

**LESSOR CONSENT TO TRANSFER OF CONTROLLING INTEREST
IN TENANT ENTITY**

THIS LESSOR CONSENT is made this _____ day of _____, 2025, by the Chairperson of the **Caroline Street Corridor and Bahama Village Community Redevelopment Agency**, as Lessor, in favor of **Florida Straits Conch Company**, a Florida corporation, as Tenant. This Lessor Consent pertains to that certain Lease Agreement by and between Lessor and Tenant dated May 1, 2018 (as amended, the "Lease") for the real property located at **631 Greene Street**, City of Key West, Monroe County, Florida (the "Property") which is more particularly described on the attached Exhibit "A" and incorporated herein by reference and such Lease attached as Exhibit "B", which is incorporated by reference.

1. Jeffrey C. Gunther, Kerry A. Gunther and Dean E. Rollings (collectively "Assignors") desire to assign and transfer unto Randal Kassewitz, Mark Vasturo and Joseph Farrell (collectively "Assignees") all of their right, title, and interest in and to the controlling interest of the Tenant pursuant to a sale of Assignors' stock in the Tenant.

2. Pursuant to Paragraph 10 of the Lease, a "sale of a controlling interest in the corporation by sale of stock" requires Lessor's prior written consent.

3. Tenant expressly agrees and covenants that Tenant is the lawful and sole owner of the Lease; that the Lease is free from all encumbrances; and that Tenant has performed all duties and obligations and made all payments required under the terms and conditions of the lease agreement.

4. Assignees and Tenant each acknowledge that Tenant shall remain liable for payment of rent and the obligations to keep and be bound by the terms, conditions, and covenants contained in the Lease.

5. Lessor hereby confirms that the Lease attached hereto has not been amended or modified, and all rent, charges or other payments due the Lessor under the Lease have been paid as of the date of this Lessor's Consent, and there are no other charges which the Lessor claims to be additional liens upon the Tenant's interest in the Lease. Additionally, Tenant has satisfactorily performed all conditions, duties and obligations in the Lease required to be performed by Tenant to the date hereof; and, to the best of the Lessor's knowledge, Tenant is not in default in any manner under any of the provisions of the Lease nor has any event occurred, which, with the passage of time (after notice, if any, required by the Lease), would become an event of default under the Lease.

6. This Lessor Consent is contingent upon the completion of the sale between the Assignors and Assignees of the controlling interest in the Tenant entity. Lessor acknowledges that Assignees are relying upon this Lessor's Consent to proceed with the completion of the sale of the controlling interest in the Tenant entity.

7. 6. Tenant hereby represents and warrants that Tenant is a has full right and authority to execute and deliver this Lessor's Consent, and that each person signing on behalf of Tenant is authorized to do so. Lessor hereby represents and warrants to Tenant that Lessor has full right and authority to execute and deliver this Lessor's Consent, and that the Chairperson signing on behalf of Lessor is authorized to do so.

8. 7. Lessor hereby consents to the above-referenced assignment and transfer of Assignors' controlling interest in Tenant to Assignees, and confirms that the Lease shall remain valid and in full force and effect with Tenant.

LESSOR: **Caroline Street Corridor and
Bahama Village Community Redevelopment
Agency**

By: _____
Printed Name: Danise Henriquez
Its: Chairperson

STATE OF _____)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on _____, 202____, by _____, as Chairperson of Caroline Street Corridor and Bahama Village Community Redevelopment Agency.

Name: _____
Notary Public, _____, County, _____
Acting in _____, County, _____
My commission expires: _____

TENANT: Florida Straits Conch Company, a Florida corporation

By: _____
Printed Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____) §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on _____, 202____, by _____, as _____ of FLORIDA STRAITS CONCH COMPANY, a Florida corporation, on behalf of such corporation.

Name: _____
 Notary Public, _____, County, _____
 Acting in _____, County, _____
 My commission expires: _____

EXHIBIT A
Property
631 Greene Street

EXHIBIT B
Lease