

**UNCONDITIONAL GUARANTY
OF REPAYMENT AND PERFORMANCE**

THIS UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE (“GUARANTY”) is made as of the day of _____, 2026 by [_____] having an address of _____ (“GUARANTOR”) in favor the Town of Lake Park Community Redevelopment Agency, a public body corporate and politic, duly organized under the laws of the State of Florida (“CRA”).

WHEREAS, the CRA has awarded a grant to Camilia Square LLC, a Florida limited liability company (the “Grantee”) in an amount not to exceed ONE HUNDRED THOUSAND and No/100 Dollars (\$100,000) (“Grant”). The Grant terms were memorialized in the Lake Park Community Redevelopment Agency Facade and Exterior Improvement Program Grant Agreement (the “Grant Agreement”) dated _____; and

WHEREAS, the Grant is permitted for improvements to property located at 1249 10th Street, Lake Park, FL (“Property”); and

WHEREAS, Guarantor has a material business or ownership interest in Grantee and the Property and will benefit from the Grant extended to Grantee; and

WHEREAS, as a condition of the Grant, the Guarantor has agreed to give to the CRA Guarantor’s continuing and unconditional guaranty of the Grant and compliance with the terms of this Guaranty, the Grant Agreement, the Mortgage and Security Agreement, the Promissory Note, and the Restrictive Covenant (collectively the “Grant Documents”).

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, the Guarantor irrevocably and unconditionally agrees as follows:

1. The recitals set forth above are true and correct and are incorporated herein. Terms not otherwise defined herein shall have the meanings set forth in the Grant Agreement.
2. Guarantor hereby unconditionally guarantees the prompt and full payment and performance by Grantee of each item, covenant, condition, provision and obligation to be paid, kept, observed and performed by Grantee under the Grant Documents, and any subsequent amendments, extensions or restatements thereof.
3. The CRA hereby agrees to provide Guarantor with thirty (30) days' advance written notice (the "Written Notice") of any default made by the Grantee under any provision of the Grant Documents.
4. The obligations of Guarantor under the Grant Agreement are primary, absolute, independent, irrevocable and unconditional. This shall be an agreement of suretyship as well as of guaranty without the CRA being required to proceed first against Grantee or any other person or entity, or against any other security for Grantee's obligations to the CRA.

Upon delivery of the Written Notice to Guarantor and Guarantor's failure to fully perform, the CRA may proceed directly against Grantee or Guarantor to enforce its rights under the Grant Documents.

5. To secure performance by the Grantee, Guarantor hereby personally and unconditionally guarantees repayment of the Grant furnished to Grantee pursuant to the terms and conditions of the Grant Documents. It is expressly agreed that all of the covenants, conditions and agreements contained in the Grant Documents are incorporated herein and made a part of this Guaranty.
6. Guarantor hereby consents to any extension or renewal of the Grant Documents, or any part thereof, without notice, and agrees that Guarantor will remain fully and unconditionally liable under this Guaranty during extension or renewal thereof, until the Grantee has fully performed its obligations under the Grant Documents.
7. Upon any default by Grantee under the Grant Documents, the CRA may foreclose on its Mortgage and Security Agreement for the entire balance of the Grant. In the event of a foreclosure sale of all or part of the Property, the CRA shall be entitled to seek a deficiency judgment against the Guarantor for any remaining unpaid debt owed by Grantee, with interest, and to recover judgment against Guarantor therefore. The remedies of the CRA, as provided herein or in the Grant Documents shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of CRA, and may be exercised as often as occasion therefore shall arise. No act or omission of the CRA, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of any obligations owed under the Grant Documents. A written and agreed upon waiver or release with reference to any one event shall not be construed as continuing so as a bar to, or as a waiver or release of, any subsequent event.
8. The obligations of Guarantor under the Grant Documents shall be unconditional and irrevocable, irrespective of either, (a) any limitation of liability of the Grantee ' (b) the existence of any security given to secure the Grant; (c) any defense that may arise by reason of the incapacity or lack of authority of Grantee or Guarantor or the failure of the CRA to file or enforce a claim against the estate of Grantee or Guarantor in any bankruptcy or other proceeding; or (d) 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 the Guarantor.
9. If Guarantor shall advance any sums to Grantee or its successors or assigns, or if the Grantee or its successors or assigns shall now be or hereafter become indebted to Guarantor, such sums or indebtedness shall be subordinate in payment and in all other respects to the amounts then or thereafter due and owing to the CRA under the Grant Documents. If Guarantor collects any of such sums or indebtedness from Grantee at any time when either Grantee is in default under the Grant Documents, such collected funds

shall be deemed collected and received by Guarantor in trust for the CRA and shall be paid over to the CRA, upon demand by the CRA, for application, when received, on account of Grantee and Guarantor's obligations under the Grant Documents. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the Grant Documents or all or any part of the CRA's interest in the Grant Documents, until all amounts owing to the CRA have been paid in full.

10. Guarantor hereby represents and warrants that: (a) Guarantor has either examined the Grant Documents or has had an opportunity to examine the Grant Documents and has waived the right to examine them; (b) that Guarantor has the full power, authority and legal right to enter into, execute and deliver this Guaranty; (c) that this Guaranty is a valid and a binding legal obligation of Guarantor, and is fully enforceable against Guarantor in accordance with its terms; (d) that the execution, delivery and performance by Guarantor of this Guaranty will not violate or constitute a default under any indenture, note, bond or credit agreement or any other agreement or instrument to which Guarantor is a party or is bound; and (e) if Guarantor or Grantee have delivered to the CRA financial statements of Guarantor, there has been no material adverse change in the financial condition of Guarantor from the financial condition of Guarantor shown on such financial statement delivered to the CRA.

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:

CRA:

Town of Lake Park
Community Redevelopment Agency
Attn: Executive Director
535 Park Avenue Lake Park, Fl. 33403

GUARANTOR:

[_____]

[_____]

[_____]

GRANTEE:

Camilia Square LLC
Attn: Oscar Caballero
1251 10th Street

11. All rights and remedies of the CRA under this Guaranty, 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 Guaranty of any waivers or consents by Guarantor shall not be deemed exclusive of any additional waivers or consents by Guarantor which may be deemed to exist, in law or equity. No delay or omission by the CRA 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 Guaranty shall be deemed made by the CRA unless in writing and duly signed by the CRA. 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 the CRA, and no single or partial exercise of any right or remedy under this Guaranty shall preclude any other or further exercise thereof or any other right or remedy.
12. In the event the CRA is required to interpret or enforce this Guaranty by suit or otherwise, Guarantor shall reimburse the CRA for all expenses incurred in connection therewith (including, without limitation, all reasonable attorneys, fees incurred at presuit, during litigation, on appeal, in connection with entitlement and reasonableness hearings, or in connection with any bankruptcy proceedings) whether suit is actually instituted.
13. This Guaranty shall be binding upon the Guarantor, and his/her respective heirs, administrators, executors, successors and assigns, and shall inure to the benefit of the CRA (and its affiliates as appropriate) and its successors and assigns.
14. The obligations and liabilities of Guarantor hereunder and pursuant to the Grant Documents are and shall be joint and several with the obligations and liabilities of Grantee and the Guarantor of obligations arising under the Grant Agreement. For purposes of this Guaranty 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.
15. If any provision of the Grant Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of the Grant Agreement shall remain in full force and effect and shall be liberally construed in order to affect the provisions of this Guaranty.
16. Guarantor and the CRA agree that this Guaranty shall be governed by and construed according to the laws of the State of Florida regardless of where the residence or domicile of the Guarantor is now or may hereafter be located. Any suit for enforcement of this Guaranty shall be in Palm Beach County, Florida and for federal litigation in the Southern District of Florida.

17. Guarantor hereby waives any and all rights to a trial by jury in any action, proceeding, counterclaim or subsequent proceeding, brought by the CRA for any obligation created under 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.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Guarantor has executed and sealed this Guaranty the day and year first above written.

GUARANTOR:

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to and subscribed before me this __ day of _____, 20____, by _____, an individual, who personally appeared before me and who did not take an oath and who is personally known to me or who has produced _____ as identification.

[seal]

Print Name: _____

Commission No: _____