

## UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE

THIS GUARANTY is made as of the \_\_\_\_ day of April, 2023, by CIDC LAKE PARK LLC, a Florida limited liability company ("**CIDC**") having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, FLORIDA CANNING COMPANY, LLC, a Florida limited liability company ("**Florida Canning Company**"), having an address at 11259 Edgewater Circle, Wellington, FL 33414, CHARLES SCHORR LESNICK, having an address at 11259 Edgewater Circle, Wellington, FL 33414, KISS KITCHENS LLC, a Florida limited liability company ("**Kiss Kitchens**"), having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, RICHARD KOORIS, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, LEONARD SCHWARTZ, having an address at 944 Warren Parkway, Teaneck, NJ 07666, OCEANA LOGISTICS INTERNATIONAL INC., a Florida corporation ("**Oceana**"), having an address at 221 Old Dixie Hwy., Suite 1, Tequesta, FL 33469, and AMY ANGELO, having an address at 221 Old Dixie Hwy., Suite 1, Tequesta, FL 33469 (collectively, "**Guarantors**").

### WITNESSETH:

A. Oceana, Kiss Kitchens, and Florida Canning Company (collectively, "**Grantees**") sought a redevelopment grant ("**Grant**") from the Town of Lake Park Community Redevelopment Agency ("**Grantor**") in the amount of \$1,000,000.00 to be used for a redevelopment project ("**Project**") for the property located at 1301 10<sup>th</sup> Street, Lake Park, Florida.

B. Grantor and Grantees entered into that certain First Amendment to the Redevelopment Grant Agreement dated April \_\_, 2023 (the "**Grant Agreement**") in which Grantor agrees to provide the Grant to Grantees subject to the terms and conditions of the Grant Agreement. The receipt of the Grant is expressly conditioned upon Grantees jointly and severally remaining in compliance with all of the obligations that are required for the Project pursuant to the Grant Agreement and the Development Order (the Grant Agreement and the Development Order are collectively referred to herein as the "**Grant Documents**").

C. Grantor has agreed to make the Grant available to Grantees in consideration, among other things, of the covenants and obligations made and assumed by Guarantors as herein set forth.

D. Guarantors will benefit directly from the making of the Grant to Grantees.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, Guarantors irrevocably and unconditionally agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Grant Agreement.

2. Guarantors hereby guarantee the prompt and full payment and performance by Grantees of each item, covenant, condition, provision and obligation to be paid, kept, observed and performed by Grantees under the Grant Documents, and any subsequent amendments, extensions or restatements thereof (the "**Repayment Guaranty**").

3. Grantor hereby agrees to provide Guarantors with Sixty (60) days' written notice (the "**Written Notice**") of any default made by the Grantees under the provisions of the Grant

Documents. Provided Guarantors are provided Written Notice, Guarantors waive any rights by reason of any forbearance, modification, waiver, or renewal or extension which Grantor may grant, or to which Grantor and Grantees may agree, with respect to the Grant Documents, waive notice of acceptance of this Guaranty..

4. The obligations of Guarantors under this Agreement are primary, absolute, independent, irrevocable and unconditional. This shall be an agreement of suretyship as well as of guaranty and provided Guarantors are provided Written Notice of a default and the opportunity to Cure, shall be operational by Grantees without being required to proceed first against Grantees or any other person or entity, or against any other security for Grantees' obligations to Grantor, Grantor may proceed directly against Guarantors.

5. The obligations of Guarantors under this Agreement shall be unconditional and irrevocable, irrespective of either (a) the genuineness, validity or enforceability, of the Grant Documents, (b) any limitation of liability of the Grantees contained in the Grant Documents, (c) the existence of any security given to secure the Grant, (d) any defense that may arise by reason of the incapacity or lack of authority of Grantees or any Guarantors or the failure of Grantor to file or enforce a claim against the estate of Grantees or any Guarantors in any bankruptcy or other proceeding, or (e) any other circumstances, occurrence or condition whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a Guarantor or surety.

6. If Guarantors shall advance any sums to Grantees or their successors or assigns, or if the Grantees or their successors or assigns shall now be or hereafter become indebted to Guarantors, such sums or indebtedness shall be subordinate in payment and in all other respects to the amounts then or thereafter due and owing to Grantor under the Grant Documents. If Guarantors collect any of such sums or indebtedness from Grantees at any time when either Grantees are in default under the Grant Documents, such collected funds shall be deemed collected and received by Guarantors in trust for Grantor, and shall be paid over to Grantor, upon demand by Grantor, for application, when received, on account of Grantees' obligations under the Grant Documents. Nothing herein contained shall be construed to give Guarantors any right of subrogation in and to the Grant Documents or all or any part of the Grantor's interest in the Grant Documents, until all amounts owing to Grantor have been paid in full.

7. Guarantors represent and warrant that (a) Guarantors have either examined the Grant Documents or have had an opportunity to examine the Grant Documents and have waived the right to examine them; (b) that Guarantors have the full power, authority and legal right to enter into, execute and deliver this Agreement; (c) that this Agreement is a valid and a binding legal obligation of Guarantors, and is fully enforceable against Guarantors in accordance with its terms; (d) that the execution, delivery and performance by Guarantors of this Agreement will not violate or constitute a default under any indenture, note, loan or credit agreement or any other agreement or instrument to which Guarantors are a party or are bound; (e) Guarantors will derive direct, substantial benefit from the Grant to Grantees; and (f) if Guarantors or Grantees have delivered to Grantor financial statements of Guarantors, there has been no material adverse change in the financial condition of Guarantors from the financial condition of Guarantors shown on such financial statement delivered to Grantor.

8. All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Town of Lake Park  
Community Redevelopment Agency

Attn: Executive Director  
535 Park Avenue  
Lake Park, FL 33403

CIDC Lake Park LLC  
Attn: Frances M. Brandt  
15375 Blue Fish Circle  
Lakewood Ranch, FL 34202

Oceana Logistics International, Inc.  
Attn: Amy Angelo  
221 Old Dixie Hwy, Suite 1  
Tequesta, FL 33469

Florida Canning Company, LLC  
c/o Charles Schorr Lesnick  
11259 Edgewater Circle  
Wellington, FL 33414

Kiss Kitchens LLC  
c/o Richard Kooris  
15375 Blue Fish Circle  
Lakewood Ranch, FL 34202

Amy Angelo  
221 Old Dixie Hwy., Suite 1  
Tequesta, FL 33469

Charles Schorr Lesnick  
11259 Edgewater Circle  
Wellington, FL 33414

Richard Kooris  
15375 Blue Fish Circle  
Lakewood Ranch, FL 34202

Leonard Schwartz  
944 Warren Parkway  
Teaneck, NJ 07666

Cabot J. Marks, Esq.  
MarksDiPalermo PLLC  
New York, NY 10022

9. All rights and remedies of Grantor under this Agreement, the Grant Documents, or by law are separate and cumulative, and the exercise of one shall not limit or prejudice the exercise of any other such rights or remedies. The enumeration in this Agreement of any waivers or consents by Guarantors shall not be deemed exclusive of any additional waivers or consents by Guarantors which may be deemed to exist, in law or equity. No delay or omission by Grantor in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment of this Agreement shall be deemed made by Grantor unless in writing and duly signed by Grantor. Any such written waiver shall apply

only to the instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Grantor, and no single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise thereof or any other right or remedy.

10. If Grantor employs counsel to enforce this Agreement by suit or otherwise, Guarantors will reimburse Grantor, upon demand, for all expenses incurred in connection therewith (including, without limitation, reasonable attorneys, fees incurred at trial, on appeal or in connection with any bankruptcy proceedings) whether suit is actually instituted.

11. This Agreement shall be binding upon Guarantors, and Guarantors' heirs, administrators, executors, successors and assigns, and shall inure to the benefit of Grantor (and its affiliates as appropriate) and its successors and assigns.

12. The obligations and liabilities of Guarantors hereunder are and shall be joint and several and are and shall be joint and several with the obligations and liabilities of Grantees and any other guarantors of obligations arising under the Grant Agreement. For purposes of this instrument the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require.

13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect and shall be liberally construed in favor of Grantor in order to affect the provisions of this Guaranty.

14. This Agreement may be signed in several counterparts all of which counterparts when taken together will constitute this Agreement. Each such counterpart shall be valid and enforceable against the party and/or parties by whom it is signed.

15. Guarantors agree that this Agreement shall be governed by and construed according to the laws of the State of Florida regardless of where the residence or domicile of Guarantors are now or may hereafter be located.

16. Guarantors and Grantor hereby waive any and all rights to a trial by jury in any action, proceeding, counterclaim or subsequent proceeding, brought by either Grantor, Grantees or any Guarantors of any obligation created under the Grant, the Grant Documents or any of the other documents executed and delivered in connection therewith against any or all of the others on any matters whatsoever arising out of, or in any way related to the Grant, the Grant Documents, any of the other documents executed and delivered in connection therewith.

IN WITNESS WHEREOF, Guarantors have executed and sealed this Agreement the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

Signed, Sealed and Delivered  
in the Presence of:

CIDC LAKE PARK LLC,  
a Florida limited liability company

Signed, Sealed and Delivered  
in the Presence of:

Daniel Rady  
Print Name: DANIEL RADY

Shannon Mowatt  
Print Name: SHANNON MOWATT

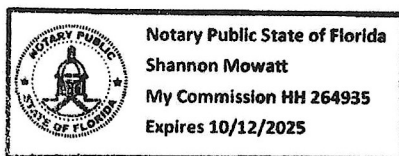
CIDC LAKE PARK LLC,  
a Florida limited liability company

Frances M. Brandt  
By: Frances M. Brandt  
Its: Authorized Member

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 4<sup>TH</sup> day of APRIL, 2023,  
by Frances M. Brandt, Authorized Member of CIDC Lake Park LLC, a Florida limited liability  
company, who is ☐ personally known to me or who ☒ produced  
FLORIDA DL as identification.

(NOTARY SEAL)



Shannon Mowatt  
Notary Public  
Print Name: SHANNON MOWATT

My commission expires: 10.12.2025

Signed, Sealed and Delivered  
in the Presence of:

ANDUELA KOROVESHI  
Print Name: \_\_\_\_\_

LEONARD SCHWARTZ

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF New Jersey  
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2023,  
by LEONARD SCHWARTZ, who is ☐ personally known to me or who ☒ produced  
NJ Driver's License as identification.

(NOTARY SEAL)

Anduela Koroveshi  
Notary Public  
Print Name: Anduela Koroveshi

My commission expires: 2/16/27

ANDUELA KOROVESHI  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 02/16/2027

Signed, Sealed and Delivered  
in the Presence of:

Print Name: CHMS SILMAN

Print Name: Alex B. Hentze

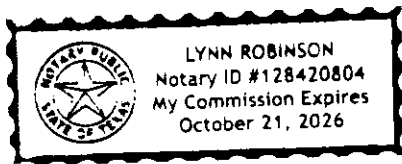
KISS KITCHENS LLC,  
a Florida Limited Liability company

By: Richard Kooris  
Its: Authorized Member

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 10TH day of APRIL, 2023,  
by Richard Kooris, Authorized Member of Kiss Kitchens, LLC, a Florida limited liability company,  
who is ☒ personally known to me or who ☐ produced  
as identification.


(NOTARY SEAL)




Lynn Robinson  
Notary Public  
Print Name: LYNN ROBINSON

My commission expires: 10.21.2026

Signed, Sealed and Delivered  
in the Presence of:

  
\_\_\_\_\_

Print Name: CHRIS SILMAN

  
\_\_\_\_\_

Print Name: Alex Bellentini

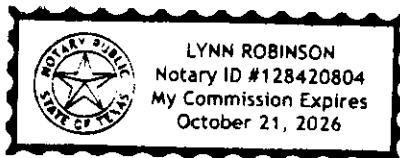
  
\_\_\_\_\_


RICHARD KOORIS

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 10TH day of APRIL, 2023,  
by RICHARD KOORIS, who is ☒ personally known to me or who ☐ produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)



  
\_\_\_\_\_  
Notary Public

Print Name: LYNN ROBINSON

My commission expires: 10.21.2026



Signed, Sealed and Delivered  
in the Presence of:

Mary E. Schmidt  
Print Name: Mary Schmidt

M. Gillespie  
Print Name: M. Gillespie  
(Michelle)

Charles  
CHARLES SCHORR LESNICK

STATE OF New York  
COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 3 day of April, 2023,  
by CHARLES SCHORR LESNICK, who is ☒ personally known to me or who ☐ produced  
as identification.

(NOTARY SEAL)

Christine A. Peters  
Notary Public  
Print Name: Christine A. Peters

My commission expires:

Christine A Peters  
Notary Public, State of New York  
Reg. No. 01PE6376772  
Qualified in Westchester County  
Commission Expires 07/25/2026

Signed, Sealed and Delivered  
in the Presence of:

Mary E. Schmidt  
Print Name: Mary Schmidt

M. Gillespie  
Print Name: M. Gillespie  
(Michelle)

STATE OF New York  
COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 3 day of April, 2023,  
by Charles Schorr Lesnick, Authorized Member of Florida Canning Company, LLC, a Florida  
limited liability company, who is ☒ personally known to me or who ☐ produced  
as identification.

(NOTARY SEAL)

Christine A. Peters  
Notary Public  
Print Name: Christine A. Peters

My commission expires:

Christine A Peters  
Notary Public, State of New York  
Reg. No. 01PE6376772  
Qualified in Westchester County  
Commission Expires 07/25/2026

FLORIDA CANNING COMPANY, LLC,  
a Florida limited liability company

Charles Schorr Lesnick  
By: Charles Schorr Lesnick  
Its: Authorized Member

Signed, Sealed and Delivered  
in the Presence of:

Chantal Samlaj  
Print Name: Chantal Samlaj

Brigitte Roker  
Print Name: Brigitte Roker

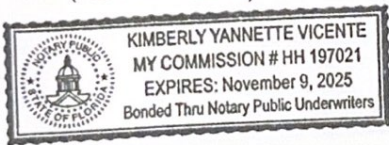
OCEANA LOGISTICS INTERNATIONAL,  
INC., a Florida corporation

Amy Angelo  
By: Amy Angelo  
Its: President

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 4 day of April, 2023,  
by Amy Angelo, President of Oceana Logistics International, Inc., a Florida corporation, who is  
☐ personally known to me or who ☒ produced  
FI 02 as identification.

(NOTARY SEAL)



Kimberly Vicente  
Notary Public  
Print Name: Kimberly Vicente

My commission expires:



Signed, Sealed and Delivered  
in the Presence of:

Charlita Samboi  
Print Name: Charlita Samboi

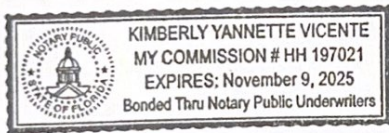
Engitte Roker  
Print Name: Engitte Roker

AMY ANGELO  
AMY ANGELO

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 4 day of April, 2023,  
by AMY ANGELO, who is ☒ personally known to me or who ☒ produced  
FI DL as identification.

(NOTARY SEAL)



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Kimberly Vicente  
Notary Public  
Print Name: Kimberly Vicente

My commission expires: