

ASSIGNMENT OF LEASE AGREEMENT AND CONSENT OF LESSOR

THIS ASSIGNMENT is made this _____ day of _____, 2013, by and between Key West Ice Cream, Inc. as assignor, to Waterfront Brewery, LLC, as assignee.

The assignors, in consideration of the covenants and agreements contained herein, assign and transfer to assignees the lease agreement (hereinafter "Agreement"), dated June 25, 2007 by and between Key West Ice Cream Factory, Inc, as Lessee and the Caroline Street Corridor and Bahama Village Community Redevelopment Agency, as Lessor. The Agreement pertains to real property located at 201 William Street Unit E , in Monroe County, Florida, and more particularly described on Exhibit "A", which is attached hereto and incorporated by reference.

1. The assignor assigns and transfer unto the assignee all of its right, title, and interest in and to the Agreement and premises, subject to all the conditions and terms contained in the Agreement. A Copy of the Agreement is attached hereto, incorporated by reference, and more particularly described as Exhibit A".

2. The assignor herein expressly agrees and covenants that they are the lawful and sole owner of the interest assigned herein; that this interest is free from all encumbrances; and that they have performed all duties and obligations and made all payments required under the terms and conditions of the lease agreement.

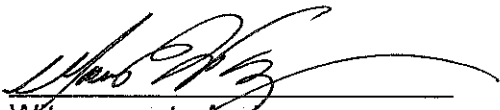
3. The assignor herein expressly acknowledges, pursuant to paragraph 10 of the Agreement, that this assignment shall not relieve assignor from liability for payment of rent or from the obligation to keep and be bound by the terms, conditions, and covenants contained in the Agreement.

4. The assignee herein expressly agrees herein to be liable for all the duties and obligations required by the terms of the lease agreement. The assignee expressly agrees herein to pay all rent due after the effective date of this agreement, and to assume and perform all duties and obligations required by the terms of the lease agreement.

5. This assignment is contingent upon the completion of the sale between the assignor and assignee of the business conducted on the subject premises.

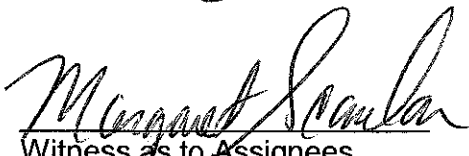
6. No later than the effective date of this assignment, the assignee herein expressly agrees to post the security deposit equal to one month's rent as required pursuant to the lease agreement for the faithful performance by assignees of the terms, conditions and covenants of the Agreement.

7. In the event assignees file any form of bankruptcy, lessor shall be entitled to immediate termination of the automatic stay provisions of 11 U.S.C. §362, granting the lessor complete relief and allowing the lessor to exercise all of its legal and equitable rights and remedies, including, without limitation, the right to terminate this lease and dispossess assignees from the demised premises in accordance with Florida law. Additionally, assignees agree not to directly or indirectly oppose or otherwise defend against the lessor's effort to gain relief from any automatic stay. The lessor shall be entitled as aforesaid to the lifting of the automatic stay without the necessity of an evidentiary hearing and without the necessity or requirement of the lessor to establish or prove the value of the leasehold, the lack of adequate protection of his interest in the leasehold, or the lack of equity in the same. Assignees specifically agree and acknowledges that the lifting of the automatic stay hereunder by the appropriate bankruptcy court shall be deemed to be "for cause" pursuant to section 362(d) (1).

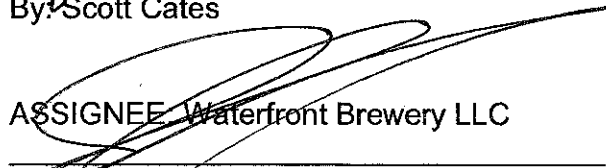

Witness as to Assignor

ASSIGNOR: Key West Ice Cream Factory, Inc.


By: Scott Cates


Witness as to Assignees

ASSIGNEE Waterfront Brewery LLC


By: Joe Walsh, Manager Member

ASSIGNOR

State of Florida }
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Scott Cates, to me personally known or who provided _____ as photo identification, and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 13 day of May, 2013


Notary Public, State of Florida

My Commission Expires:



ASSIGNEE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Joe Wilson, to me personally known or who provided Driver's License as photo identification, and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 15th day of May, 2013.

Diane M. Cooper
Notary Public, State of Florida

My Commission Expires:

State of Florida }
County of Monroe }



CONSENT OF LESSOR

I, _____, as Chairman of the Lessor named in the above assignment of that lease agreement executed by us on June 25, 2007, herein expressly consent to that assignment.

I also consent to the agreement by the assignee to assume, after the effective date of the assignment, the payment of rent and the performance of all duties and obligations as set forth in the lease and accept assignee as tenant in the place of Key West Ice Cream Factory Inc. alone.

LESSOR:
Caroline Street Corridor and Bahama
Village Community Redevelopment Agency

Witness as to Lessor

Craig Cates, Chairman

State of Florida }
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, _____, to me personally known or who provided _____ as photo identification, and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this _____ day of _____, 20__.

Notary Public, State of Florida

My Commission Expires