subject to certain conditions set forth in the Amended Agreement. The maturity date remained unchanged at July 31, 2019. The Company and CB-USA are permitted to prepay the Credit Facility in whole or the Purchased Inventory Sublimit, in whole or in part, subject to certain prepayment penalties as set forth in the Loan Agreement Amendment. The Purchased Inventory Sublimit replaces the Bourbon Term Loan, which was paid in full in the normal course of business. The Purchased Inventory Sublimit interest rate is the rate that, when annualized, is the greatest of (a) the Prime Rate plus 4.25%, (b) the LIBOR Rate plus 6.75% and (c) 7.50%. As of March 31, 2017, the interest rate applicable to the Purchased Inventory Sublimit was 8.25%. The monthly facility fee remains 0.75% per annum of the maximum principal amount of the Credit Facility (excluding the Purchased Inventory Sublimit). Also, the Company must pay a monthly facility fee of $2,000 with respect to the Purchased Inventory Sublimit until all obligations with respect thereof are fully paid and performed. The Company paid ACF an aggregate $45,000 commitment fee in connection with the Loan Agreement Amendment.

In connection with the Loan Agreement Amendment, the Company and CB-USA entered into the following ancillary agreements: (i) a Reaffirmation Agreement with (a) certain officers of the Company and CB-USA, including John Glover, T. Kelley Spillane and Alfred J. Small and (b) certain junior lenders to the Company, including Frost Gamma Investments Trust, Mark E. Andrews, III, an affiliate of Richard J. Lampen, an affiliate of Glenn Halpryn, Dennis Scholl and Vector Group Ltd., which, among other things, reaffirms the existing Validity and Support Agreements by and among each officer, the Company, CB-USA and ACF and (ii) an Amended and Restated Revolving Credit Note.

ACF also required as a condition to entering into the Loan Agreement Amendment that ACF enter into a participation agreement with certain related parties of the Company, including Frost Gamma Investments Trust, Mark E. Andrews, III, Richard J. Lampen and Alfred J. Small, to allow for the sale of participation interests in the Purchased Inventory Sublimit and the inventory purchased with the proceeds thereof. The participation agreement provides that ACF's commitment to fund each advance of the Purchased Inventory Sublimit shall be limited to seventy percent (70%), up to an aggregate maximum principal amount for all advances equal to $4,900,000. Neither the Company nor CB-USA is a party to the participation agreement. However, the Company and CB-USA are party to a fee letter with the junior participants (including the related party junior participants) pursuant to which the Company and CB-USA were obligated to pay the junior participants a closing fee of $18,000 on the effective date of the Loan Agreement Amendment and are obligated to pay a commitment fee of $18,000 on each anniversary of the effective date until the junior participants' obligations are terminated pursuant to the participation agreement.

The Company and CB-USA are referred to individually and collectively as the Borrower. Pursuant to the Loan Agreement Amendment, the Company and CB-USA may borrow up to the lesser of (x) $19,000,000 and (y) the sum of the borrowing base calculated in accordance with the Amended Agreement and the Purchased Inventory Sublimit. For the year ended March 31, 2017, the Company paid interest at 6% through December 14, 2016, then 6.25% through March 15, 2017, then 6.5% through March 31, 2017 on the Amended Agreement. For the year ended March 31, 2016, the Company paid interest at 6% through August 9, 2015, then 5.75% through December 15, 2015, then 6% through March 31, 2016 on the Amended Agreement. For the year ended March 31, 2017, the Company paid interest at 7.75% through December 14, 2016, and then at 8.0% through March 15, 2017, then 8.25% through March 31, 2017 on the Purchased Inventory Sublimit. For the year ended March 31, 2016, the Company paid interest at 7.5% through December 15, 2015, and then at 7.75% through March 31, 2016 on the Purchased Inventory Sublimit. Interest is payable monthly in arrears, on the first day of every month on the average daily unpaid principal amount of the Credit Facility. After the occurrence and during the continuance of any "Default" or "Event of Default" (as defined under the Amended Agreement), the Borrower is required to pay interest at a rate that is 3.25% per annum above the then applicable Credit Facility interest rate. There have been no Events of Default under the Credit Facility. ACF also receives a collateral management fee of $1,000 per month (increased to $2,000 after the occurrence of and during the continuance of an Event of Default) in addition to the facility fee with respect to the Purchased Inventory Sublimit. The Amended Agreement contains standard borrower representations and warranties for asset-based borrowing and a number of reporting obligations and affirmative and negative covenants. The Amended Agreement includes negative covenants that, among other things, restrict the Borrower's ability to create additional indebtedness, dispose of properties, incur liens and make distributions or cash dividends. The obligations of the Borrower under the Loan Agreement Amendment are secured by the grant of a pledge and security interest in all of the assets of the Borrower. At March 31, 2017, the Company was in compliance, in all respects, with the covenants under the Amended Agreement.

In August 2015, the Company used $3,000,000 of the Purchased Inventory Sublimit to acquire aged bourbon inventory. Frost Gamma Investments Trust ($150,000), Mark E. Andrews, III ($50,000), Richard J. Lampen ($100,000) and Alfred J. Small ($15,000) each acquired participation interests in the Purchased Inventory Sublimit and the inventory purchased with the proceeds thereof. In January 2017, the Company acquired $1,030,000 in aged bulk bourbon under the Purchased Inventory Sublimit with additional borrowings from certain related parties of the Company, including Frost Gamma Investments Trust ($51,500), Richard J. Lampen ($34,333), Mark E. Andrews, III ($17,167), Brian L. Heller ($14,592), and Alfred J. Small ($5,150), as junior participants in the Purchased Inventory Sublimit with respect to such purchase. Under the terms of the participation agreement, the participants receive interest at the rate of 11% per annum.

At March 31, 2017 and 2016, $13,133,124 and $12,088,594, respectively, due on the Credit Facility was included in long-term liabilities. At March 31, 2017 and 2016, there was $5,866,876 and $6,911,406, respectively, in potential availability under the Credit Facility. In connection with the adoption of ASU 2015-03, the Company included $100,049 and $170,895 of debt issuance costs at March 31, 2017 and 2016, respectively, as direct deductions from the carrying amount of the related debt liability.

D. In October 2013, the Company entered into a 5% Convertible Subordinated Note Purchase Agreement (the "Note Purchase Agreement") with the purchasers party thereto, under which the Company issued an aggregate initial principal amount of $2,125,000 of unsecured subordinated notes (the "Convertible Notes"). The Convertible Notes bear interest at a rate of 5% per annum, payable quarterly, until their maturity date of December 15, 2018. The Convertible Notes, and accrued but unpaid interest thereon, are convertible in whole or in part from time to time at the option of the holders thereof into shares of the Company's common stock at a conversion price of $0.90 per share (the "Conversion Price"). The Convertible Notes may be prepaid in whole or in part at any time without penalty or premium, but with payment of accrued interest to the date of prepayment. The Convertible Notes contain customary events of default, which, if uncured, entitle each note holder to accelerate the due date of the unpaid principal amount of, and all accrued and unpaid interest on, the Convertible Notes.

The purchasers of the Convertible Notes included related parties of the Company, including an affiliate of Dr. Phillip Frost ($500,000), Mark E. Andrews, III ($50,000), an affiliate of Richard J. Lampen ($50,000), an affiliate of Glenn Halpryn ($200,000), Dennis Scholl ($100,000), and Vector Group Ltd. ($200,000).

The Company may forcibly convert all or any part of the Convertible Notes and all accrued but unpaid interest thereon if (i) the average daily volume of the Company's common stock (as reported on the principal market or exchange on which the common stock is listed or quoted for trading) exceeds $50,000 per trading day and (ii) the volume weighted average price of the common stock for at least twenty (20) trading days during any thirty (30) consecutive trading day period exceeds 250% of the then-current Conversion Price. Any forced conversion will be applied ratably to the holders of all Convertible Notes issued pursuant to the Note Purchase Agreement based on each holder's then-current note holdings.

In connection with the Note Purchase Agreement, each purchaser of the Convertible Notes was required to execute a joinder to the subordination agreement, by and among ACF and certain other junior lenders to the Company; the Company is not a party to the Subordination Agreement.

At each of March 31, 2017 and 2016, $1,675,000 of principal due on the Convertible Notes was included in long-term liabilities, respectively.

E. In March 2017, the Company issued a promissory note to Frost Nevada Investments Trust (the "Holder"), an entity affiliated with Phillip Frost, M.D., in the aggregate principal amount of $20,000,000 (the "Subordinated Note"). The purpose of Company's issuance of the Subordinated Note was to finance the GCP Share Acquisition. The Subordinated Note bears interest quarterly at the rate of 11% per annum. The principal and interest incurred thereon shall be due and payable in full on March 15, 2019. All claims of the Holder to principal, interest and any other amounts owed under the Subordinated Note are subordinated in right of payment to all indebtedness of the Company existing as of the date of the Subordinated Note. The Subordinated Note contains customary events of default and may be prepaid by the Company, in whole or in part, without penalty, at any time.

Payments due on notes payable are as follows:

Years ending March 31,	**Amount**
2018	$ —
2019	21,675,000
2020	13,133,124
2021	211,580
Thereafter	—
Total	$ 35,019,704

NOTE 9 — EQUITY

Equity distribution agreement — In November 2014, the Company entered into an Equity Distribution Agreement (the "2014 Distribution Agreement") with Barrington Research Associates, Inc. ("Barrington"), as sales agent, under which the Company may issue and sell over time and from time to time, to or through Barrington, shares (the "Shares") of its common stock having a gross sales price of up to $10,000,000.

Sales of the Shares pursuant to the 2014 Distribution Agreement, if any, may be effected by any method permitted by law deemed to be an "at-the-market" offering as defined in Rule 415 of the Securities Act of 1933, as amended, including without limitation directly on the NYSE MKT LLC or any other existing trading market for the common stock or through a market maker, up to the amount specified, and otherwise to or through Barrington in accordance with the placement notices delivered by the Company to Barrington. Also, with the prior consent of the Company, some of the Shares may be sold in privately negotiated transactions. Under the 2014 Distribution Agreement, Barrington will be entitled to compensation of 2.0 % of the gross proceeds from the sale of all of the Shares sold through Barrington, as sales agent, pursuant to the 2014 Distribution Agreement. Also, the Company will reimburse Barrington for certain expenses incurred in connection with the matters contemplated by the 2014 Distribution Agreement, up to an aggregate of $50,000, plus up to an additional $7,500 per calendar quarter related to ongoing maintenance; provided, however, that such reimbursement amount shall not exceed 8% of the aggregate gross proceeds received by the Company under the 2014 Distribution Agreement.

During the year ended March 31, 2017, no shares were issued under the 2014 Distribution Agreement. As of March 31, 2017, Shares having a gross sales price of up to approximately $4.7 million remained available for issuance pursuant to the 2014 Distribution Agreement.

During the year ended March 31, 2016, the Company sold 2,119,282 Shares pursuant to the 2014 Distribution Agreement, with total gross proceeds of $3,251,989, before deducting sales agent and issuance costs of $124,876.

From November 2014 through March 31, 2015, the Company sold 1,290,581 Shares pursuant to the 2014 Distribution Agreement, with total gross proceeds of $2,088,674, before deducting sales agent and offering expenses of $122,149.

In November 2013, the Company entered into an Equity Distribution Agreement (the "2013 Distribution Agreement") with Barrington, as sales agent, under which the Company could issue and sell over time and from time to time, to or through Barrington, Shares of its common stock having a gross sales price of up to $6.0 million.

In the three months ended June 30, 2014, the Company sold 1,247,343 Shares pursuant to the 2013 Distribution Agreement, with total gross proceeds of $1,231,241, before deducting sales agent and offering expenses of $64,198. No Shares were sold in the nine-month period from July 1, 2014 through March 31, 2015 under the 2013 Distribution Agreement.

The 2013 Distribution Agreement expired in August 2014 upon the expiration of the Company's Registration Statement on Form S-3 under which the shares were sold.

Convertible Notes conversion - In the year ended March 31, 2015, Convertible Note holders converted $450,000 of Convertible Notes and $1,417 of accrued interest thereon into 501,574 shares of common stock.

Subsidiary dividend - In September 2015, GCP declared and paid a $1,500,000 cash dividend to its shareholders. The Company allocated 40% of this dividend, or $600,000, to non-controlling interests. No dividends were declared or paid in the year ended March 31, 2015.

GCP Acquisition - As described in Note 4, in March 2017, the Company issued 1,800,000 shares of Common Stock to the Sellers in connection with the GCP Acquisition.

NOTE 10 — FOREIGN CURRENCY FORWARD CONTRACTS

The Company enters into forward contracts from time to time to reduce its exposure to foreign currency fluctuations. The Company recognizes in the balance sheet derivative contracts at fair value, and reflects any net gains and losses currently in earnings. At March 31, 2017 and 2016, the Company had no forward contracts outstanding. Gain or loss on foreign currency forward contracts, which was de minimis during the periods presented, is included in other income and expense.

NOTE 11 — PROVISION FOR INCOME TAXES

The Company accounts for taxes in accordance with ASC 740, "Income Taxes", which requires the recognition of tax benefits or expense on the temporary differences between the tax basis and book basis of its assets and liabilities. Deferred tax assets and liabilities are measured using the enacted tax rates expected to apply to taxable income in the years in which those differences are expected to be recovered or settled.

The Company's income tax expense for the years ended March 31, 2017, 2016 and 2015 consists primarily of federal and state and local taxes attributable to GCP, which does not file a consolidated income tax return with the Company. Effective with the acquisition of the additional 20.1% of GCP as described in Note 4, GCP will file as part of the U.S. federal consolidated income tax group for periods subsequent to the acquisition.

The components of income before the provision (benefit) for income taxes are as follows:

	Year Ended March 31, 2017	Year Ended March 31, 2016	Year Ended March 31, 2015
Domestic Operations	$ 945,985	$ (385,672)	$ (2,285,380)
Foreign Operations	(251,663)	129,814	90,466

Total	$	694,322	$	(255,858)	$	(2,194,914)

The provision (benefit) for income taxes is comprised of the following:

	Year Ended March 31, 2017	Year Ended March 31, 2016	Year Ended March 31, 2015
Current provision (benefit)			
Federal	$ 1,617,000	$ 1,183,000	$ 608,589
State	(784,000)	397,000	382,232
Foreign	-	-	-
Total current provision (benefit)	$ 833,000	$ 1,580,000	$ 990,821
Deferred provision (benefit)			
Federal	$ (540,000)	$ (148,152)	$ 214,958
State	9,702	19,000	73,220
Foreign	(115,000)	-	-
Total deferred provision (benefit)	$ (645,298)	$ (129,152)	$ 288,178
Total provision (benefit)			
Federal	$ 1,077,000	$ 1,034,848	$ 823,547
State	(774,298)	416,000	455,452
Foreign	(115,000)	-	-
Total provision (benefit)	$ 187,702	$ 1,450,848	$ 1,278,999

The effective income tax rate varies from the current statutory federal income tax rate of 34% as follows:

	Years ended March 31,		
	2017	2016	2015
	%	%	%
Computed expected tax benefit, at 34%	(34.00)	(34.00)	(34.00)
Permanent items	(29.70)	176.0	3.10
Share based compensation	(48.46)	0.00	0.00
Change in valuation allowance*	73.68	371.5	81.8
Effect of foreign operations	(67.87)	12.20	1.8
Increase in unrecognized tax benefit	(1.65)	0.00	0.00
Intercompany profit	0.0	13.90	2.60
Other	(2.34)	0.0	0.0
State and local taxes, net of federal benefit	83.31	27.5	3.0
Effective tax rate	(27.03)%	567.10%	58.30%

*Change in valuation allowance includes state NOL and deferred tax true-ups.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting and tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows:

	March 31,	
	2017	2016
Deferred income tax assets:		
Foreign currency transactions	$ -	$ 144,000
Accounts receivable	112,000	103,000
Inventory	1,204,000	857,000
Share based compensation	665,000	679,000
U.S. federal and state net operating losses	29,374,000	33,585,000
Foreign net operating losses	1,511,000	2,003,000
Other	245,000	2,000
Total gross assets	33,111,000	37,373,000
Less: Valuation allowance	(32,621,000)	(37,355,000)
Total deferred tax asset	$ 490,000	$ 18,000
Deferred income tax liability:		
Intangible assets	$ (994,000)	$ (1,222,000)
Fixed assets	(6,000)	-
Other	(48,766)	-

Total deferred tax liability	(1,048,766)	(1,222,000)
Net deferred tax liability	$ (558,766)	$ (1,204,000)

In assessing the realizability of deferred tax assets, management considers whether it is more-likely-than-not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income in those periods in which temporary differences become deductible and/or net operating loss carryforwards can be utilized. The Company considers the level of historical taxable income, scheduled reversal of temporary differences, tax planning strategies and projected future taxable income in determining whether a valuation allowance is warranted. Based on historic operating losses and projected future income, the Company concluded that its net deferred tax assets are not realizable on a more-likely-than-not basis. As such, the Company maintained a full valuation allowance against its net deferred tax assets. The Company's valuation allowance decreased by $4,734,000 during fiscal 2017.

In accordance with ASC 350-10, the Company does not amortize indefinite lived-intangible assets for financial reporting purposes. The deferred tax liability of $559,000 relates to the tax effects of differences between the financial reporting and tax basis of intangible assets.

As of March 31, 2017, the Company had U.S. federal net operating loss carryforwards of approximately $83,446,000 for U.S. tax purposes, which expire in Fiscal 2023 through 2037, if not utilized. The annual utilization of the net operating loss carryforwards may be limited in future years due to the “change in ownership provisions” set forth in Section 382 of the Internal Revenue Code. The Company also has Irish net operating loss carryforwards of approximately $12,092,000, which have an indefinite life.

As of March 31, 2017, the Company has not provided for U.S. federal and foreign withholding taxes on any excess of financial reporting over the tax basis of investments in foreign subsidiaries, as such earnings are indefinitely reinvested overseas. Generally, such amounts become subject to U.S. taxation upon the remittance of dividends and under certain other circumstances. Due to the complexities of the tax laws and assumptions that would have to be made, it is not practicable to estimate the amounts of income tax provisions that may be required.

A reconciliation of the beginning and ending amount of unrecognized tax benefits, excluding interest and penalties, is as follows:

Balance at March 31, 2016	$	-
Additions based on tax positions taken in the current and prior years		18,000
Settlements		-
Decreases based on tax positions taken in prior years		-
Other		-
Balance at March 31, 2017	$	18,000

Of the amounts reflected above at March 31, 2017, the entire amount would reduce our effective tax rate if recognized. The Company records accrued interest and penalties related to income tax matters in general and administrative expenses. For the year ended March 31, 2017, interest and penalties on unrecognized tax benefits were $2,000. The Company does not believe that the amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

Tax years 2013 through 2017 remain open to examination by federal and state tax jurisdictions. The Company has various foreign subsidiaries for which tax years 2011 through 2017 remain open to examination in certain foreign tax jurisdictions.

NOTE 12 — STOCK-BASED COMPENSATION

Stock Incentive Plan — In July 2003, the Company implemented the 2003 Stock Incentive Plan (the “2003 Plan”), which provides for awards of incentive and non-qualified stock options, restricted stock and stock appreciation rights for its officers, employees, consultants and directors to attract and retain such individuals. Stock option grants under the Plan are granted with an exercise price at or above the fair market value of the underlying common stock at the date of grant, generally vest over a three to five year period and expire ten years after the grant date.

As established, there were 2,000,000 shares of common stock available for distribution under the 2003 Plan. In January 2009, the Company’s shareholders approved an amendment to the 2003 Plan to increase the number of shares available under the 2003 Plan from 2,000,000 to 12,000,000 and to establish the maximum number of shares issuable to any one individual in any particular year. As of August 2013, no new awards may be issued under the 2003 Plan.

In October 2012, the Company’s shareholders approved the 2013 Incentive Compensation Plan (“2013 Plan”) which provides for an aggregate of 10,000,000 shares of the Company’s stock for awards of incentive and non-qualified stock options, restricted stock and stock appreciation rights for its officers, employees, consultants and directors to attract and retain such individuals. In February 2017, the Company’s shareholders approved an amendment to the 2013 Plan to increase the number of shares available under the 2013 Plan from 10,000,000 to 20,000,000. As of March 31, 2017, 8,289,000 shares had been issued under the 2013 Plan, with 11,711,000 shares remaining available for issuance.

Stock-based compensation expense for the years ended March 31, 2017, 2016 and 2015 amounted to $1,577,994, $1,370,556 and $787,710, respectively, of which $495,775, $493,666 and $178,137, respectively, is included in selling expense and $1,082,219, $876,890 and $609,573, respectively, is included in general and administrative expense for the years ended March 31, 2017, 2016 and 2015, respectively. At March 31, 2017, total unrecognized compensation cost amounted to approximately $3,348,495, representing 6,546,375 unvested options. This cost is expected to be recognized over a weighted-average period of 2.35 years. There were 671,028, 1,079,602 and 677,127 options exercised during the years ended March 31, 2017, 2016 and 2015, respectively. The Company did not recognize any related tax benefit for the years ended March 31, 2017, 2016 and 2015, as the effects were de minimis.

Stock Options — A summary of the options outstanding under the 2003 and 2013 Plans is as follows:

	Years ended March 31,					
	2017		2016		2015	
	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
Outstanding at beginning of year	13,508,086	$ 0.79	11,988,188	$ 0.58	11,174,007	$ 0.51
Granted	3,280,000	0.91	2,622,500	1.63	2,525,000	1.04
Exercised	(671,028)	0.37	(1,079,602)	0.35	(677,127)	0.33
Forfeited	(318,500)	3.44	(23,000)	4.30	(1,033,692)	1.10
Outstanding and expected to vest at end of period	15,798,558	$ 0.78	13,508,086	$ 0.79	11,988,188	$ 0.58
Exercisable at period end	9,285,121	$ 0.55	7,931,813	$ 0.53	7,064,133	$ 0.49
Weighted average fair value of grants during the period		$ 0.57		$ 1.07		$ 0.65

The following table summarizes activity pertaining to options outstanding and exercisable at March 31, 2017:

	Options Outstanding		Options Exercisable		
Range of Exercise Prices	Shares	Weighted Average Remaining Life in Years	Shares	Weighted Average Exercise Price	Aggregate Intrinsic Value
$0.01 — $0.25	303,100	1.48	303,100	$ 0.22	$ 403,354
$0.26 — $0.40	7,132,458	4.32	6,783,396	0.34	8,223,876
$0.41 — $1.00	5,299,500	8.40	1,137,250	0.98	644,688
$1.01 — $1.50	586,000	7.88	391,000	1.24	121,620
$1.51 — $2.00	2,471,500	7.99	664,375	1.69	—
$6.01 — $7.00	6,000	0.22	6,000	6.93	—
	15,798,558	6.34	9,285,121	$ 0.55	$ 9,393,538

Total stock options exercisable as of March 31, 2017 were 9,285,121. The weighted average exercise price of these options was $0.55. The weighted average remaining life of the options outstanding was 6.33 years and of the options exercisable was 4.87 years.

The following summarizes activity pertaining to the Company's unvested options for the years ended March 31, 2017, 2016 and 2015:

	Shares	Weighted Average Exercise Price
Unvested at March 31, 2014	5,662,560	$ 0.32
Granted	2,525,000	1.04
Canceled or expired	(954,083)	0.44
Vested	(2,309,422)	0.41
Unvested at March 31, 2015	4,924,055	$ 0.70
Granted	2,622,500	1.63
Canceled or expired	(12,000)	0.97
Vested	(1,958,282)	0.70
Unvested at March 31, 2016	5,576,273	$ 1.17
Granted	3,280,000	0.91
Canceled or expired	(138,250)	0.55
Vested	(2,171,648)	0.94
Unvested at March 31, 2017	6,546,375	$ 1.11

The fair value of each award under the 2003 and 2013 Plans is estimated on the grant date using the Black-Scholes option pricing model and is affected by assumptions regarding a number of complex and subjective variables. The use of an option pricing model also requires the use of a number of complex assumptions including expected volatility, risk-free interest rate, expected dividends, and expected term. Expected volatility is based on the Company's historical volatility and the volatility of a peer group of companies over the expected life of the option. The expected term and vesting of the options represents the estimated period of time until exercise. The expected term was determined using the simplified method available under current guidance. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for the expected term of the option. The Company has not paid dividends on its common stock in the past and does not plan to pay any dividends on its common stock in the near future. Current authoritative guidance also requires the Company to estimate forfeitures at the time of grant and revise these estimates, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The Company estimates forfeitures based on its expectation of future experience while considering its historical experience.

The fair value of options at grant date was estimated using the Black-Scholes option pricing model utilizing the following weighted average assumptions:

	March 31,		
	2017	**2016**	**2015**
Risk-free interest rate	1.37% - 1.89%	1.39% - 1.81%	1.47% - 1.76%
Expected option life in years	5.5 - 6.25	5.5 - 6.25	5.5 - 6.25
Expected stock price volatility	68% - 69%	70% - 73%	74% - 77%
Expected dividend yield	0%	0%	0%

Employee Stock Purchase Plan - In February 2017, the Company's shareholders approved the 2017 Employee Stock Purchase Plan ("2017 ESPP") which provides for an aggregate of 3,000,000 shares of the Company's stock reserved for issuance over the term of the 2017 ESPP. The purpose of the 2017 ESPP is to provide incentives for present and future employees of the Company and any designated subsidiary to acquire a proprietary interest in the Company through the purchase of shares of the Company's common stock. As of March 31, 2017, no shares had been acquired under the 2017 ESPP.

NOTE 13 — RELATED PARTY TRANSACTIONS

A. Pallini S.p.A. ("Pallini"), as successor in interest to I.L.A.R. S.p.A., is a shareholder in the Company and one of the officers of Pallini served as a director of the Company until March 26, 2015. In January 2011, CB-USA entered into an agreement ("New Agreement") with Pallini regarding the importation and distribution of certain Pallini brand products. The terms of the New Agreement were effective as of April 1, 2010.

   Pallini is no longer a related party effective April 1, 2015. For the year ended March 31, 2015, the Company purchased goods from Pallini for $3,840,446.

B. In November 2008, the Company entered into a management services agreement with Vector Group Ltd., a more than 5% shareholder, under which Vector Group agreed to make available to the Company the services of Richard J. Lampen, Vector Group's executive vice president, effective October 11, 2008 to serve as the Company's president and chief executive officer and to provide certain other financial and accounting services, including assistance with complying with Section 404 of the Sarbanes-Oxley Act of 2002. In consideration for such services, the Company agreed to pay Vector Group an annual fee of $100,000, plus any direct, out-of-pocket costs, fees and other expenses incurred by Vector Group or Mr. Lampen in connection with providing such services, and to indemnify Vector Group for any liabilities arising out of the provision of the services. The agreement is terminable by either party upon 30 days' prior written notice. For the years ended March 31, 2017, 2016 and 2015, Vector Group was paid $110,846, $85,396 and $135,475, respectively, under this agreement. These charges have been included in general and administrative expense.

C. In November 2008, the Company entered into an agreement to reimburse Ladenburg Thalmann Financial Services Inc. ("LTS") for its costs in providing certain administrative, legal and financial services to the Company. For the years ended March 31, 2017, 2016 and 2015, LTS was paid $128,625, $131,054 and $210,875, respectively, under this agreement. Mr. Lampen, the Company's president and chief executive officer and a director, is the president and chief executive officer and a director of LTS and four other directors of the Company serve as directors of LTS, including Phillip Frost, M.D. who is the Chairman and principal shareholder of LTS.

D. As described in Note 8C, in March 2013, the Company entered into a Participation Agreement with certain related parties. As described in Notes 8D and 8E, in October 2013 and March 2017, the Company entered into various notes with certain related parties.

E. As described in Note 4 in March 2017, the Company issued 1,800,000 shares of Common Stock to the Sellers and paid $20,000,000 to the Sellers in connection with the GCP Acquisition.

NOTE 14 — COMMITMENTS AND CONTINGENCIES

A. The Company has entered into a supply agreement with an Irish distiller ("Irish Distillery"), which provides for the production of blended Irish whiskeys for the Company until the contract is terminated by either party in accordance with the terms of the agreement. The Irish Distillery may terminate the contract if it provides at least six years prior notice to the Company, except for breach. Under this agreement, the Company provides the Irish Distillery with a forecast of the estimated amount of liters of pure alcohol it requires for the next four fiscal contract years and agrees to purchase 90% of that amount, subject to certain annual adjustments. For the contract year ending June 30, 2017, the Company has contracted to purchase approximately €900,386 or $961,756 (translated at the March 31, 2017 exchange rate) in bulk Irish whiskey, of which €837,164, or $894,225, has been purchased as of March 31, 2017. For the contract year ending June 30, 2018, the Company has contracted to purchase approximately €1,017,189 or $1,086,520 (translated at the March 31, 2017 exchange rate) in bulk Irish whiskey. The Company is not obligated to pay the Irish Distillery for any product not yet received. During the term of this supply agreement, the Irish Distillery has the right to limit additional purchases above the commitment amount.

B. The Company has also entered into a supply agreement with the Irish Distillery, which provides for the production of single malt Irish whiskeys for the Company until the contract is terminated by either party in accordance with the terms of the agreement. The Irish Distillery may terminate the contract if it provides at least thirteen years prior notice to the Company, except for breach. Under this agreement, the Company provides the Irish Distillery with a forecast of the estimated amount of liters of pure alcohol it requires for the next twelve fiscal contract years and agrees to purchase 80% of that amount, subject to certain annual adjustments. For the contract year ending June 30, 2017, the Company has contracted to purchase approximately €394,961 or $421,882 (translated at the March 31, 2017 exchange rate) in bulk Irish whiskey, of which €313,081, or $334,421, has been purchased as of March 31, 2017. For the year ending June 30, 2018, the Company has contracted to purchase approximately €442,274 or $472,420 (translated at the March 31, 2017 exchange rate) in bulk Irish whiskey. The Company is not obligated to pay the Irish Distillery for any product not yet received. During the term of this supply agreement, the Irish Distillery has the right to limit additional purchases above the commitment amount.

C. The Company has entered into a supply agreement with a bourbon distiller, which provides for the production of newly distilled bourbon whiskey through December 31, 2019. Under this agreement, the distiller provides the Company with an agreed upon amount of original proof gallons of newly distilled bourbon whiskey, subject to certain annual adjustments. For the contract year ended December 31, 2016, the Company contracted and purchased approximately $2,053,750 in newly distilled bourbon. For the contract year ending December 31, 2017, the Company originally contracted to purchase approximately $2,464,500 in newly distilled bourbon, none of which had been purchased as of March 31, 2017. The Company is not obligated to pay the distiller for any product not yet received. During the term of this supply agreement, the distiller has the right to limit additional purchases to ten percent above the commitment amount. In March 2017, the distiller notified the Company of its intent to terminate the contract under its terms after the 2017 contract year, and to limit the purchase amount for the 2017 contract year to the 2016 contract year amount.

D. The Company has a distribution agreement with an international supplier to be the sole-producer of Celtic Honey, one of the Company's products, for an indefinite period.

E. The Company leases office space in New York, NY, Dublin, Ireland and Houston, TX. The New York, NY lease began on May 1, 2010 and expires on February 29, 2020 and provides for monthly payments of $26,255. The Dublin lease commenced on March 1, 2009 and extends through October 31, 2019 and provides for monthly payments of €1,500 or $1,602 (translated at the March 31, 2017 exchange rate). The Houston, TX lease commenced on April 27, 2015 and extends through June 26, 2018 and provides for monthly payments of $3,440. The Company has also entered into non-cancelable operating leases for certain office equipment.

Future minimum lease payments for leases with initial or remaining terms in excess of one year are as follows:

Years ending March 31,		**Amount**
2018	$	384,994
2019		360,982
2020		321,514
Total	$	1,067,490

In addition to the above annual rental payments, the Company is obligated to pay its pro-rata share of utility and maintenance expenses on the leased premises. Rent expense under operating leases amounted to approximately $477,460, $335,047 and $359,714 for the years ended March 31, 2017, 2016 and 2015, respectively, and is included in general and administrative expense.

F. As described in Note 8C, in August 2011, the Company and CB-USA entered into the Credit Facility, as amended in July 2012, March 2013, August 2013, November 2013, August 2014, September 2014 and August 2015.

G. Except as set forth below, the Company believes that neither it nor any of its subsidiaries is currently subject to litigation which, in the opinion of management after consultation with counsel, is likely to have a material adverse effect on the Company.

The Company may become involved in litigation from time to time relating to claims arising in the ordinary course of its business. These claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources.

NOTE 15 — CONCENTRATIONS

A. Credit Risk — The Company maintains its cash and cash equivalents balances at various large financial institutions that, at times, may exceed federally and internationally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk.

B. Customers — Sales to one customer, the Southern Glazer's Wine and Spirits of America, Inc. family of companies, accounted for approximately, 36.6%, 39.9% and 29.7% of the Company's net sales for the years ended March 31, 2017, 2016 and 2015, respectively, and approximately 29.3% and 38.6% of accounts receivable at March 31, 2017 and 2016, respectively.

NOTE 16 — GEOGRAPHIC INFORMATION

The Company operates in one reportable segment — the sale of premium beverage alcohol. The Company's product categories are rum, whiskey, liqueurs, vodka, tequila and ginger beer, a related non-alcoholic beverage product. The Company reports its operations in two geographic areas: International and United States.

The consolidated financial statements include revenues and assets generated in or held in the U.S. and foreign countries. The following table sets forth the amounts and percentage of consolidated sales, net, consolidated income from operations, consolidated net income (loss) attributable to common shareholders, consolidated income tax expense and consolidated assets from the U.S. and foreign countries and consolidated sales, net by category.

	Years ended March 31,					
	2017		2016		2015	
Consolidated Sales, net:						
International	$ 7,528,766	9.7%	$ 9,302,134	12.9%	$ 7,938,393	13.8%
United States	69,740,365	90.3%	62,918,234	87.1%	49,519,028	86.2%
Total Consolidated Sales, net	$ 77,269,131	100.0%	$ 72,220,368	100.0%	$ 57,457,421	100.0%
Consolidated Income (Loss) from Operations:						
International	$ (210,100)	(11.0)%	$ (34,268)	(3.4)%	$ 17,172	(1.6)%
United States	2,115,099	111.0%	1,039,815	103.4%	(1,095,077)	101.6%
Total Consolidated Income (Loss) from Operations	$ 1,904,999	100.0%	$ 1,005,547	100.0%	$ (1,077,905)	100.0%
Consolidated Net Loss Attributable to Common Shareholders:						
International	$ (109,164)	12.8%	$ 11,490	(0.5)%	$ (101,453)	2.7%
United States	(743,449)	87.2%	(2,527,858)	100.5%	(3,698,289)	97.3%
Total Consolidated Net Loss Attributable to Common Shareholders	$ (852,613)	100.0%	$ (2,516,368)	100.0%	$ (3,799,742)	100.0%
Income tax (expense), net:						
United States	$ (187,702)	100.0%	$ (1,450,848)	100.0%	$ (1,278,999)	100.0%
Consolidated Sales, net by category:						
Whiskey	$ 28,339,770	36.7%	$ 26,009,839	36.0%	$ 19,147,028	33.3%
Rum	18,759,610	24.3%	$ 18,858,554	26.1%	$ 16,998,034	29.6%
Liqueurs	8,386,705	10.9%	8,567,121	11.9%	8,756,376	15.2%
Vodka	1,569,004	2.0%	2,364,429	3.3%	2,413,994	4.2%
Tequila	210,012	0.3%	198,330	0.3%	208,845	0.4%
Ginger beer	20,004,029	25.9%	16,222,095	22.5%	9,933,144	17.3%
Total Consolidated Sales, net	$ 77,269,131	100.0%	$ 72,220,368	100.0%	$ 57,457,421	100.0%

	As of March 31,			
	2017		2016	
Consolidated Assets:				
International	$ 3,234,536	6.0%	$ 2,786,333	5.7%
United States	51,107,608	94.0%	45,824,050	94.43%
Total Consolidated Assets	$ 54,342,144	100.0%	$ 48,610,383	100.0%

NOTE 17 — QUARTERLY FINANCIAL DATA (unaudited)

	1st	2nd	3rd	4th
Fiscal 2017:				
Sales, net	$ 16,750,925	$ 19,627,791	$ 18,309,539	$ 22,580,876
Gross profit	6,716,115	7,727,260	7,670,240	9,586,742
Net (loss) income	$ (595,703)	$ (489,854)	$ 892,364	$ 699,725
Net (income) attributable to noncontrolling interests	(170,116)	(210,856)	(469,798)	(508,375)
Net (loss) income attributable to common Stockholders	$ (765,819)	$ (700,710)	$ 422,566	$ 191,350
Net (loss) income per common share, basic, attributable to common shareholders	$ (0.00)	$ (0.00)	$ 0.00	$ 0.00
Net (loss) income per common share, diluted, attributable to common shareholders	$ (0.00)	$ (0.00)	$ 0.00	$ 0.00
Weighted average shares used in computation, basic, attributable to common shareholders	160,521,947	160,698,696	160,963,862	161,065,685
Weighted average shares used in computation, diluted, attributable to common shareholders	160,521,947	160,698,696	165,245,935	165,878,218

	1st	2nd	3rd	4th
Fiscal 2016:				
Sales, net	$ 16,513,079	$ 18,536,509	$ 17,207,372	$ 19,963,408
Gross profit	6,627,314	7,056,402	6,702,095	8,167,759
Net (loss) income	$ (850,144)	$ (682,057)	$ (595,911)	$ 421,406
Net (income) loss attributable to noncontrolling interests	(273,518)	(329,214)	(211,792)	4,862
Net (loss) income attributable to common stockholders	$ (1,123,662)	$ (1,011,271)	$ (807,703)	$ 426,268
Net (loss) income per common share, basic, attributable to common shareholders	$ (0.01)	$ (0.01)	$ (0.01)	$ 0.00
Net (loss) income per common share, diluted, attributable to common shareholders	$ (0.01)	$ (0.01)	$ (0.01)	$ 0.00
Weighted average shares used in computation, basic, attributable to common shareholders	157,535,571	159,774,811	160,031,891	160,167,121
Weighted average shares used in computation, diluted, attributable to common shareholders	157,535,571	159,774,811	160,031,891	167,331,808

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

(a) ***Evaluation of Disclosure Controls and Procedures .***

The Company has established disclosure controls and procedures that are designed to ensure that information required to be disclosed in reports filed or submitted under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission and, as such, is accumulated and communicated to the Company's management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate to allow timely decisions regarding required disclosure. Management, together with our CEO and CFO, evaluated the effectiveness of the Company's disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act, as of March 31, 2017. Based on their evaluation, the CEO and CFO concluded that, due to a material weakness in our internal control over financial reporting as described below, our disclosure controls and procedures were not effective as of March 31, 2017. In light of the material weakness in internal control over financial reporting, we analyzed the underlying data used for the allocation of excise taxes and freight costs to inventory, prior to filing this Annual Report on Form 10-K.

These additional procedures have allowed us to conclude that, notwithstanding the material weakness in our internal control over financial reporting, the Consolidated Financial Statements included in this report fairly present, in all material respects, the Company's financial position, results of operations and cash flows for the periods presented in conformity with generally accepted accounting principles.

(b) ***Management's Report on Internal Control over Financial Reporting***

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Under the supervision and with the participation of our management, including the CEO and CFO, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of March 31, 2017 based upon Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO").

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

As of March 31, 2017, we did not maintain effective internal controls over the allocation of excise taxes and freight costs to inventory because certain internal controls over the reconciliation of excise taxes and freights costs allocated to inventory were not operating effectively.

The errors arising from the underlying deficiency are not material to the Consolidated Financial Statements reported in any interim or annual period and therefore, did not result in a revision to previously filed Consolidated Financial Statements. However, this control deficiency could result in a material misstatement to the annual or interim Consolidated Financial Statements that would not be prevented or detected in a timely manner. Accordingly, we have determined that this control deficiency constitutes a material weakness.

Because of this material weakness, management concluded that we did not maintain effective internal control over financial reporting as of March 31, 2017, based on criteria described in Internal Control - Integrated Framework (2013) issued by COSO.

The independent registered public accounting firm, EisnerAmper LLP, has issued an adverse audit report on the effectiveness of the Company's internal control over financial reporting as of March 31, 2017, which is included in this Form 10-K in Item 8, "Financial Statements and Supplementary Data."

(c) ***Remediation of the Material Weakness***

Since the identification of the material weakness, management has begun implementing a remediation plan to address the control deficiency underlying the material weakness. The remediation plan includes:

•Implementing specific reconciliation and review procedures on a quarterly as well as annual basis designed to ensure inventory is being accurately costed.

Management plans to have its enhanced review procedures in place and operating in the second quarter of the Company's fiscal year ending March 31, 2018. Management intends to remediate this material weakness by March 31, 2018, assuming the Company has sufficient opportunities to conclude, through testing, that the enhanced control is operating effectively.

(d) ***Changes in Internal Control over Financial Reporting***

There have been no changes in our internal control over financial reporting that occurred in the fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

(d) ***Report of Independent Registered Public Accounting Firm***

To the Board of Directors and Shareholders
Castle Brands Inc.

We have audited Castle Brands Inc. and subsidiaries (the "Company") internal control over financial reporting as of March 31, 2017, based on criteria established in the 2013 Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

An entity's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. An entity's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the entity; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the entity are being made only in accordance with authorizations of management and directors of the entity; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the entity's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a control deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment under Item 9A. The material weakness related to controls over the allocation of excise taxes and freight costs to inventory and was considered in determining the nature, timing, and extent of the audit tests applied in our audit of the March 31, 2017 financial statements, and this report does not affect our report dated June 14, 2017, on those financial statements.

In our opinion, because of the effect of the material weakness described above on the achievement of the objectives of the control criteria, Castle Brands Inc. has not maintained effective internal control over financial reporting as of March 31, 2017, based on criteria established in the 2013 Internal Control - Integrated Framework issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of the Company as of March 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended March 31, 2017, and our report dated June 14, 2017 expressed an unqualified opinion thereon.

/s/ EisnerAmper LLP

New York, New York
June 14, 2017

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

This information will be contained in our definitive proxy statement for our 2017 Annual Meeting of Shareholders, to be filed with the SEC not later than 120 days after the end of our fiscal year covered by this report, and incorporated herein by reference or, alternatively, by amendment to this Form 10-K under cover of Form 10-K/A no later than the end of such 120 day period.

Item 11. Executive Compensation

This information will be contained in our definitive proxy statement for our 2017 Annual Meeting of Shareholders, to be filed with the SEC not later than 120 days after the end of our fiscal year covered by this report, and incorporated herein by reference or, alternatively, by amendment to this Form 10-K under cover of Form 10-K/A no later than the end of such 120 day period.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters

Information regarding equity compensation plans is set forth in Item 5 of this annual report on Form 10-K and is incorporated herein by reference.

The other information required by this Item 12 will be contained in our definitive proxy statement for our 2017 Annual Meeting of Shareholders, to be filed with the SEC not later than 120 days after the end of our fiscal year covered by this report, and incorporated herein by reference or, alternatively, by amendment to this Form 10-K under cover of Form 10-K/A no later than the end of such 120 day period.

Item 13. Certain Relationships and Related Transactions, and Director Independence

This information will be contained in our definitive proxy statement for our 2017 Annual Meeting of Shareholders, to be filed with the SEC not later than 120 days after the end of our fiscal year covered by this report, and incorporated herein by reference or, alternatively, by amendment to this Form 10-K under cover of Form 10-K/A no later than the end of such 120 day period.

Item 14. Principal Accounting Fees and Services

This information will be contained in our definitive proxy statement for our 2017 Annual Meeting of Shareholders, to be filed with the SEC not later than 120 days after the end of our fiscal year covered by this report, and incorporated herein by reference or, alternatively, by amendment to this Form 10-K under cover of Form 10-K/A no later than the end of such 120 day period.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed as part of this Report:

1. Financial Statements — See Index to Financial Statements at Item 8 on page 32 of this annual report on Form 10-K.

2. Financial Statement Schedules — Omitted because they are not applicable or not required.

3. Exhibits — The following exhibits are filed as part of, or incorporated by reference into, this annual report on Form 10-K:

(b) Exhibit Number	Exhibit
1.1	Equity Distribution Agreement, dated November 20, 2014, between Castle Brands Inc. and Barrington Research Associates, Inc., as sales agent (incorporated by reference to Exhibit 1.1 to our current report on Form 8-K filed with the SEC on November 21, 2014)
2.1	Stock Purchase Agreement, dated March 29, 2017, by and among Castle Brands Inc., Gosling's Limited, and E. Malcolm B. Gosling (incorporated by reference to Exhibit 2.1 to our current report on Form 8-K filed with the SEC on March 30, 2017)
3.1	Composite Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to our annual report on Form 10-K for the fiscal year ended March 31, 2014 filed with the SEC on June 30, 2014)
3.2	Bylaws of the Company (incorporated by reference to Appendix E to our definitive proxy statement on Schedule 14A filed with the SEC on December 30, 2009)
4.1	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.3 to our Post-Effective Amendment No. 1 to Form S-8 (File No. 333-160380) filed with the SEC on March 10, 2010)
4.2	Amended and Restated Loan and Security Agreement, dated as of September 22, 2014, by and among ACF FinCo I LP, the Company and Castle Brands (USA) Corp. (incorporated by reference to Exhibit 4.1 to our current report on Form 8-K filed with the SEC on September 24, 2014)
4.3	Amended and Restated Revolving Credit Note, dated as of August 7, 2015, in favor of ACF FinCo I LP (incorporated by reference to Exhibit 4.2 to our current report on Form 8-K filed with the SEC on August 10, 2015)
4.4	5% Convertible Subordinated Note Purchase Agreement, dated as of October 21, 2013, among the Company and the parties set forth on the signature pages attached thereto (incorporated by reference to Exhibit 4.1 to our current report on Form 8-K filed with the SEC on October 25, 2013)
4.5	Form of 5% Subordinated Convertible Note Due 2018, issued by the Company (incorporated by reference to Exhibit 4.1 to our current report on Form 8-K filed with the SEC on November 1, 2013)
4.6	First Amendment to the Amended and Restated Loan and Security Agreement, dated as of August 7, 2015, by and among ACF FinCo I LP, the Company and Castle Brands (USA) Corp. (incorporated by reference to Exhibit 4.1 to our current report on Form 8-K filed with the SEC on August 10, 2015)
4.7	Second Amendment to the Amended and Restated Loan and Security Agreement, dated as of August 17, 2015, by and among ACF FinCo I LP, the Company and Castle Brands (USA) Corp. (incorporated by reference to Exhibit 4.1 to our current report on Form 8-K filed with the SEC on August 18, 2015)
4.8	11% Subordinated Note due 2019, issued by the Company (incorporated by reference to Exhibit 4.1 to our current report on Form 8-K filed with the SEC on March 30, 2017)
10.1	Restated Export Agreement, dated as of May 9, 2017, between Gosling-Castle Partners Inc. and Gosling's Export (Bermuda) Limited*(3)
10.2	Amended and Restated National Distribution Agreement, dated as of March 29, 2017, by and between Castle Brands (USA) Corp. and Gosling-Castle Partners Inc.* (3)
10.3	Stockholders' Agreement, dated February 18, 2005, by and among Gosling-Castle Partners Inc. and the persons listed on Schedule I thereto (Exhibit 10.5)(1)
10.4	Agreement, dated as of January 12, 2011, between Pallini SpA and Castle Brands (USA) Corp. (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed with the SEC on January 18, 2011) (2)
10.5	Supply Agreement, dated as of January 1, 2005, between Irish Distillers Limited and Castle Brands Spirits Group Limited and Castle Brands (USA) Corp. (Exhibit 10.8)(1)(2)
10.6	Amendment No. 1 to Supply Agreement, dated as of September 20, 2005, to the Supply Agreement, dated as of January 1, 2005, among Irish Distillers Limited and Castle Brands Spirits Group Limited and Castle Brands (USA) Corp. (Exhibit 10.9)(1)
10.7	Letter Agreement, dated November 7, 2008, between Castle Brands Inc. and Vector Group Ltd. (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed with the SEC on November 12, 2008)
10.8	Form of Indemnification Agreement entered into with directors (incorporated by reference to Exhibit 10.1 to our quarterly report on Form 10-Q filed on August 14, 2013)
10.9	Form of Castle Brands Inc. Stock Option Grant Agreement (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed with

the SEC on June 16, 2006)#

10.10	Employment Agreement, dated as of April 7, 2017, by and between Castle Brands Inc. and Alfred J. Small (incorporated by reference to Exhibit 10.3 to our current report on Form 8-K filed with the SEC on April 7, 2017)#
10.11	Third Amended and Restated Employment Agreement, effective as of February 26, 2010, by and between Castle Brands Inc. and Mark Andrews (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed with the SEC on March 1, 2010)#

10.12	Employment Agreement, dated as of April 7, 2017, by and between Castle Brands Inc. and T. Kelley Spillane (incorporated by reference to Exhibit 10.2 to our current report on Form 8-K filed with the SEC on April 7, 2017)#
10.13	Reaffirmation Agreement, dated as of August 7, 2015, by and among the Company, Castle Brands (USA) Corp., the officers signatory thereto and certain junior lenders to the Company (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed with the SEC on August 10, 2015)
10.14	Castle Brands Inc. 2003 Stock Incentive Plan, as amended (Exhibit 10.29)(1)#
10.15	Amendment to Castle Brands Inc. 2003 Stock Incentive Plan (Exhibit 10.30)(1)#
10.16	Amendment No. 2 to Castle Brands Inc. 2003 Stock Incentive Plan (incorporated by reference to Exhibit 10.24 to our annual report on Form 10-K for the fiscal year ended March 30, 2009 filed with the SEC on June 29, 2009)#
10.18	Form of Restricted Stock Agreement*#
10.19	Employment Agreement, dated as of April 7, 2017, by and between Castle Brands Inc. and John Glover (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed with the SEC on April 7, 2017)#
10.20	Form of Validity and Support Agreement, dated as of August 19, 2011, among Keltic Financial Partners II, LP, the Company, Castle Brands (USA) Corp. and the officer signatory thereto (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed with the SEC on August 25, 2011)
10.21	Employment Agreement, dated as of April 7, 2017, by and between Castle Brands Inc. and Alejandra Peña (incorporated by reference to Exhibit 10.4 to our current report on Form 8-K filed with the SEC on April 7, 2017)#
10.22	Amendment to the Third Amended and Restated Employment Agreement, effective as of May 11, 2012, by and between Castle Brands Inc. and Mark Andrews (incorporated by reference to Exhibit 10.3 to our current report on Form 8-K filed on May 17, 2012)#
10.23	Castle Brands Inc. 2013 Stock Incentive Plan (incorporated by reference to Exhibit A to our definitive proxy statement on Schedule 14A for the 2012 annual meeting of shareholders, filed with the SEC on September 11, 2012)#
10.24	Amendment No. 1 to the Castle Brands Inc. 2013 Stock Incentive Plan (incorporated by reference to Exhibit 4.4 to our registration statement on Form S-8 filed with the SEC on March 23, 2017)#
10.25	Amendment to Fourth Amended and Restated Employment Agreement, dated as of January 24, 2014, by and between Castle Brands Inc. and Mark Andrews (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed on January 27, 2014)#
10.26	Extension and Amendment Agreement, dated as of October 24, 2015, by and between Castle Brands (USA) Corp. and Pallini S.p.A. (f/k/a Pallini Internazionale S.r.l.) (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed on October 29, 2015)(2)
10.27	Amendment to Third Amended and Restated Employment Agreement, dated as of February 1, 2016, by and between Castle Brands Inc. and Mark Andrews (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed on February 3, 2016)#
10.28	Castle Brands Inc. 2017 Employee Stock Purchase Plan (incorporated by reference to Exhibit A to our definitive proxy statement on Schedule 14A for the 2016 annual meeting of shareholders, filed with the SEC on January 11, 2017)#
10.29	Amendment No. 1 to Stockholders Agreement, dated March 29, 2007, by and among Gosling-Castle Partners Inc. and the persons listed on Schedule I thereto*
21.1	List of Subsidiaries*
23.1	Consent of EisnerAmper LLP*
31.1	Certification of CEO Pursuant to Rule 13a-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
31.2	Certification of CFO Pursuant to Rule 13a-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
32.1	Certification of CEO and CFO Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*

101.INS	XBRL Instance Document.*
101.SCH	XBRL Taxonomy Extension Schema Document. *
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document. *
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document. *
101.LAB	XBRL Taxonomy Extension Label Linkbase Document. *
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document. *
*	Filed herewith
#	Management Compensation Contract
(1)	Previously filed as an exhibit to our Registration Statement on Form S-1 (File No. 333-128676), which was declared effective on April 5, 2006, and incorporated by reference herein.
(2)	Confidential portions of this document are omitted pursuant to a request for confidential treatment that has been granted by the Commission, and have been filed separately with the Commission.
(3)	Confidential portions of this document are omitted pursuant to a request for confidential treatment and have been filed separately with the Commission.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on June 14, 2017.

CASTLE BRANDS INC.

By: */s/ ALFRED J. SMALL*

Alfred J. Small
Senior Vice President, Chief Financial Officer, Secretary and Treasurer (Principal Financial Officer and Principal Accounting Officer)

POWER OF ATTORNEY

Each individual whose signature appears below constitutes and appoints each of Richard J. Lampen and Alfred J. Small, such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments to this report on Form 10-K, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RICHARD J. LAMPEN Richard J. Lampen	President and Chief Executive Officer and Director (Principal Executive Officer)	June 14, 2017
/s/ ALFRED J. SMALL Alfred J. Small	Senior Vice President, Chief Financial Officer, Secretary and Treasurer (Principal Financial Officer and Principal Accounting Officer)	June 14, 2017
/s/ MARK ANDREWS Mark Andrews	Director	June 14, 2017
/s/ JOHN F. BEAUDETTE John F. Beaudette	Director	June 14, 2017
/s/ HENRY C. BEINSTEIN Henry C. Beinstein	Director	June 14, 2017
/s/ PHILLIP FROST, M.D. Phillip Frost, M.D.	Director	June 14, 2017
/s/ DR. RICHARD M. KRASNO Dr. Richard M. Krasno	Director	June 14, 2017
/s/ STEVEN D. RUBIN Steven D. Rubin	Director	June 14, 2017
/s/ MARK ZEITCHICK Mark Zeitchick	Director	June 14, 2017

EXHIBIT 10.1

NOTE: PORTIONS OF THIS EXHIBIT MARKED WITH A "[*]" ARE THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST BY THE COMPANY TO THE SECURITIES AND EXCHANGE COMMISSION, AND HAVE BEEN OMITTED FROM THIS EXHIBIT. COMPLETE, UNREDACTED COPIES OF THIS EXHIBIT HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION AS PART OF THE COMPANY'S CONFIDENTIAL TREATMENT REQUEST.

RESTATED EXPORT AGREEMENT

(*As Fully Restated on May 9, 2017*)

This Restated Export Agreement (this "Agreement"), entered into as of May 9, 2017, between Gosling-Castle Partners Inc. (f/k/a Gosling Partners Inc.), a Delaware corporation (the "Company"), and Gosling's Export (Bermuda) Limited, a company organized under the laws of Bermuda ("GXB"), is for the sole purpose of restating that Export Agreement entered into as of February 14, 2005, as amended by Amendment No. 1 to Export Agreement on February 18, 2005, further amended by Amendment No. 2 to Export Agreement on July 25, 2012, further amended by Amendment No. 3 to Export Agreement on June 9, 2015 and further amended by Amendment No. 4 to Export Agreement on March 29, 2017 (as amended, the "Export Agreement").

WHEREAS, the parties are interested in pursuing global sales of GXB's Products (as defined below) and to maximize the distribution of the Products in the Territory (as defined below); and

WHEREAS, the parties are hereby restating the Export Agreement in its entirety for the sole purpose of reflecting the initial agreement with all amendments made prior hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the mutual promises set forth below, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions .

a. "Case" shall mean (i) for rums, twelve (12) bottles of 750 ml. each or an equivalent nine (9) liter volume, (ii) for Goslings Dark 'n Stormy RTD, four (4) cases of six four-packs that aggregate to one liter each per four pack, or an equivalent twenty four (24) liter volume, and (iii) for Goslings Rum Swizzle RTD, two (2) cases of six bottles of 1.75 liter each, or an equivalent twenty one (21) liter volume.

b. "Castle" shall mean Castle Brands Inc.

c. "Contract Year" shall mean any twelve (12) month period beginning on the first day of April and ending on the last day of March of the following calendar year.

NOTE: PORTIONS OF THIS EXHIBIT MARKED WITH A "[*]" ARE THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST BY THE COMPANY TO THE SECURITIES AND EXCHANGE COMMISSION, AND HAVE BEEN OMITTED FROM THIS EXHIBIT. COMPLETE, UNREDACTED COPIES OF THIS EXHIBIT HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION AS PART OF THE COMPANY'S CONFIDENTIAL TREATMENT REQUEST.

d. "Industry Buyer" shall mean an entity whose primary business is the sale of beverage alcohol products.

e. "Initial Term" shall mean the period commencing on April 1, 2005 and continuing for twenty-five (25) years thereafter.

f. "Intellectual Property Rights" shall mean registered or unregistered trademarks, trade names, including, but not limited to, Gosling's Black Seal® Rum, Gosling's Gold Rum®, Gosling's Old Rum®, Goslings Stormy Ginger Beer and GOSLING'S SINCE 1806 STORMY GINGER BEER ALL NATURAL THE REFRESHING ZIP OF GINGER, patents, patent applications, patent rights (including any patents issuing on such applications or rights), service marks, trade dress, licenses, technology and all other intellectual property, including, without limitation, all computer programs, formulas, databases, know-how, trade secrets used or held for use in connection with the Products.

g. "Renewal Term" shall mean the period commencing the first day following the end of the "Initial Term" or any subsequent "Renewal Term" and continuing for ten (10) years thereafter.

h. "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, trust, association, unincorporated organization, or other entity.

i. "Products" shall mean all of the products set forth on Schedule I hereto.

j. "Territory" shall include all national or international markets with the exception of Bermuda.

k. "Trademarks" shall mean all trademarks, brand names and logo design used on or in connection with Products.

l. "Ginger Beer Case" shall mean twenty-four (24) twelve (12) fluid ounce cans (288 fluid ounces) or equivalent volume of ginger beer in different packaging formats, including, but not limited to, the equivalent volume of ginger beer produced from the "bag-in-box" packaging format.

m. "Ginger Beer Percentage" shall mean as follows: (i) if total Ginger Beer Case sales by Polar or another GXB – authorized manufacturer to the Company are less than [*] Ginger Beer Cases for the last twelve full months prior to the time of a sale, the Ginger Beer Percentage shall be [*]% of the sale Proceeds; and (ii) to the extent that Ginger Beer Case sales by Polar or another GXB – authorized manufacturer to the Company are greater than or equal to [*] Ginger Beer Cases for the last twelve full months prior to the time of a sale, the Ginger Beer Percentage shall increase by an additional [*]% of the sale Proceeds for each additional [*] Ginger Beer Cases sold during the last twelve full months prior to the time of a sale, subject to a maximum Ginger Beer Percentage of [*]% at [*] Ginger Beer Case sales or more; provided, however, that to the extent that total Ginger Beer Case sales by Polar or another GXB – authorized manufacturer to the Company are greater than or equal to [*] Ginger Beer Case sales for the last twelve full months prior to the time of a sale, the Ginger Beer Percentage shall be increased by an additional [*]% of the sale Proceeds less any amounts received by the Company from Polar Corp. pursuant to Section 6 of the Polar Agreement.

n. “Polar Agreement” shall mean that certain Manufacturing and Distribution Agreement dated April 1, 2009, by and between GXB and Polar Corp., as amended by Amendment No. 1 thereto, dated March 29, 2017.

o. “Supermajority” shall mean the members of the Board of Directors of the Company representing in the aggregate at least (A) 81% of the outstanding shares of common stock of the Company, and (B) either (1) the member of the Board of Directors appointed by E. Malcolm B. Gosling or (2) the member of the Board of Directors appointed by Gosling’s Limited.

p. “Proceeds” shall mean proceeds received less any reasonable legal, brokerage, and other transaction costs directly related to the sale which are actually incurred by GXB.

2. Assignment of Rights.

(a) GXB hereby assigns its global distribution rights (excluding Bermuda) to all Products to the Company for the Term of this Agreement and hereby appoints the Company as its exclusive authorized global exporter of the Products in the Territory. In connection therewith, GXB hereby grants the Company a license for the use of its global Trademarks (excluding Bermuda) for the Products for the Term of this Agreement, it being understood that such license does not include using such Trademarks on merchandise or other goods aside from the Products themselves and marketing or promotional materials relating to the advertising and distribution thereof by the Company. The Company hereby acknowledges and agrees that, notwithstanding the Company’s rights as exclusive global distributor (excluding Bermuda) of the Goslings Ginger Beer Products and licensee of the related Trademarks, GXB shall be permitted to perform its obligations under the Polar Agreement. The past or future performance by GXB of its obligations in accordance with the requirements of the Polar Agreement shall not constitute a breach or other violation of this Agreement by GXB. The Company and GXB hereby acknowledge and agree as follows for the Term for this Agreement: (i) GXB does hereby delegate to the Company GXB’s approval rights contained in Section 5 of the Polar Agreement; provided that the Company shall consult with GXB and take GXB’s input into consideration prior to exercising any approval rights thereunder; and provided, further, that any such approval or disapproval shall be dealt with through GXB and not directly with Polar Corp.; (ii) GXB does hereby assign to the Company GXB’s rights to receive liquidated damages from Polar Corp, contained in Section 5 of the Polar Agreement; provided that the Company shall reimburse GXB for any costs or expenses (including attorneys’ fees) incurred by GXB in enforcing the right to such liquidated damages; and (iii) the Company will indemnify and hold GXB harmless with respect to any and all costs, expenses (including attorneys’ fees), damages, losses or other expenses, including any payments required to be made by GXB to Polar Corp., under (A) the penultimate sentence of the second paragraph of Section 2.e. of the Polar Agreement (relating to commissions on sales outside of North America), and (B) the last three sentences of the first paragraph of Section 5 of the Polar Agreement (relating to sales to Protected Customers (as defined therein)), and (C) as a result of any sales by the Company’s resellers or distributors to Protected Customers that could have been prevented by the Company without it having to exercise commercially unreasonable efforts.

NOTE: PORTIONS OF THIS EXHIBIT MARKED WITH A "[*]" ARE THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST BY THE COMPANY TO THE SECURITIES AND EXCHANGE COMMISSION, AND HAVE BEEN OMITTED FROM THIS EXHIBIT. COMPLETE, UNREDACTED COPIES OF THIS EXHIBIT HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION AS PART OF THE COMPANY'S CONFIDENTIAL TREATMENT REQUEST.

(b) The compensation to GXB by the Company for the assignment of these global distribution rights is a total payment of $2,500,000, payable in four equal installments of $625,000 at April 1, 2005, October 1, 2005, April 1, 2006 and October 1, 2006.

(c) On April 1, 2005, the beginning of the Initial Term, GXB shall assign all of its rights, title and interest in and to the National Distribution Agreement, effective January 1, 2005, between GXB and Castle (as amended to reflect an initial term of twenty-five (25) years, commencing from April 1, 2005) (the "National Distribution Agreement") to the Company.

(d) GXB further agrees to assign all of its rights, title and interests in and to that certain distribution agreement to be entered into at a subsequent date between GXB and Castle with respect to the United Kingdom market (the "UK Distribution Agreement").

All rights and obligations of the parties specified in the National Distribution Agreement and the UK Distribution Agreement shall remain in full force and effect to the extent that those two agreements are not inconsistent with the terms and conditions of this Agreement. If there are inconsistencies between those agreements and this Agreement, the terms and conditions of this Agreement shall prevail.

3. Intellectual Property Rights .

a. Acknowledgement . The Company acknowledges GXB's exclusive right, title and interest in and to any and all Intellectual Property Rights embodied in or pertaining to the Products and that, except as to the sales proceeds specified in Section 4 of this Agreement, or any other agreement between the parties, the Company shall acquire no rights whatsoever in or to any of such Intellectual Property Rights and that all usage of such Intellectual Property Rights by the Company shall inure to the benefit of GXB.

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b. Notices, Marks, Legends and Name . The Company shall not alter, remove, cover, or add to, in any manner whatsoever, any patent notice, copyright notice, trademark, service mark, trade name, serial number, model number, brand name or legend that GXB may attach or affix to the Products. The Company shall not market the Products under any name, sign or logo other than the trademarks authorized to be used by GXB from time to time.

c. Third Party Claims . The Company shall promptly notify GXB (a) of any claims or objections that its use of the Intellectual Property Rights in connection with the distribution of the Products has or may infringe the Intellectual Property Rights of any other Person, and (b) of any and all infringements, imitations, illegal use, or misuse, by any Person, of GXB Intellectual Property Rights which come to its attention; provided, however, that the Company shall not take any legal action relating to the protection of GXB Intellectual Property Rights without the prior written approval of GXB; and provided further that the Company shall render to GXB at GXB's expense, all reasonable assistance in connection with any matter pertaining to the protection of GXB's Intellectual Property Rights.

d. Indemnity . GXB shall defend at its own expense any action brought against the Company to the extent that such action is based on a claim that the use or supply of any Product in the Territory infringes the Intellectual Property Rights of any other Person and shall pay any costs and damages finally awarded against the Company in any such action which are attributable to any such claim. GXB's obligation under the preceding sentence is subject to the conditions that (a) the Company shall promptly have notified GXB in writing of any such claim, and (b) GXB shall have had sole control of such defense and all negotiations for any settlement or compromise. In the event any Product shall become, or in GXB's opinion is likely to become, the subject of any infringement claim, GXB shall have the right to instruct the Company to refrain from supplying the Product or to take such other steps as GXB may consider appropriate in order to limit its liability exposure.

4. Sale of Trademarks and Right of First Refusal .

a. GXB shall retain title to the Trademarks and its other Intellectual Property Rights for all of its portfolio brands. In the event GXB decides to sell any or all of its Trademarks (or other Intellectual Property Rights) relating to the Products (other than Goslings Stormy Ginger Beer) during the Term of this Agreement, the Company shall have a right of first refusal to purchase said Trademark(s) (and Intellectual Property Rights, if applicable) at the same price being offered by a bona fide third party offerer. Within 30 days of receipt of a third party offer, GXB shall give written notice to the Company stating the price, terms and the potential purchaser of the Trademarks and Intellectual Property Rights. The option to purchase the Trademarks and Intellectual Property Rights shall be exercisable by notice given to GXB by the Company at any time within 20 days of the receipt of the notice.

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If the Company does not exercise its option within said 20 day period, or in the event the Company waives its right of first refusal then, in said event, Castle shall acquire an identical right of first refusal and GXB shall promptly give written notice to Castle stating the price, terms and the potential purchaser of the Trademarks and Intellectual Property Rights. The option to purchase the Trademarks and Intellectual Property Rights shall be exercisable by notice given to GXB at any time within 20 days of the receipt of the notice to the Company. If either the Company or Castle exercises it right of first refusal, the party exercising such right shall have 180 days within which to consummate the purchase of such Trademarks and Intellectual Property Rights on the terms set forth in the notice.

If neither the Company nor Castle exercises its option within the applicable time period set forth above, GXB may, at any time within 180 days following the expiration of the 20 day option period, sell the Trademarks and Intellectual Property Rights to the third party offeror.

If an offer is reduced following the Company's or Castle's waiver of its right of first refusal, the Company and Castle shall have a new right of first refusal at the reduced price.

b. Rum Products – Sharing . In the event GXB should decide to sell any or all of its portfolio Products (other than Goslings Stormy Ginger Beer) and/or Trademark(s) (other than Goslings Stormy Ginger Beer), whether sold directly or indirectly through the sale of stock of GXB or its parent company, to a third party, the Company or Castle, then, in recognition of the facts that (1) the Company has enhanced the value of the Trademarks through its marketing investments and sales performance under this Agreement, and (2) the Company may henceforth no longer have the opportunity to earn a full return on its investments in the brand(s) being sold, GXB agrees to share the Proceeds of any such sale with the Company pursuant to the following formula:

i. If total Case sales by GXB to the Company are less than [*] Cases for the last twelve full months prior to the time of a sale, the Company shall receive [*]% of the sale Proceeds.

ii. To the extent that Case sales are greater than [*] Cases but less than [*] cases, the Company shall be entitled to an additional [*]% of the Proceeds for each additional [*] Cases sold during the prior full twelve months (growing to a level of [*]% at [*] cases).

iii. To the extent that Case sales exceed [*] Cases, the Company shall be entitled to an additional [*]% of the Proceeds for each additional [*] Cases sold over [*] cases during the prior full twelve months, subject to a maximum of [*]% of the sales Proceeds for Case sales of [*] or more.

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iv. If the Company no longer holds the distribution rights to Products at the time of a sale of Products and/or Trademarks, then the Company's share of earned Proceeds shall decline at the rate of [*]% per Contract Year from the Proceeds that would have been payable if the Company still held said distribution rights; beginning with the first Contract Year following non-renewal of the Company's distribution rights. (For example, if the Company's shares were [*]% at the time it no longer holds the distribution rights, that percentage would decline at the rate of [*]% per year for [*] years.)

v. In the event that one or more of the Products are sold, the Case amounts above will be reduced to an amount mutually acceptable to the parties.

vi. For the avoidance of doubt, the provisions of this Section 4(b) do not apply to the Products or Trademarks relating to Goslings Stormy Ginger Beer or proceeds of a sale thereof.

c. <u>GSGB Products – Sharing</u> .

i. In the event GXB should decide to sell the Products or Trademarks relating to Goslings Stormy Ginger Beer, whether sold directly or indirectly through the sale of stock of GXB or its parent company, to a third party, the Company or Castle, then, GXB agrees to share with the Company an amount equal to the Ginger Beer Percentage of the Proceeds of any such sale.

ii. If the Company no longer holds the distribution rights to Goslings Stormy Ginger Beer at the time of a sale of the Products or Trademarks relating to Goslings Stormy Ginger Beer, then the Company's share of earned Proceeds shall decline at the rate of [*]% per Contract Year from the Proceeds that would have been payable if the Company still held said distribution rights; beginning with the first Contract Year following non-renewal of the Company's distribution rights. (For example, if the Company's shares were 10% at the time it no longer holds the distribution rights, that percentage would decline at the rate of [*]% per year for 10 years.)

d. It shall be GXB's obligation to register, at its expense, the Trademarks for all portfolio Products in all export markets identified by mutual agreement of the parties.

5. <u>Product Portfolio</u> .

The Company shall not sell any branded items other than Products without the approval of members of the Board of Directors of the Company representing a Supermajority. The Company shall have a right of first refusal to add to Products any new brands introduced by GXB.

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6. Prices and Terms of Sale .

a. Initial prices to be charged by GXB for the sale of its portfolio Products to the Company are listed in Schedule II attached hereto. Price increases by GXB are to be restricted to recovery of actual cost of production increases incurred by GXB. Schedule I may be amended by mutual agreement of the parties at any time. The Company shall pay the full amount of the purchase price for Products within 60 days after the date of invoice to the Company.

b. The price charged by GXB for the Products is exclusive of all taxes, including national and local sales, use or value-added taxes, customs duties, withholding taxes or similar charges imposed by any governmental entity after the Products has been delivered to the destination designated by the Company. The Company shall pay for all such taxes, assessments or charges, without reduction in the purchase price charged by GXB.

7. Warranty .

GXB warrants for a period of twelve (12) months from the date of delivery of the Products to the Company that the Products will be of merchantable quality and fit for human consumption, provided that following delivery the Products are handled and stored in a manner that is commercially reasonable for the storage of beverage alcohol products. In the event the Company claims a breach of the warranty within the warranty period, GXB shall refund the purchase price therefore, including freight, insurance and other charges to the Company. GXB shall indemnify and hold the Company harmless against any proven direct damages and proven direct losses resulting from the non-conformance of the Products with this warranty, or any punitive, incidental, special or consequential damages, awarded to a third party which result from the product quality under the warranty or through no fault or negligence by of the Company (i.e. human consumption of any Product past the warranty period if sold by the Company prior to the expiration of such warranty period). Otherwise, to the extent permitted by applicable law, the Company waives any claims for incidental, special or consequential damages or other losses including lost profits.

8. Sales and Marketing Budget .

The Company will prepare an annual Contract Year financial plan (the "Financial Plan"), which will be submitted for review and approval by the Company Board of Directors. The Financial Plan will be designed to maintain an aggressive growth in GXB Products, while also producing a reasonable profit for the Company and it stockholders. The Financial Plan will include the level of proposed sales as well as proposed marketing expenditures. It is the objective to keep the losses, if practical, to a maximum of $750,000 in the first Contract Year and $500,000 and $250,000, respectively, for the second and third Contract Year.

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9. Term .

The Initial Term of this Agreement shall be twenty-five (25) years. Provided that this Agreement has not sooner terminated in accordance with Section 10, upon expiration of the Initial Term, the Agreement will automatically renew for ten (10) year periods ("Renewal Terms" and together with the Initial Term, the "Term") as long as the Company shall have sold a number of Cases during the Initial Term or any Renewal Term (the "Threshold Amount"), which reflects a rate of growth in Case sales during such period that is equal to or exceeds the [*] or does not exceed the [*] rate of rum sales in the U.S. during such period, as reported by [*], or other mutually acceptable industry data supplier. The Threshold Amount may be amended at any time by mutual agreement of the parties to reflect a new Threshold Amount for the Initial Term or any Renewal Term.

10. Termination .

(a) This Agreement may be terminated by written notice, effective on the date such written notice is received, after the occurrence of any of the following events:

i. By GXB upon failure of the Company to achieve the performance requirements as specified in Section 9;

ii. By either party upon any material breach of this Agreement by the other party, other than by Force Majeure, provided that the non-breaching party shall give to the breaching party written notice of such breach or default and shall request that such breach or default be cured. If the breaching party shall fail to cure such breach or default within thirty (30) days of the date of the notice of breach or default, the non-breaching party may terminate this Agreement immediately by giving written notice of termination to the breaching party;

iii. By either party if the other party, pursuant to or within the meaning of the Unites States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), shall (i) commence a voluntary case or proceeding; (ii) consent to the entry of an order for relief against it in an involuntary case; (iii) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) make an assignment for the benefit of its creditors; or (v) admit in writing its inability to pay its debts as they become due;

iv. By either party if a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for the relief against the other party in an involuntary case; (ii) appoints a trustee, receiver, assignee, liquidator or similar official for the other party or substantially all of the other party's properties; or (iii) orders the liquidation of the other party, and in each case the order or decree is not dismissed within 180 days; or

v. By GXB upon any sale contemplated in Section 4(a) to an Industry Buyer or any sale contemplated in Section 4(c), provided, if less than substantially all of the Trademarks for the Products are sold, such termination shall be solely as to the specific Products for which the Trademarks have been sold.

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(b) Additionally, this Agreement may be terminated by the mutual written consent of GXB and the Company pursuant to the approval of the members of the Board of Directors of the Company representing a Supermajority.

(c) All parties warrant and covenant that, upon expiration or termination, no party will take any action to impair or diminish the goodwill or business of another party and no party will disclose any confidential information about another party.

(d) Any termination of the Agreement will not eliminate the potential participation by the Company in a sale of the brands or Trademarks, as set forth in Section 4.

11. Compliance with Applicable Laws .

The Company shall at all times strictly comply with all applicable laws, rules, regulations and governmental orders, now or hereafter in effect, relating to its performance of this Agreement or the activities of the Company. The Company further agrees to make, obtain, and maintain in force at all times during the term of this Agreement, all material filings, registrations, reports, licenses, permits and authorizations (collectively "Authorizations") required under applicable law, regulation or order in order for the Company to perform its obligations under this Agreement, although it is recognized that the Company is primarily organized as a marketing company. GXB shall provide the Company with such assistance as the Company may reasonably request in making or obtaining any such Authorizations.

12. General Provisions .

a. Waivers . The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

b. Entire Agreement and Amendments . This Agreement and the purchase orders accepted by GXB hereunder, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each party. Approvals or consents hereunder of a party shall also be in writing.

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c. Severability . If any term of this Agreement is in violation of, or prohibited by, any applicable law or regulation, such term shall be deemed as amended or deleted to conform to such law or regulation without invalidating or amending or deleting any other term of this Agreement.

d. Assignment . Because of the importance of the personal relationships of the parties and the mutual levels of trust established between them, it is agreed that none of the rights or obligations created by this Agreement shall be assignable by either party without the written consent of the other party, which consent cannot be unreasonably withheld. In the event of an assignment of this Agreement, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Furthermore, the terms and condition set forth herein and the rights and obligations of the parties under this Agreement shall not be affected by a change of control of the Company; provided that upon any such change of control, any sale or transfer of shares of the Company by the new controlling person shall be subject to the approval of GXB.

Notwithstanding the foregoing, GXB is free to sell its Products and/or Trademarks, subject to Section 4 hereof and the stockholders of the Company are free to sell their shares subject to any current or future restrictions governing such shares.

e. Future Investors . Nothing contained in this Agreement shall preclude the Company from selling any of its capital stock to any future investor nor shall anything contained herein grant GXB a right to advise, require or compel the Company to accept or reject any future purchaser of its capital stock. Furthermore, in the event the Company does sell any shares of its capital stock, this Agreement shall remain in full force and effect.

f. Force Majeure . Neither party shall be liable to the other party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of the party obliged to perform, including but not limited to, strikes or other labor difficulties, acts of God, acts of government (in particular with respect to the refusal to issue necessary import or export licenses), war, riots, embargoes, terrorists attacks, or inability to obtain supplies (“Force Majeure”). If Force Majeure prevents or delays the performance by a party of any obligation under this Agreement, then the party claiming Force Majeure shall promptly notify the other party thereof in writing and the parties shall use their best efforts to continue performance under the Agreement.

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g. Governing Law; Arbitration . The rights and obligations of the parties under this agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods but instead shall be construed and enforced in accordance with the laws of the State of New York, in the United States of America without giving effect to principles of conflict of laws. In the event any disagreement or dispute among the parties arises under or out of this Agreement, including termination issues, such disagreement or dispute shall be submitted to Judicial Mediation Services, Inc., a professional arbitration service consisting of retired Federal and State judges ("JAMS") for binding arbitration unless the parties mutually agree upon an alternative dispute resolution service. The arbitration shall be conducted in accordance with the rules of JAMS or such other dispute resolution service as might be agreed upon and shall be held in New York, New York. Any award made by JAMS or such other dispute resolution service as might be agreed upon shall be binding upon the parties. Binding arbitration shall be the exclusive remedy for breach of this Agreement by any party. The parties shall share equally all costs of arbitration other than representation by counsel which shall be at each party's own expense.

h. Notices . All notices and other communications provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given (*w*) when delivered if delivered personally, (*x*) when sent if sent by telecopy, with a confirmation promptly sent by way of one of the methods permitted in this Section or by U.S. mail, postage prepaid, (*y*) the day after deposit with an overnight courier service marked for overnight delivery, or if deposited with an overnight courier service marked for non-overnight delivery, the number of days after delivery as specified to such courier service or (*z*) five days after mailing if sent by registered or certified mail (return receipt requested) postage prepaid, in each case to the parties at the following addresses and/or telecopier numbers (or such other address or telecopier number for any party as shall be specified by like notice, *provided* that notices of a change of address shall be effective only upon receipt thereof).

If to the Company:

Gosling-Castle Partners Inc.
122 East 42 nd Street, Suite 5000
New York, New York 10168
Telecopy No.: (646) 356-0222
Attention: E. Malcolm B. Gosling, President and CEO

If to GXB:

Gosling's Export (Bermuda) Limited
PO Box HM827,
Hamilton, HM CX
Bermuda
Telecopy No.: (441) 292-1775
Attention: E. Malcolm B. Gosling, President

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13. Counterparts . This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have caused this Restated Export Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

GOSLING-CASTLE PARTNERS INC.

By: */s/ Richard Lampen*
Name: Richard Lampen
Title: Director

GOSLING'S EXPORT (BERMUDA) LIMITED

By: */s/ E. Malcolm B. Gosling*
Name: E. Malcolm B. Gosling
Title: President

[Signature Page to Restated Export Agreement]

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SCHEDULE I

Products

- Goslings Black Seal(R) Rum
- Goslings Gold Rum(R)
- Goslings Old Rum(R)
- Goslings Dark 'n Stormy RTD
- Goslings Rum Swizzle RTD
- Goslings Stormy Ginger Beer

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SCHEDULE II

Prices

1. The initial price to be charged by GXB for the sale of rum Products to the Company shall be calculated pursuant to the formula set forth below:

- Manufacturer's Cost + Producer's Profit

Manufacturer's Cost shall mean the actual cost of manufacturing, as documented, excluding allocations of corporate overhead.

Producer's Profit for all rum Products shall be increased, effective as of April 1, 2014, from [*] per rum Case to [*] per rum Case for any rum Case in excess of [*] rum Cases during any annual period beginning on April 1st. For the Ready To Drink ("RTD") Products, including, without limitation, the Goslings Dark 'n Stormy RTD and the Goslings Rum Swizzle RTD, Producer's Profit shall be calculated based on a per equivalent Case (12 x 750 ml) of eighty proof Goslings rum actually utilized in the RTD product.

2. The price to be charged by GXB for the sale of Ginger Beer Products to the Company shall be determined as provided in Section 2 and Schedule B of the Polar Agreement. As of March 23, 2017, the current case price (ex. warehouse) of Goslings Stormy Ginger Beer, 12 oz. cans - 4-6 Pk., is $[*].

EXHIBIT 10.2

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AMENDED AND RESTATED NATIONAL DISTRIBUTION AGREEMENT

This Amended and Restated National Distribution Agreement (this "Agreement") is made as of March 29, 2017 by and between Gosling-Castle Partners Inc. (f/k/a Gosling Partners Inc.), a Delaware corporation ("Supplier"), and Castle Brands (USA) Corp., a Delaware corporation ("Importer").

WHEREAS, Gosling's Export (Bermuda) Limited ("GXB") and Importer entered in to that certain National Distribution Agreement, dated as of September 3, 2004 (the "National Distribution Agreement");

WHEREAS, pursuant to the Export Agreement (as defined below), GXB, among other things, assigned its rights, title and interest in and to the National Distribution Agreement to Supplier;

WHEREAS, Supplier (as successor-in-interest to GXB) and Importer entered in to Amendment No. 2 to the National Distribution Agreement, dated as of April 1, 2014, as further amended by that letter agreement to the National Distribution Agreement, dated as of June 9, 2015 (collectively, the "Prior Agreement"), it being understood that no Amendment No. 1 to the National Distribution Agreement has ever been executed; and

WHEREAS, the parties hereto have agreed to amend and restate in its entirety the Prior Agreement as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions .

(a) "Products" shall mean all products listed in Schedule A.

(b) "Territory" shall mean the domestic market of the 50 states of the United States of America, and such other markets as may be added by mutual consent.

(c) "Trademarks" shall mean the trademarks Gosling's Black Seal Rum, Gosling's Gold Bermuda Rum, Gosling's Family Reserve Old Rum, Dark 'n Stormy and all other trademarks, brand names and logo designs used on or in connection with the Products.

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(d) "Initial Term" shall mean the period commencing January 1, 2005 (or such earlier date that the Producer has completed the termination of its pre-existing Import Agreement) and continuing through March 31, 2030.

(e) "Renewal Term" shall mean the period commencing the first day following the end of the Initial Term or any prior Renewal Term and continuing for ten (10) years thereafter.

(f) "Contract Year" shall mean the twelve (12) month period commencing January 1 and ending December 31 of that calendar year.

(g) "Case" shall mean (i) for rums, twelve (12) bottles of 750 ml. each or an equivalent nine (9) liter volume, (ii) for Goslings Dark n' Stormy RTD, four (4) cases of six four-packs of one liter each, or an equivalent twenty four (24) liter volume, and (iii) for Goslings Rum Swizzle RTD, two (2) cases of six bottles of 1.75 liter each, or an equivalent twenty one (21) liter volume.

(h) "Export Agreement" means that certain Export Agreement originally dated as of February 14, 2005, by and between Supplier and GXB, as amended by Amendment No. 1 to Export Agreement on February 18, 2005, Amendment No. 2 to Export Agreement on July 25, 2012, Amendment No. 3 to the Export Agreement on June 9, 2015, Amendment No. 4 to Export Agreement of even-date herewith, and as further amended from time-to-time.

2. Appointment .

(a) Subject to Supplier's rights and obligations under the Export Agreement, Supplier hereby appoints Importer as the sole and exclusive importer and distributor of the Products for the Territory, except as provided under the Export Agreement and Polar Agreement (defined therein).

(b) Importer hereby accepts appointment as the sole and exclusive importer of the Products for the Territory and shall, during the term of this Agreement, use all reasonable efforts to distribute the Products throughout the Territory. Importer hereby acknowledges the limitations of its rights, including limitations on its exclusivity, as provided in the Export Agreement and Polar Agreement.

3. Duration .

The Initial Term of this Agreement shall continue for a period through March 31, 2030, unless sooner terminated in accordance with Section 11. Upon expiration of the Initial Term, this Agreement will automatically renew for additional Renewal Terms, unless sooner terminated in accordance with Section 11.

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4. Terms of Sale and Payment .

(a) All sales of the rum Products by Supplier to Importer shall be on an FOB Sazerac Company, Inc., or such other bottler as GXB may select (the "Rum Bottler") basis, and all sales of the ginger beer Products by Supplier to Importer shall be on an FOB Polar Corp. (the "GSGB Bottler") basis, in either event, at the prices set in accordance with Schedule A , and as amended hereafter from time to time pursuant to Section 4(b) below. Payment shall be made to a bank designated by Supplier and shall be due sixty (60) days from the date of the bill of lading. Because Supplier will be funding marketing programs in the Territory with the aforementioned receivables, time shall be of the essence for receipt of payments sixty (60) days from the date of bills of lading.

(b) All carriers engaged to ship the Products within the Territory for Importer (or any distributor designated by Importer in the Territory) shall be the agents of Importer. The risk of loss thereon shall pass immediately to Importer upon delivery of the rum Products from the Rum Bottler and upon delivery of the ginger beer Products from the GSGB Bottler, in either event, to such carrier for shipment within the Territory. Importer shall have the right to determine the point of destination in the Territory and the method of shipment of the Products.

(c) It is the intention of this Agreement that Importer will receive a net margin amount as set forth in the following table (the "Net Margin"). Importer will also be entitled to reimbursement for Control State (17 states plus Montgomery County) brokers' commissions as approved by Supplier, any mutually agreed salaries, warehousing, insurance, and other costs of distribution, such that Importer is able to net the agreed Net Margin, but not amounts above or below the agreed Net Margin. The reimbursements shall not include the normal salaries, travel and entertainment and other overhead costs of the Importer, except with respect to certain mutually agreed personnel that will be hired and directed by Importer but will follow the strategic marketing plan prepared by the Supplier ("Supplier Sales Personnel"). The costs of Supplier Sales Personnel, including normal health or other benefits, will be reimbursed by Supplier.

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Year	Volume Range	Net Margin to Importer
2004 (if applicable)	All Sales	[*] per case
2005	Up to [*] cases	[*] per case
	Over [*] cases	[*] per case
2006 and later	Up to [*] cases	[*] per case
	Over [*] cases	[*] per case
For Dark 'n Stormy RTD 2012 and later	[*]	[*] per ½ case
For Ginger Beer After April 1, 2014	[*]	[*] per case (See Schedule A)

(d) Supplier will pay to Importer a fee of $[*] per spirit case to help defray the normal overhead costs of the Importer.

(e) Importer may bill Supplier monthly for reimbursements, and should be reimbursed by Supplier within 15 days by wire transfer to Importer's designated account. Importer and Supplier will work together to coordinate mutual payments and reimbursements, to minimize the levels of net funding required by either party.

(f) Any excess funds received by Importer, net of agreed Net Margins, reimbursements or payments to the Affiliate, shall be promptly forwarded to Supplier. It is the intention of this payments section to assure Importer that it receive its agreed Net Margin, but not amounts above or below the agreed Net Margin, except as related to agreed reimbursements.

5. Marketing and Advertising .

(a) Supplier shall be responsible for the creation, development and implementation of all marketing, advertising and promotional efforts of the products. At least four times per Contract Year, Supplier shall review with Importer the Supplier's plans for the current and following Contract Year. Importer will be responsible for sales efforts in the field, and will coordinate with the Supplier with respect to field-based marketing programs, including local promotions, product tastings, discounts, etc., with the cost of such programs borne entirely by the Supplier.

(b) The costs of marketing and advertising will be borne by Supplier. To the extent that the Importer pays for any billings relative to marketing or advertising, Supplier agrees to promptly reimburse Importer, unless there is a legitimate dispute relative to any such invoice.

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6. Representations and Warranties of Importer . Importer represents, warrants and covenants to Supplier as follows:

(a) Importer holds in full force and effect the federal, state and local licenses or permits that are necessary to conduct its business as an importer of the Products and to engage in the transactions intended by this Agreement.

(b) Importer shall maintain a distributor network of adequate size to represent and promote the sales of the Products throughout the Territory. Such sales force shall be kept properly informed as to all advertising, marketing and promotional programs and policies regarding the Products.

(c) Importer shall conduct its activities under this Agreement in accordance with local, state and federal laws and regulations regarding the sale of the Products.

(d) Importer shall monitor its customers' inventories of the Products to ensure that quantities are adequate to service the requirements of the markets in the Territory. Importer shall promptly deliver, or arrange for direct import shipments of the Products, to its customers in the Territory in accordance with good business practice and local custom.

(e) Importer shall timely file all price schedules and reports as may be required by applicable laws and regulations.

(f) Importer shall not terminate any existing wholesaler, or appoint any new wholesaler, in the Territory without the prior written consent of Supplier; which consent shall not be unreasonably withheld.

(g) Importer is aware of the terms of the Export Agreement and the obligations and restrictions of the Supplier (as "Company") set forth therein.

7. Representations and Warranties of Supplier . Supplier represents, warrants and covenants to Importer as follows:

(a) Supplier has the authority to enter into and carry out its obligations under this Agreement.

(b) The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not act as a breach of any agreement or understanding to which Supplier is a party.

(c) Supplier has the right to designate and appoint the Importer as the distributor of the Products in the Territory pursuant to this Agreement.

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(d) The Products sold to Importer under this Agreement shall be merchantable and fit for human consumption. The Products shall be manufactured, packaged and labeled in conformity with applicable U.S. federal, state and local laws, rules and regulations and, specifically, the rules and regulations of the Federal Alcohol Tax and Trade Bureau and the Food and Drug Administration. Samples of the Product have been provided to Importer. All shipments of the Products shall conform to any samples provided.

(e) The Products sold to Importer shall be free and clear of any liens or encumbrances. Neither the execution of this Agreement, nor compliance with its terms, will result in the creation or imposition of any lien, charge, encumbrance or restriction of any nature by any third party upon the Products sold to Importer.

(f) Supplier shall maintain an adequate inventory of the Products with which to supply Importer. Supplier shall accept all orders reasonably submitted by Importer, with shipment to follow not later than thirty (30) days from receipt of an order, unless excused by Section 15 below, or as otherwise agreed upon by the parties.

(g) Supplier shall use commercially reasonable efforts to prevent the sale of unauthorized shipments of the Products in the Territory by entities or persons other than Importer, except as contemplated in the Export Agreement and Polar Agreement (as defined in the Export Agreement). In this regard, Supplier shall not sell or otherwise transfer any of the Products to any distributor whom Supplier knows, or has reason to believe, will, either directly or indirectly, sell or otherwise transfer the Products in the Territory, except as contemplated in the Export Agreement and Polar Agreement.

(h) Subject to the provisions of Sections 8 and 10 below and in all events, with the full right to select counsel and supervise the legal and any settlement processes, Supplier shall defend, indemnify and hold harmless Importer from and against any and all damages and liability, costs or expenses, including attorneys' fees, it may incur as a result of product liability, trademark infringement, product recall, breach of contract or other action relating to breach of warranty or representation by Supplier.

(i) Supplier warrants that the shelf life of all Products sold to Importer shall be not less than twelve (12) months provided all such Products are properly handled, stored and shelved by Importer and its customers.

8. Product Liability and Returns .

(a) During the term of this Agreement, each party shall maintain, in full force and effect, general liability insurance with product hazard coverage regarding the sale of the Products in the Territory in an amount of not less than five million dollars ($5,000,000) in the aggregate and one million dollars ($1,000,000) for single accident occurrence. Such insurance shall contain a broad form vendor's endorsement inuring to the benefit of the other party. Each party shall, on an annual basis, furnish to the other party a certificate confirming such coverage.

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(b) Subject to the provisions of Section 7(i) above, any Products not merchantable due to quality deficiencies, packaging problems or errors committed by Supplier or its suppliers, may be returned to Supplier at Supplier's cost, for full credit or replacement, provided that notice of such defect, if patent, is given to Supplier within six (6) months of receipt of shipment of the Products and, if latent, within six (6) months after Importer's knowledge of the defect. Supplier shall not be obliged to issue a credit for any Products that have been rendered unmerchantable by inordinate delays in shipping, improper handling or other negligent acts on the part of Importer or its customers. Notice of unmerchantable Products shall be given to all parties upon receipt of such information.

9. Rights of First Refusal . During the term of this Agreement, Importer shall have the right of first refusal regarding:

(a) any other current or future rum or ginger beer products Supplier currently maintains in, or adds to, its product line for sale in the Territory.

(b) If Importer exercises its option pursuant to paragraph 9(a) above, paragraph 1(a) shall be automatically amended and the term "Products" as used in this Agreement shall be deemed to include such additional product. In the event that Importer declines to exercise such option, Supplier shall be free to negotiate with other Importers for such products, but Supplier shall not thereafter enter into an importation agreement with any other importer upon terms more favorable than those offered to Importer.

10. Intellectual Property .

(a) Supplier represents and warrants that it has entered into the Export Agreement and pursuant to its rights thereunder, it has the authority to market and sell the Products into the Territory for resale; it has a license to use all common law or statutory rights in all symbols, designs, words and other trade dress features used upon or associated with the Products, whether registered as trademarks, service marks or copyrights, or not (the "Intellectual Property"); and it is authorized to grant rights or sublicenses to Importer for non-exclusive and limited use of the Intellectual Property in connection with the sale and distribution of the Products within the Territory.

(b) Supplier hereby grants to Importer a non-exclusive license to use the Intellectual Property in the Territory for the Term of this Agreement for the limited purposes of the sale, promotion and distribution of the Products, subject to the following, to which the Importer hereby agrees:

(i) Importer shall use the Intellectual Property only in connection with the sale, promotion and distribution of the Products.

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(ii) All uses of the Intellectual Property shall reproduce faithfully the design and appearance of the Intellectual Property as represented in or on the labels and packaging or as is otherwise provided by Supplier, including claims of copyright or trademark protection and/or registration.

(iii) Any uses of the Intellectual Property by Importer, shall first be approved by Supplier. E-mail approval shall be sufficient for this purpose.

(iv) The Intellectual Property shall not be used in juxtaposition or conjunction with intellectual property associated with any product or service other than the Products and shall always be used in good taste and in a manner which is not in any way denigrating to the Supplier or the Intellectual Property.

(v) Importer shall have no right to sublicense to any third party the right to reproduce the Intellectual Property for any purpose, except in connection with media advertising, which shall first be reviewed and approved in writing or provided (e.g., advertising mats) by the Supplier.

(c) Notwithstanding any rights granted in any provision of this Agreement, Importer expressly acknowledges and agrees that the Intellectual Property is the property of the Supplier's licensor(s) and Importer neither shall make claim nor assert any right to, or interest in, the Intellectual Property during or after the expiration or termination of this Agreement, except the right to limited non-exclusive use during the Term hereof in accordance with the foregoing provisions.

11. Termination .

(a) Supplier may terminate this Agreement prior to its expiration by giving notice to the Importer for any of the following reasons:

(i) Importer, through failure to renew, or because of cancellation, suspension or revocation continuing for a period in excess of sixty (60) days, has suffered the loss of any material license or permit required by law and necessary to carry out the provisions of this Agreement;

(ii) Importer has failed to make payment of any invoice in accordance with Supplier's credit terms and has not remedied the failure after thirty (30) days' written notice of such failure and no bona fide dispute regarding said invoice(s) exists between the parties;

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(iii) Importer has breached or failed to fulfill any other material term or condition of this Agreement and has not remedied the breach or failure after thirty (30) days' written notice of said breach or failure to perform and there is no bona fide dispute that a material breach has occurred.

(iv) Importer has changed ownership through a sale, merger, acquisition or other major change in equity control without the prior written approval of Importer, with such approval not to be unreasonably withheld. For purposes of this provision, a major change shall be defined as a change affecting more than twenty five percent (25%) of control at any one time or a cumulative series of changes affecting fifty one percent (51%) of control.

(b) Importer may terminate this Agreement prior to its expiration by giving notice to Supplier for either of the following reasons:

(i) Supplier has failed to honor any commitment regarding sales, delivery, credits, allowances, returns, packaging quality or product quality, and that such failure has continued for a period of thirty (30) days after written notice to Supplier.

(ii) Supplier has failed to fulfill any other material term or condition of this Agreement and has not remedied this failure after thirty (30) days' notice thereof and there is no bona fide dispute that a material breach has occurred.

(c) This Agreement shall terminate automatically and without notice for any of the following reasons:

(i) Either party has filed a voluntary petition in bankruptcy or entered into an arrangement under a national or federal bankruptcy statute or other voluntary proceeding under any federal, state, or local law for the settlement or extension of payment of its obligations to general creditors; or

(ii) An involuntary lien or petition in bankruptcy has been filed against either party and such involuntary lien or petition has not been dismissed within thirty (30) days; or

(iii) Either party ceases to do business; or

(iv) The Export Agreement has terminated.

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12. Events Upon Expiration or Termination.

(a) Upon the expiration of the final Term or upon the effective date of any termination of this Agreement, the following shall occur:

(i) Subject to the provisions of Section 12(b) below, all outstanding, but unshipped orders for Product by the Importer shall be deemed cancelled, whether previously accepted by Supplier or not.

(ii) All outstanding invoices of Supplier to Importer for Product sold and delivered to carriers, whether due in accordance with their terms or not, shall become due and payable immediately.

(iii) Importer promptly shall release and deliver to Supplier (FOB Importer's facility loading dock) all point-of-sale or other materials in its possession that Supplier furnished to it without charge and any items in its possession (other than Product) that bear Intellectual Property (as described in Section 10, above).

(iv) Importer and its employees immediately shall cease all use of the Intellectual Property referred to in Section 10 above, except as required to sell any remaining inventory held by Importer.

(v) Supplier or its designee, shall have the option, for thirty (30) days after the effective date of expiration or termination, to repurchase, at Importer's laid-in-cost, its inventory of factory sealed cases of the Product and/or point-of sale material for the Product purchased by Importer, less any sums for payments Importer owes to Supplier. Importer hereby agrees to sell said inventory to Supplier, or Supplier's designee, provided said Designee is a licensed vendor of alcoholic beverages, on said terms, in the event Supplier provides timely written notice of the exercise of the aforementioned option.

(vi) Both parties warrant and covenant that, upon expiration or termination, neither party will take any action to impair or diminish the goodwill or business of the other party and neither party will disclose any confidential information about the other party.

(b) Upon the occurrence of a termination event or following notice of termination to Importer, but prior to the effective date thereof, Supplier shall honor Importer's outstanding and unshipped orders or orders submitted prior to the effective date of termination only on a payment-before-shipment basis, provided the following conditions are met:

(i) All outstanding invoices due and owing to Supplier have been paid in full;

(ii) Such orders are in accord with past purchasing practices;

(iii) Such orders are scheduled for delivery prior to the effective date of Termination; and

(iv) Such orders for the Product shall be sufficient to satisfy only Importer's demand for the Product in the Territory prior to the date of termination and not thereafter.

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13. Choice of Law and Disputes.

The rights and obligations of the parties under this agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods but instead shall be construed and enforced in accordance with the laws of the State of New York in the United States of America without giving effect to principles of conflict of laws. In the event any disagreement or dispute between the parties arises under or out of this Agreement, such disagreement or dispute shall initially be submitted to Judicial Mediation Services, Inc., a professional mediating service consisting of retired Federal and State judges (“JAMS”) or a mutually agreed upon dispute resolution service. The mediation shall be conducted in accordance with the rules of JAMS or such other dispute resolution service as might be agreed upon and shall be held in New York, New York. Any award made by JAMS or such other dispute resolution service as might be agreed upon shall be binding upon the parties. Mediation shall be the preferred remedy for breach of this Agreement by either party. The parties shall share equally all costs of mediation other than representation by counsel which shall be at each party’s own expense.

14. Miscellaneous .

(a) All notices or consents provided for by this Agreement shall be in writing and shall be delivered by hand or registered or certified mail to the party to whom notice or consent is to be given at the address set forth above. Such notice may be given by facsimile but a confirming copy must be delivered by hand or registered or certified mail. The date of delivery of the written confirmation will be considered the effective date of delivery of notice. For required Marketing and Intellectual Property approval, e-mail notification shall be acceptable when confirmed by the receiving party.

(b) This agreement represents the entire agreement between the parties, supersedes all their prior oral or written agreements or understandings, including without limitation, the Prior Agreement, and shall not be changed except by a further written agreement or a written amendment to this Agreement executed by both parties.

(c) The failure by either party to exercise any of its rights under this Agreement shall not be construed as a waiver of such rights. Any such failure shall not preclude the exercise of such rights at any later time.

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15. Force Majeure . If any party is prevented from performing any of its obligations hereunder by an occurrence beyond its reasonable control such as, but not limited to, acts of God, fire, flood, war, insurrection, government regulations, raw material shortage, strikes, or lack of common carrier facilities, then the affected party shall be excused from performance for so long as such occurrence exists.

16. Severability . If any term of this Agreement is in violation of, or prohibited by, any applicable law or regulation, such term shall be deemed as amended or deleted to conform to such law or regulation without invalidating or amending or deleting any other term of this Agreement.

17. Assignment. Neither party may assign this Agreement without the prior written consent of the other party. Any purported assignment without such consent shall be null and void.

18. Notice . Any required notices pursuant to this Agreement shall be sent to:

For Importer:

Castle Brands (USA) Corp.
122 East 42 nd Street, Suite 5000,
New York, New York 10168
Attn: John S. Glover, President and CEO

with a copy (which shall not itself constitute notice) to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attention: Bradley D. Houser

For Supplier:

Gosling-Castle Partners Inc.
122 East 42 nd Street, Suite 5000,
New York, New York 10168
Attn: E. Malcolm B. Gosling, President and CEO

with a copy (which shall not itself constitute notice) to:

Gosling's Export (Bermuda) Ltd.
P.O. Box HM 827
Hamilton, HM CX
Bermuda

19. Relationship of the Parties . The parties acknowledge that no joint venture has been created by this Agreement and that neither party can take any action that is legally binding on the other party without the prior consent of the party to be charged.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

CASTLE BRANDS (USA) CORP.

By: */s/ Alfred J. Small*

Alfred J. Small
Chief Financial Officer

GOSLING-CASTLE PARTNERS INC.

By: */s/ Richard Lampen*

Richard Lampen
Director

[Signature Page to Amended and Restated National Distribution Agreement]

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EXHIBIT 1

SCHEDULE A

GOSLINGS GINGER BEER

Item #	Description	US Cost	Tax-Duty	Freight Cost	Total Cost
GS0STD0008-24	8oz/24 Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GS0STD08-24X	8oz/24 Gingerbeer	$ [*]	$ -	$ -	**$ [*]**
GS0DIET0008-24	8oz/24 Diet Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GS0DIET08-24X	8oz/24 Diet Gingerbeer	$ [*]	$ -	$ -	**$ [*]**
GS001ALC08-24	8.4oz/25 Gingerbeer 1% alc	$ [*]	$ [*]	$ [*]	**$ [*]**
GSWSTD12-24X	12oz/24 Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0FPST012-24X	12oz/24 Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0STD12-24DI	12oz/24 Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0DIET12-24DI	12oz/24 Diet Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0STD12-24CTL	12oz/24 Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GS0STD0012-24	12oz/24 Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GSWDIET12-24X	12oz/24 Diet Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0FPDT012-24X	12oz/24 Diet Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0DIET0012-24	12oz/24 Diet Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GS0STD0010-24	10oz/24 Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GS0DIET0010-24	10oz/24 Diet Gingerbeer 6 packs	$ [*]	$ -	$ [*]	**$ [*]**
GS0STD1000-12X	1000/12 Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0STD1000-12	1000/12 Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GS0DIET1000-12X	1000/12 Diet Gingerbeer [*]	$ [*]	$ -	$ -	**$ [*]**
GS0DIET1000-12	1000/12 Diet Gingerbeer [*]	$ [*]	$ -	$ [*]	**$ [*]**
GS0BIBSTD-15X	1.5 gal Gingerbeer bag in box	$ [*]	$ -	$ -	**$ [*]**
GS0BIBSTD-30X	3.0 gal Gingerbeer bag in box	$ [*]	$ -	$ -	**$ [*]**

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GOSLINGS RUM

Item #	Description	US Cost	Tax-Duty	Freight Cost	Total Cost
GR1OLD0750-06	750/6 Old Family Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR0OLD0700-06X	750/6 Goslings Old Family Rum 80 proof Export	$ [*]	$ -	$ [*]	**$ [*]**
GR0BLKGIF3-06	750/6 Dark N Stormy VAP w/ 2 cans	$ [*]	$ [*]	$ [*]	**$ [*]**
GR2BLKGIF1-06	750/6 Black Seal Rum 80 proof Winter VAP w/ 2 GB cans	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLKGIF1-06	750/6 Black Seal Rum 80 proof Summer VAP w/ 2 GB cans	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLK0750-06	750/6 Black Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR11510750-06	750/6 Black Seal Rum 151 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1GOL0750-12	750/12 Gold Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR0BLK0750-TRL	750/12 Black Seal Rum 80 proof Traveler (old label)	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLK0750-TRL	750/12 Black Seal Rum 80 proof Traveler	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLK0750-12X	750/12 Black Seal Rum 80 proof Export	$ [*]	$ -	$ -	**$ [*]**
GR1BLK0750-12	750/12 Black Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR11510750-12	750/12 Black Seal Rum 151 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR0GOL0700-12X	700/12 Gold Seal Rum 80 proof	$ [*]	$ -	$ [*]	**$ [*]**
GR1GOL0050-120	50/120 Gold Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLK0050-120	50/120 Black Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1GOL0375-24	375/24 Gold Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLK0375-24	375/24 Black Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1GOL1750-06	1750/6 Gold Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLK1750-06	1750/6 Black Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1GOL1000-12	1000/12 Gold Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR1BLK1000-12	1000/12 Black Seal Rum 80 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR11511000-12	1000/12 Black Seal Rum 151 proof	$ [*]	$ [*]	$ [*]	**$ [*]**
GR2DNS0008-24	8.45oz/24 cans RTD 7%	$ [*]	$ [*]	$ [*]	**$ [*]**
GR2DNS0008-24x	8.45oz/24 cans RTD 7% Export	$ [*]	$ -	$ -	**$ [*]**
GR0DNS0008-24	8.45oz/24 cans RTD 9%	$ [*]	$ [*]	$ [*]	**$ [*]**

EXHIBIT 10.18

RESTRICTED STOCK AWARD AGREEMENT

PURSUANT TO THE

CASTLE BRANDS INC.

2013 INCENTIVE COMPENSATION PLAN

THIS AGREEMENT (the " Agreement "), made as of [●], by and between Castle Brands Inc., with its principal office at 122 East 42nd Street, Suite 5000, New York, New York 10168 (the " Company "), and [●] (the " Participant ").

WHEREAS, the Board of Directors of the Company (the " Board ") adopted the Castle Brands Inc. 2013 Incentive Compensation Plan on August 24, 2012 (approved by the shareholders of the Company on October 15, 2012) (as such plan may be amended from time to time, the " Plan ");

WHEREAS, the Plan provides that the Company, through the Compensation Committee of the Board (the " Committee "), has the ability to grant awards of restricted stock to officers, directors, employees, consultants and other persons who provide services to the Company or any Related Entities; and

WHEREAS, subject to the terms and conditions of this Agreement and the Plan, the Committee has determined that Participant, a [●], shall be awarded shares of Restricted Stock in the amount set forth below and subject to the terms, conditions and restrictions set forth herein.

NOW, THEREFORE, the Company and the Participant each agree as follows:

1. **Grant of Restricted Stock** . Subject to the terms, conditions and restrictions of the Plan and this Agreement, the Company hereby grants to the Participant [●] shares of Restricted Stock of the Company (the " Restricted Shares ") effective as of the date hereof (the " Grant Date "). For the avoidance of doubt, the Participant is receiving the Restricted Shares at the five-day volume weighted average price as of [●] of $[●] and on the same terms as were approved by the Committee on such date, and, accordingly, the Participant shall be entitled to all rights of a holder of shares of common stock, par value $.01 per share, of the Company (" Common Stock ") set forth in Section 4 hereof as of the Grant Date. To the extent required by applicable law, the Participant shall pay to the Company the par value ($.01) for each Restricted Share awarded to the Participant simultaneously with the execution of this Agreement in cash or cash equivalents payable to the order of the Company. Pursuant to the Plan and Section 2 of this Agreement, the Restricted Shares are subject to certain restrictions, some of which shall expire in accordance with the provisions of the Plan and Section 2 hereof. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. **Vesting**. (a) Except as otherwise provided in Sections 2(b) and 3 hereof, the Restricted Shares shall become vested in the following percentages and at the following times, provided that the Continuous Service of the Participant continues through and on the applicable Vesting Date:

Percentage of Restricted Shares	Vesting Date
[●]%	[●]

There shall be no proportionate or partial vesting of the Restricted Shares in or during the months, days or periods prior to each Vesting Date, and all vesting of the Restricted Shares shall occur only on the applicable Vesting Date. Upon the termination or cessation of the Participant's Continuous Service, other than a Without Cause Termination or a Good Reason Termination, any portion of the Restricted Shares which is not yet then vested shall automatically and without notice terminate, be forfeited and be and become null and void except as otherwise provided herein.

(b) Notwithstanding any other term or provision of this Agreement, in the event that an Acceleration Event (as defined below) occurs, the Restricted Shares subject to this Agreement shall become immediately fully vested as of the date of the Acceleration Event. For purposes of this Agreement, an "Acceleration Event" shall mean the first to occur of any of the following: (i) a Change in Control (as defined below) provided that the Participant's Continuous Service with the Company and its Related Entities continues through and on the date of such Change in Control; (ii) the Participant's Continuous Service with the Company and its Related Entities terminates through either a Without Cause Termination or a Good Reason Termination (as such quoted terms are defined below); or (iii) the Participant's Continuous Service with the Company and its Related Entities terminates as a result of the Participant's death or disability.

(c) For purposes of this Agreement, " Change in Control " means the occurrence of one of the following events: (i) consummation of a reorganization, merger or consolidation, sale, disposition of all or substantially all of the assets or stock of the Company or any other similar corporate event (a "Business Combination"), in each case, unless, following such Business Combination, all or substantially all of the individuals or entities who were the beneficial owners, respectively, of the voting securities of the Company entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries); or (ii) Board approval of a complete dissolution or liquidation of the Company; or (iii) any "person" (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (the "Exchange Act") and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), other than Dr. Phillip Frost, any member of his immediate family, and any "person" or "group" (as used in Section 13(d)(3) of the Exchange Act) that is controlled by Dr. Frost or any member of his immediate family, any beneficiary of the estate of Dr. Frost, or any trust, partnership, corporation or other entity controlled by any of the foregoing, is or becomes, after the date hereof, a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then outstanding securities eligible to vote for the election of the board of directors of the Company.

(d) For purposes of this Agreement, (i) a "Without Cause Termination" shall mean a termination of the Participant's employment by the Company or a subsidiary thereof other than for Cause (as defined below) or as a result of the Participant's death or disability, (ii) a "Good Reason Termination" shall mean a termination of the Participant's employment by the Participant for "good reason" pursuant to and in accordance with the Participant's written employment agreement with the Company or a subsidiary thereof (if any) on the date hereof, and (iii) "Cause" shall mean the Participant's (i) having committed in the performance of his or her duties, one or more acts or omissions constituting fraud, dishonesty, or willful injury to the Company which results in a material adverse effect on the business, financial condition or results of operations of the Company, (ii) having committed one or more acts constituting gross neglect or willful misconduct which results in a material adverse effect on the business, financial condition or results of operations of the Company, (iii) breach of fiduciary duty, (iv) failure to substantially perform assigned duties relating to such Participant's performance under the terms of his or her employment agreement, if any (other than any such failure owing to Participant becoming disabled), as reasonably determined by a majority of the entire Compensation Committee of the Board of Directors of the Company, after consultation with the Chief Executive Officer of the Company, (v) conviction of, or the entry by the Participant of any plea of guilty or nolo contendere to, any felony, or (vi) material breach of any provision of the Participant's employment agreement, if any, as reasonably determined by the Compensation Committee of the Board of Directors of the Company, after consultation with the Chief Executive Officer; provided, however, that in any of the foregoing circumstances, Participant has failed to cure such Cause, to the extent curable, within a thirty (30) day notice period.

3. **Forfeiture**. If the Participant's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Without Cause Termination or a Good Reason Termination, the Participant shall automatically forfeit any unvested Restricted Shares and the Company shall acquire such unvested Restricted Shares for the amount paid by the Participant for such Restricted Shares (or, if no amount was paid by the Participant for such Restricted Shares, then the Company shall acquire such Restricted Shares for no consideration). The Committee shall have the power and authority to enforce on behalf of the Company any rights of the Company under this Agreement in the event of the Participant's forfeiture of the Restricted Shares pursuant to this Section 3.

4. **Rights as a Holder of Restricted Shares**. From and after the Grant Date, the Participant shall have, with respect to the Restricted Shares (whether vested or unvested), all of the rights of a holder of shares of Common Stock of the Company, including, without limitation, the right to vote the shares, to receive and retain all regular cash dividends payable to holders of shares of record on and after the Grant Date (although such dividends will be treated, to the extent required by applicable law, as additional compensation for tax purposes), and to exercise all other rights, powers and privileges of a holder of shares with respect to the Restricted Shares; provided, that, to the extent the Company issues a dividend in the form of shares or other property, such shares or other property shall be subject to the same restrictions that are then applicable to the Restricted Shares under the Plan and this Agreement and such restrictions shall expire at the same time as the restrictions on the Restricted Shares expire. Participant shall not be required to repay any dividends received with respect to Restricted Shares that are subsequently forfeited prior to vesting.

5. **Taxes; Section 83(b) Election** . The Participant acknowledges that (i) no later than the earlier of (x) the date on which any Restricted Shares shall have become vested or (y) the date on which the Participant makes a Section 83(b) election (if he or she so chooses to make such an election), the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding payment of, any Federal, state or local or other taxes of any kind required by law to be withheld with respect to any Restricted Shares which shall have become so vested; (ii) the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Participant any Federal, state or local or other taxes of any kind required by law to be withheld with respect to any Restricted Shares which shall have become so vested, including that the Company may, but shall not be required to, sell a number of Restricted Shares sufficient to cover applicable withholding taxes; and (iii) in the event that the Participant does not satisfy (i) above on a timely basis, the Company may, but shall not be required to, pay such required withholding and, to the extent permitted by applicable law, treat such amount as a demand loan to the Participant at the maximum rate permitted by law, with such loan, at the Company's sole discretion and provided the Company so notifies the Participant within thirty (30) days of the making of the loan, secured by the Restricted Shares and any failure by the Participant to pay the loan upon demand shall entitle the Company to all of the rights at law of a creditor secured by the Restricted Shares. The Company may hold as security any certificates representing any Restricted Shares and, upon demand of the Company, the Participant shall deliver to the Company any certificates in his or her possession representing the Restricted Shares together with a stock power duly endorsed in blank. The Participant also acknowledges that it is his or her sole responsibility, and not the Company's, to file timely and properly any election under Section 83(b) of the Code, and any corresponding provisions of state tax laws, if the Participant wishes to utilize such election.

6. **No Obligation to Continue Employment** . This Agreement is not an agreement of employment. Neither the execution of this Agreement nor the issuance of the Restricted Shares hereunder constitute an agreement by the Company or any Related Entity thereof to employ or to continue to employ the Participant during the entire, or any portion of, the term of this Agreement, including but not limited to any period during which any Restricted Shares are outstanding.

7. **Legend** . In the event that a certificate evidencing the Restricted Shares is issued, the certificate representing the Restricted Shares shall have endorsed thereon the following legends:

(a) “THE ANTICIPATION, ALIENATION, ATTACHMENT, SALE, TRANSFER, ASSIGNMENT, PLEDGE, ENCUMBRANCE OR CHARGE OF THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF THE CASTLE BRANDS INC. (THE “COMPANY”) 2013 INCENTIVE COMPENSATION PLAN ADOPTED BY THE COMPANY’S BOARD OF DIRECTORS ON AUGUST 24, 2012 (APPROVED BY THE SHAREHOLDERS OF THE COMPANY ON OCTOBER 15, 2012) (AS SUCH PLAN MAY BE AMENDED FROM TIME TO TIME, THE “PLAN”) AND AN AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND THE COMPANY DATED AS OF [●]. COPIES OF SUCH PLAN AND AGREEMENT ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.”

(b) Any legend required to be placed thereon by applicable blue sky laws of any state. Notwithstanding the foregoing, in no event shall the Company be obligated to issue a certificate representing the Restricted Shares prior to vesting as set forth in Section 2 hereof.

8. **Power of Attorney** . The Company, its successors and assigns, is hereby appointed the attorney-in-fact, with full power of substitution, of the Participant for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which such attorney-in-fact may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. The Company, as attorney-in-fact for the Participant, may in the name and stead of the Participant, make and execute all conveyances, assignments and transfers of the Restricted Shares provided for herein, and the Participant hereby ratifies and confirms that which the Company, as said attorney-in-fact, shall do by virtue hereof. Nevertheless, the Participant shall, if so requested by the Company, execute and deliver to the Company all such instruments as may, in the judgment of the Company, be advisable for this purpose.

9. **Transferability** . Unless otherwise determined by the Committee, the Restricted Shares shall not be subject to a Transfer (as defined below), otherwise than by will or under the applicable laws of descent and distribution, unless and until the shares become vested under Section 2 hereof. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Participant. Except as otherwise permitted pursuant to the first sentence of this Section 9 , any attempt to effect a Transfer of any Restricted Shares shall be void *ab initio* . For purposes of this Agreement, “ Transfer ” shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

10. **Miscellaneous** .

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal legal representatives, successors, trustees, administrators, distributes, devisees and legatees. The Company may assign to, and require, any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree in writing to perform this Agreement. Notwithstanding the foregoing, the Participant may not assign this Agreement or any of the Participant’s rights, interest or obligations hereunder.

(b) This award of Restricted Shares shall not affect in any way the right or power of the Board or stockholders of the Company to make or authorize an adjustment, recapitalization or other change in the capital structure or the business of the Company, any merger or consolidation of the Company or subsidiaries, any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares, the dissolution or liquidation of the Company, any sale or transfer of all or part of its assets or business or any other corporate act or proceeding.

(c) The Participant agrees that the award of the Restricted Shares hereunder is special incentive compensation and that it and any dividends paid thereon (even if treated as compensation for tax purposes) will not be taken into account as “salary” or “compensation” or “bonus” in determining the amount of any payment under any pension, retirement or profit-sharing plan of the Company or any subsidiary thereof or any life insurance, disability or other benefit plan of the Company or any subsidiary thereof.

(d) No modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

(e) This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one contract.

(f) The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(g) The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.

(h) All notices, consents, requests, approvals, instructions and other communications provided for herein shall be in writing and validly given or made when delivered, or on the second succeeding business day after being mailed by registered or certified mail, whichever is earlier, to the persons entitled or required to receive the same, at the addresses set forth at the heading of this Agreement or to such other address as either party may designate by like notice. Notices to the Company shall be addressed to Castle Brands Inc. at 122 East 42nd Street, Suite 5000, New York, New York, 10168, Attn: Chief Financial Officer.

(i) This Agreement shall be construed, interpreted and governed and the legal relationships of the parties determined in accordance with the internal laws of the State of New York without reference to rules relating to conflicts of law.

(j) Notwithstanding anything to the contrary herein, in the event of any conflict between the terms hereof and the Participant's employment agreement, if any, the terms of the Participant's employment agreement shall govern.

11. **Provisions of Plan Control**. This Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted thereunder and as may be in effect from time to time. The Plan is incorporated herein by reference. A copy of the Plan has been delivered to the Participant. If and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof (other than any other documents expressly contemplated herein or in the Plan) and supersedes any prior agreements between the Company and the Participant.

[signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CASTLE BRANDS INC.

By: ______________________________
Name:
Title:

Participant :

____

Address of Participant:

EXHIBIT 10.29

AMENDMENT NO. 1 TO STOCKHOLDERS AGREEMENT

This Amendment No. 1 (the "Amendment") made as of the 29th day of March, 2017, by and among Gosling-Castle Partners Inc. (f/k/a Gosling Partners Inc.), a Delaware corporation (the "Company") and the persons listed on Schedule I set forth on Exhibit A attached hereto (the "Stockholders" and, individually, a "Stockholder"), amends the Stockholders Agreement, made as of the 18 th day of February, 2005, by and among Gosling Partners Inc. and the Stockholders (the "Stockholders Agreement").

WHEREAS, the Company and the Stockholders desire to amend the Stockholders Agreement to reflect the present ownership of the issued and outstanding stock of the Company in the amount shown opposite their names on Schedule I.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the mutual promises set forth below, the parties hereto, intending to be legally bound, agree as follows:

1. Schedule I to the Stockholders Agreement is amended to reflect the present ownership of the issued and outstanding stock of the Company by the Stockholders in the amount shown opposite their names as set forth on Exhibit A attached hereto.

2. Section 5 of the Stockholders Agreement is hereby amended to delete the sentence therein which reads, "If the Company proposes to issue any shares of Common Stock or securities convertible into or exchangeable or exercisable for shares of Common Stock, other than securities issued as a result of any stock split, stock dividend, reclassification, recapitalization or the like the Company will deliver to each Stockholder a written notice (the "New Issuance Notice") not less than thirty (30) days prior to the date of completion of such issuance (the "New Issuance")." and to replace it with the following sentence: "If the Company proposes to issue Common Stock or any other class of equity securities or securities convertible into or exchangeable or exercisable for Common Stock or any other class of equity securities (the class of equity securities, including Common Stock, referred to in the preceding sentence is hereinafter referred to as the "New Securities"), other than equity securities issued as a result of any stock split, stock dividend, reclassification, recapitalization or the like, the Company will deliver to each Stockholder a written notice (the "New Issuance Notice") not less than thirty (30) days prior to the date of completion of such issuance (the "New Issuance")."

3. Section 6 of the Stockholders Agreement is amended to be replaced in its entirety with the following:

"6. Liquidation, Dissolution or Winding Up . [Reserved]."

4. Section 7 of the Stockholders Agreement is hereby amended to be replaced in its entirety with the following:

“7. Certain Covenants . The Stockholders and the Company covenant and agree that they will cause the Company to comply with and observe the following covenants and provisions, unless with respect to a specific transaction, event or action that is subject to the provisions of this Section 7, the Company shall have been permitted to effect, participate in or proceed with such transaction, event or action pursuant to the approval of the members of the Board of Directors representing in the aggregate at least (A) 81% of the outstanding shares of Common Stock, and (B) either (1) the member of the Board of Directors appointed by E. Malcolm B. Gosling or (2) the member of the Board of Directors appointed by Gosling’s Limited:

(a) The Company will not enter into or be a party to any material transaction, agreement or arrangement (an “Arrangement”) with any director, officer, employee or Stockholder of the Company or any member of their respective immediate families or any corporation or other entity directly or indirectly controlled by one or more of such directors, officers, employees or Stockholders or members of their immediate families (collectively, a “Related Party”), except (i) if all material terms of such Arrangement are disclosed in advance to all Stockholders and such Arrangement is undertaken in the ordinary course of business and on terms not less favorable to the Company than it would obtain in a comparable arm’s length transaction with an unrelated third party; or (ii) if the Related Party Arrangement is in effect as of the date Amendment No. 1 to Stockholders Agreement.

(b) The Company will use commercially reasonable efforts to enforce its rights under all Related Party Arrangements, and will not amend, terminate, waive, negotiate, settle, or otherwise modify any Related Party Arrangement (each, a “Company Action”), except if all material terms or details of such Company Action with respect to the Related Party Arrangement are disclosed in advance to all Stockholders and such Company Action with respect to the Related Party Arrangement is undertaken in the ordinary course of business and on terms not less favorable to the Company than it would obtain in a comparable arm’s length transaction with an unrelated third party.

(c) The number of directors on the Company’s Board of Directors will remain at five (5).

(d) The Company’s certificate of incorporation and bylaws will not be amended or otherwise modified.

(e) The Company will not make any loan or advance, or incur any indebtedness, pledge or grant liens on any assets or guarantee, indemnify, assume, endorse or otherwise become responsible for the obligations of any other individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity, outside the ordinary course of the Company’s business.

(f) The Company will not purchase, lease or otherwise acquire any real property or interest in real property.

(g) The Company will not create or issue, or agree to create or issue, Common Stock or any other New Securities, or give, or agree to give, any option in respect of any Common Stock or any other New Securities.

(h) The Company will not commence any business or line of business which is inconsistent with the business of the Company as of the date Amendment No. 1 to Stockholders Agreement or make any fundamental changes to the nature of the business of the Company.

(i) The Company will not acquire securities, except in the ordinary course of business, such as short term investments for working capital purposes; form any subsidiary; enter into any partnership or joint venture, except in the ordinary course of business, such as a distribution or reseller arrangement; or acquire all or substantially all of the assets of, or acquiring a controlling interest in, any other business or entity.

(j) The Company will not sell or otherwise dispose of all or any material part of the Company's assets or business.

(k) The Company will not voluntarily liquidate or dissolve or file a voluntary petition by the Company pursuant to Chapter 7, Chapter 11 or Chapter 13 of Title 11 of the U.S. Code.

(l) The Company will not merge, consolidate or reorganize, it being understood that this provision does not affect the right of Castle Brands Inc., itself, to engage in any such transaction.

(m) The Stockholders and the Company will ensure that the Board of Directors does not delegate any of its rights, responsibilities or discretion to any committee thereof, or appoint or remove any committee members.

(n) The Stockholders and the Company will not agree to take any action that, if consummated, would violate this Section 7.

5. Section 11 of the Stockholders Agreement is hereby amended to delete the sentence therein which reads, "The Company plans to separately enter into a five year employment agreement with E. Malcolm B. Gosling, which agreement shall contain standard protective and non-compete provisions, and will endeavor to obtain at least $5,000,000 of Key Man Insurance on the life of E. Malcolm B. Gosling." and to replace it with the following sentence: "The Company plans to separately enter into a consulting agreement with Gosling's International, a Bermuda company, for an initial term of five years, which agreement will automatically renew for additional one-year terms unless either party gives 30 days' advance written notice prior to the expiration of the then-current term. The consulting agreement shall contain standard protective and non-compete provisions. The $5,000,000 of Key Man Insurance in place on the life of E. Malcolm B. Gosling shall remain in effect. The parties hereto acknowledge and agree that if the parties were previously operating pursuant to an employment relationship between the Company and E. Malcolm B. Gosling, such employment relationship shall terminate, and the terms thereof, whether written and/or oral, shall have no further force and effect upon the Company and Gosling's International entering into the consulting agreement pursuant to this Section 11."

6. Sections 12-25 of the Stockholders Agreement are hereby renumbered as Sections 13-26 and the following new Section 12 shall be inserted:

"12. Manufacturing and Distribution Agreement. Gosling's Limited and E. Malcolm B. Gosling shall use commercially reasonable efforts to cause Gosling's Export (Bermuda) Limited ("GXB") to enforce the Polar Agreement (as hereinafter defined). The parties shall cooperate in good faith in allocating costs and expenses relating to enforcement of the Polar Agreement between GXB, the Company and Castle. During the term of the Export Agreement, GXB will not make any amendments or modifications to Sections 2(a), 2(c), 4, 5 or 6 or Schedule A of the Polar Agreement (as defined below) that would adversely and directly affect the Company without the prior written consent of the Company. "Polar Agreement" means the Manufacturing and Distribution Agreement dated April 1, 2009, by and between GXB and Polar Corp., as amended by Amendment No. 1 thereto, dated March 29, 2017."

7. Section 19 of the Stockholders Agreement (renumbered from Section 18) is hereby amended to be replaced in its entirety with the following:

"19. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by a written agreement signed by the Stockholders representing in the aggregate at least (a) 81% of the outstanding shares of Common Stock of the Company, including (b) either E. Malcolm B. Gosling or Gosling's Limited; provided, however, no amendment shall be permitted that (i) imposes any obligation on a Stockholder to contribute capital to the Company or guaranty, indemnify, assume or otherwise become liable for any liability or obligation of the Company, or (ii) adversely and disproportionately effects any Stockholder, without the written consent of such Stockholder; and provided, further, that Stockholders proposing any such amendment shall send notice of any proposed amendment to all Stockholders at least ten (10) days in advance of such amendment becoming effective in order to permit the other Stockholders to communicate any concerns to the proposing Stockholders. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver to any subsequent beach or default of the same or similar nature."

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to its principles of conflicts of law.

9. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Stockholders Agreement.

10. Except as specifically amended herein, the Stockholders Agreement shall remain in full force and effect in accordance with its terms.

11. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. To the extent that any provision of this Amendment conflicts or is inconsistent with the terms of the Stockholders Agreement, this Amendment shall govern, it being agreed that in such event any provisions of the Stockholders Agreement required to be amended to give effect to this Amendment shall be deemed amended.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the date first written above.

GOSLING-CASTLE PARTNERS INC.

By: */s/ Richard Lampen*
Name: Richard Lampen
Title: Director

STOCKHOLDERS:

/s/ E. Malcolm B. Gosling
E. Malcolm B. Gosling

GOSLING'S LIMITED

By: */s/ Nancy Gosling*
Name: Dr. Nancy Gosling
Title: President and Chief Executive Officer

CASTLE BRANDS INC.

By: */s/ Richard Lampen*
Name: Richard Lampen
Title: President and Chief Executive Officer

[Signature Page to Amendment No. 1 to Stockholders Agreement]

EXHIBIT A

SCHEDULE I

Stockholders

Name	Number of Shares Owned
E. Malcolm B. Gosling	99,500
Gosling’s Limited	99,500
Castle Brands Inc.	801,000

EXHIBIT 21.1

Castle Brands Inc. Subsidiaries

Name	State/Country of Incorporation
Castle Brands (USA) Corp.	Delaware, USA
Gosling-Castle Partners Inc.	Delaware, USA
Castle Brands Spirits Group Limited	Ireland
Castle Brands Spirits Company Limited	Ireland
Castle Brands Spirits Marketing and Sales Company Limited	Ireland
Castle Brands Spirits Company (GB) Limited	United Kingdom

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements of Castle Brands Inc. on Form S-3 (Nos. 333-198414, 333-176005 and 333-143422) and Form S-8 (Nos. 333-133567, 333-160380, 333-189750, 333-216910 and 333-216911) of our reports dated June 14, 2017, on our audits of the consolidated financial statements as of March 31, 2017 and 2016 and for each of the years in the three-year period ended March 31, 2017, and the effectiveness of Castle Brands Inc.'s internal control over financial reporting as of March 31, 2017, which reports are included in this Annual Report on Form 10-K.

/s/ EisnerAmper LLP
New York, New York
June 14, 2017

EXHIBIT 31.1

SECTION 302 CERTIFICATION

I, Richard J. Lampen, certify that:

1. I have reviewed this annual report on Form 10-K of Castle Brands Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 14, 2017

/s/ Richard J. Lampen
Richard J. Lampen
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

SECTION 302 CERTIFICATION

I, Alfred J. Small, certify that:

1. I have reviewed this annual report on Form 10-K of Castle Brands Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 14, 2017

/s/ Alfred J. Small

Alfred J. Small
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Richard J. Lampen, the President and Chief Executive Officer of Castle Brands Inc. (the "Registrant") and Alfred J. Small, Chief Financial Officer of the Registrant, each hereby certifies that:

1. The Registrant's Annual Report on Form 10-K for the period ended March 31, 2017 (the "Periodic Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: June 14, 2017

|s| Richard J. Lampen	*|s| Alfred J. Small*
Richard J. Lampen	Alfred J. Small
Chief Executive Officer	Chief Financial Officer
(Principal Executive Officer)	(Principal Financial Officer and Principal Accounting Officer)