

UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE

THIS GUARANTY is made as of the ____ day of November, 2022, by 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, 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 \$1,000,000.000 to be used for a redevelopment project ("**Project**") for the property located at 1301 10th Street, Lake Park, Florida.

B. Grantor and Grantees entered into that certain Redevelopment Grant Agreement dated November 16, 2022 (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 and every 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. Guarantors hereby waive any right to notice of advances made to Grantees from time to time under the provisions of the Grant Documents, waive any rights Guarantors may have 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, and waive presentment, demand notice or protest of any kind.

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 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) impossibility or the illegality of performance on the part of Grantees of its obligations under the Grant Documents, (e) 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 (f) 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. Guarantors agree that Grantor may at any time and from time to time, with or without consideration, release any one or more Guarantors of the Grant Documents and/or release Grantees from their obligations under the Grant Documents, without notice to, or further consent from, Guarantors. Any such action shall not in any way affect or diminish the liability of Guarantors under this Agreement.

7. 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.

8. 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.

9. 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

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

10. 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 particular 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.

11. 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 or not suit is actually instituted.

12. 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.

13. 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 and Grantor may proceed against all or some or any of them in any order. 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.

14. 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 effect the provisions of this Guaranty.

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

16. 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.

17. 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:

FLORIDA CANNING COMPANY, LLC,
a Florida limited liability company

Print Name:_____

By: Charles Schorr Lesnick
Its: Authorized Member

Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
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)

Notary Public
Print Name:_____

My commission expires:

Signed, Sealed and Delivered
in the Presence of:

Print Name:_____

CHARLES SCHORR LESNICK

Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by CHARLES SCHORR LESNICK, who is [____] personally known to me or who [____] produced
_____ as identification.

(NOTARY SEAL)

Notary Public
Print Name:_____

My commission expires:

Signed, Sealed and Delivered
in the Presence of:

KISS KITCHENS LLC,
a Florida limited liability company

Print Name:_____

By: Richard Kooris
Its: Authorized Member

Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
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)

Notary Public
Print Name:_____

My commission expires:

Signed, Sealed and Delivered
in the Presence of:

Print Name:_____

RICHARD KOORIS

Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by RICHARD KOORIS, who is [____] personally known to me or who [____] produced
_____ as identification.

(NOTARY SEAL)

Notary Public
Print Name:_____

My commission expires:

Signed, Sealed and Delivered
in the Presence of:

OCEANA LOGISTICS INTERNATIONAL,
INC., a Florida corporation

Print Name:_____

By: Amy Angelo
Its: President

Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by Amy Angelo, President of Oceana Logistics International, Inc., a Florida corporation, who is
[] personally known to me or who [] produced
_____ as identification.

(NOTARY SEAL)

Notary Public
Print Name:_____

My commission expires:

Signed, Sealed and Delivered
in the Presence of:

Print Name:_____

AMY ANGELO

Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by AMY ANGELO, who is [____] personally known to me or who [____] produced
_____ as identification.

(NOTARY SEAL)

Notary Public
Print Name:_____

My commission expires:

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