

RESOLUTION NO. : 75-11-22

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

WHEREAS, Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively the three corporate entities shall be referred to as the "Lake Park Group") are seeking a redevelopment grant ("Grant") from the CRA in the amount of One Million Dollars (\$1,000,000.00) to be used for a redevelopment project ("the Project") for the property located at 1301 10th Street, Lake Park, Florida ("the Property"); and

WHEREAS, the Property is currently owned by CIDC Lake Park LLC ("CIDC"); and

WHEREAS, the Lake Park Group is operating the businesses known as Oceana Coffee, Kiss Kitchens, and Florida Canning Company, pursuant to a site plan approved by Resolution 82-12-21 ("the Development Order"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CIDC intends to assign all of its right, title and interest in the Property to the Lake Park Group; and

WHEREAS, the receipt of the Grant is expressly conditioned upon the Lake Park Group's compliance with all the obligations that are required for the Project pursuant to the Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") provide the Grant to the Lake Park Group in furtherance of the redevelopment in accordance with the Development Order and an increased valuation of the Property; and for the Project to serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the Commission is willing to make the Grant available to the Lake Park Group based upon the terms set forth in this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Property in accordance with the Development Order.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby directs and authorizes the Chairman of the Commission to execute the Redevelopment Grant Agreement with the Lake Park Group, a copy of which is attached hereto and made a part hereof.

Section 3. This Resolution shall become effective upon its execution.

The foregoing Resolution was offered by Board Member Stark who moved its adoption. The motion was seconded by Board Member Michaud and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
BOARD MEMBER JOHN LINDEN	<u> / </u>	<u> — </u>
BOARD MEMBER ROGER MICHAUD	<u> / </u>	<u> — </u>
BOARD MEMBER HENRY STARK	<u> / </u>	<u> — </u>
BOARD MEMBER MARY BETH TAYLOR	<u> — </u>	<u> / </u>

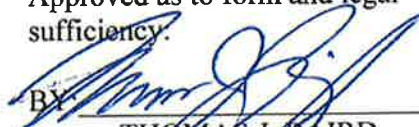
The Community Redevelopment Agency thereupon declared the foregoing Resolution 75-11-22 duly passed and adopted this 16 day of November, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
CHAIR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK
(TOWN SEAL)
SEAL
TOWN OF LAKE PARK
FLORIDA

Approved as to form and legal sufficiency.
BY: 
THOMAS I. BAIRD
AGENCY ATTORNEY

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this 16th day of November 2022, by and between the Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Oceana Logistics International, Inc. ("Oceana") having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469, Kiss Kitchens LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Kiss Kitchens"), and, Florida Canning Company, LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Florida Canning Company") (the CRA and the corporate entities of Oceana, Kiss Kitchens, and Florida Canning Company, either individually or collectively may be referred to as a Party or the Parties).

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

WHEREAS, Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively the three corporate entities shall be referred to as the "Lake Park Group") are seeking a redevelopment grant ("Grant") from the CRA in the amount of One Million Dollars (\$1,000,000.00) to be used for a redevelopment project (" the Project") for the property located at 1301 10th Street, Lake Park, Florida ("the Property"); and

WHEREAS, the Property is currently owned by CIDC Lake Park LLC ("CIDC"); and

WHEREAS, the Lake Park Group is operating the businesses known as Oceana Coffee, Kiss Kitchens, and Florida Canning Company, pursuant to a site plan approved by Resolution 82-12-21 ("the Development Order"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CIDC intends to assign all of its right, title and interest in the Property to the individual corporate entities which comprise the Lake Park Group; and

WHEREAS, the receipt of the Grant is expressly conditioned upon the each of the corporate entities of the Lake Park Group, jointly and severally remaining in compliance with all of the obligations that are required for the Project pursuant to the Grant and the Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") provide the Grant to the corporate entities which comprise the Lake Park Group in furtherance of the redevelopment of their properties and the Project in accordance with the Development Order; and

WHEREAS, it is expected that by proving the grant for the Project the Town will realize an increase in the valuation of the Property and that the Project will serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the Commission is willing to make the Grant available to the Lake Park Group based upon the terms set forth in this Agreement and provided it has received Personal Guarantees from the principles of the corporate entities; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's timely redevelopment of the Property in accordance with the Development Order.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals above are incorporated herein as if stated again.

2. Grant. The Town of Lake Park Community Redevelopment Agency (the "CRA") agrees to provide the Lake Park Group with a Grant in the amount of One Million Dollars (\$1,000,000.00) payable in equal increments of Two Hundred Thousand Dollars (\$200,000.00) on or before November 30 of each of Five (5) consecutive years, with the initial payment to be made on or before November 30, 2022, and the final disbursement made on or before November 30, 2026. The Grant is contingent upon the Lake Park Group's redevelopment of the Property consistent with the Development Order rendered by the Town Commission.

3. Condition Precedent. On or before November 2, 2022, the Lake Park Group shall submit to the CRA sufficient information, which in the reasonable discretion of the CRA Commission demonstrates that the total construction cost for the Project shall exceed Six Million Dollars (\$6,000,000.00).

4. Initiation of Construction and Completion. The completion of the redevelopment Project shall be in compliance with the Development Order. The corporate entities of the Lake Park Group must commence development of the Project within 18 months of Development Order approval, or February 1, 2023, and a certificate of completion or occupancy must be achieved within 18 months of when construction is initiated, or by August 1, 2024. Notwithstanding the foregoing, the Lake Park Group shall not be held liable or responsible, nor be in breach of this Agreement, for any failure or delay in the substantial completion of the Project or any other term of this Agreement if such failure or delay is the result of a force majeure as defined in paragraph 21.

5. Use of Funds. The funds from the Grant shall be used by the corporate entities comprising the Lake Park Group, or its successors and assigns in accordance with paragraph 14, if approved by the CRA for development of the Project as approved in the Development Order for the Property. A copy of the Development Order is included herein as Exhibit "A" and incorporated by reference herein and as a material term of the Grant. **The CRA shall disburse the following amounts of grant funds to Oceana - 300,000; Kiss Kitchens - \$603,119, and Florida Canning Company - \$76,881.**

6. Entitlement To Grant Funds Contingent Upon Initiation and Completion of Construction. In order to be entitled to retain the initial Two Hundred Thousand Dollar (\$200,000.00) installment of the Grant, to be paid on or before November 30, 2022, and any installment thereafter, each of the businesses which comprise the Lake Park Group shall initiate construction no later than February 1, 2023 (except in the event of force majeure as defined in paragraph 21 below), and shall complete construction, as evidenced by the receipt of a certificate of completion or occupancy no later than August 1, 2024 (except for events of force majeure as defined in paragraph 21 below). The failure to initiate, continue, or substantially complete construction on or before these dates shall constitute a breach of the Agreement and shall immediately render the CRA's obligations to provide any further installments null and void. Furthermore, the businesses comprising the Lake Park Group agree to be jointly or severally liable for the return to the CRA of any funds provided that have not already been deployed into the Project in the event it does not comply with these dates.

7. Subordination. The CRA acknowledges that the Grant Funds provided shall be on terms that are subordinate to both the Lake Park Group's previously obtained SBA loan and any commercially obtained construction loan or other funding utilized to undertake and construct the Project and the terms and conditions and such fulfillment of the terms contained herein shall not interfere with the obligations of the Lake Park Group with respect to these loans.

8. Term of Operation. In order to be excused from the repayment of the funds from the Grant, the business which comprise the Lake Park Group, and/or its successors and assigns shall continuously operate during normal business hours each week of each year during the Term, absent force majeure, from the date of the execution of this Agreement for 10 consecutive years, or until November 30, 2032. If at any time during such 10-year term of operation, should either Oceana, Kiss Kitchens, or Florida Canning Company not be open and operating its business, as set forth herein, or should either Oceana, Kiss Kitchens, or Florida Canning Company cease operating its business on the Property, this shall constitute a breach of this Agreement and the funds granted to each of the businesses shall be returned to the CRA. This term applies jointly and severally to Oceana, Kiss Kitchens, and Florida Canning Company.

9. Sale or Transfer of the Lake Park Group Businesses/Property. Should any or all of the entities comprising the Lake Park Group, elect to sell or transfer its or their ownership interests in the Property to any third party during the Term, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld, provided the businesses continue to be operated consistent with the Development Order and this Agreement. Should any of the businesses which comprise the Lake Park Group propose to sell or transfer its business, then that business shall provide the CRA with a written request of its intention to sell or transfer the Property at least 90 days in advance of the proposed sale of its or their ownership interest in the Property. If the CRA approves of the sale or transfer of the Property and/or the business(es) located thereon, during the Term, the successors or assigns to the Property and/or businesses shall become responsible for compliance with the terms of this Agreement. Notwithstanding the foregoing and supplementing such terms, the CRA agrees not to unreasonably withhold its permission provided such sale or transfer of the Property or a business thereon is to a third party who uses its interest in the Property for the

same use and purpose and is employing the same number of employees [from the Town of Lake Park] as the originating businesses.

10. Lien. This Agreement shall be recorded in the property records of Palm Beach County and shall constitute a lien against the Property, enforceable by foreclosure or for an action for a money judgement.

11. Guarantees. The President and the AMBRs of Oceana, Kiss Kitchens, and the Florida Canning Company shall provide the CRA with a personal and corporate guarantee as that corporate entity's collateral for the performance of the obligations under this Agreement and the Development Order and the receipt of its grant funds received from the CRA. In the event the either Oceana, Kiss Kitchens, or the Florida Canning Company is in breach of any of the terms of the Development Order or this Agreement, then these corporate entities shall be jointly and severally liable for the repayment of the Grant Funds as set forth herein.

12. Recovery of Grant funds. In addition to the guarantees in paragraph 11, and any exercise of its other remedies to recover the Grant Funds pursuant to paragraph 6 and 10, for breach of any of the terms of this Agreement, the CRA may also be entitled to recover the funds from the Grant paid during the Term in the event that Oceana, Kiss Kitchens, the Florida Canning Company, or the Lake Park Group is not developing or has not completed the Project in accordance with the Development Order.

13. Joint and Several Liability. Oceana, Kiss Kitchens and Florida Canning Company shall be jointly and severally liable for the development of the Project in accordance with the Development Order for the Project and for the performance of all of the obligations as set forth herein. The CRA shall be entitled to recover the funds granted to Oceana, Kiss Kitchens, and the Florida Canning Company, either jointly or severally.

14. Assignment Subject To CRA's Advanced Written Approval. This Agreement may only be assigned with the written approval of the CRA. Any other purported assignment shall be null and void.

15. Amendment. This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.

16. Governing Law/Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

17. Counterparts. This Agreement may be executed in duplicate counterparts or electronically by DocuSign or other recognized software program which when compiled and taken together shall constitute a single original instrument.

18. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective shall be reworked and revised only to the extent of such prohibition or unenforceability and without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

19. Indemnification. The CRA and each of the corporate entities of the Lake Park Group hereby agree to indemnify and hold the other harmless and their elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement. This provision is not intended to, nor does it waive the CRA's rights of sovereign immunity pursuant to Fla. Stat. § 768.28.

20. Attorney Fees. In the event either the Town or any of the corporate entities of the Lake Park Group is required to enforce the terms of this Agreement, the prevailing party, following a full adjudication on the merits and the waiving or exhaustion of all appeals, shall be entitled to the reimbursement of its attorney fees.

21. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure, defined as Acts of God, a pandemic, supply chain for construction materials labor strikes, riots, or wars or as otherwise stated herein.

22. Successors and Assigns. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the Lake Park Group's successors and assigns.

23. Notices. 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

Kiss Kitchens LLC
c/o Charles Schorr Lesnick
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Florida Canning Company LLC
c/o Richard Kooris
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

The parties hereto have duly executed this Agreement on the day and year first above written.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK - SIGNATURES TO FOLLOW]

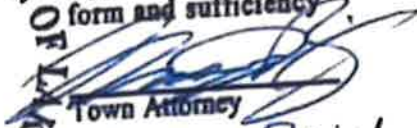
TOWN OF LAKE PARK CRA

By: 
Michael O'Rourke, Chairman

FLORIDA

TOWN OF LAKE PARK
SEAL

Approved as to legal
form and sufficiency


Town Attorney
Thomas J. Baird

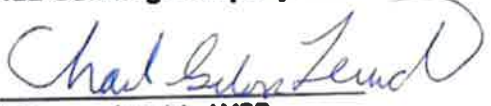
OCEANA LOGISTICS INTERNATIONAL, INC.

By: 
Amy Angelo, President

KISS KITCHENS LLC

By: Richard Kooris
Richard Kooris, AMBR

Florida Canning Company, LLC

By: 
Charles Schorr Lesnick, AMBR

Title	Grant Agreement - Town signatures.pdf
File name	Grant%20Agreement...%20signatures.pdf
Document ID	aab38dbdc6bc6401cf1386ad6134e214f966fe77
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



SENT

11 / 30 / 2022

17:04:03 UTC

Sent for signature to Richard Kooris
(rkooris@501studios.com) from nkilcoyne@marksdipalermo.com
IP: 158.106.217.218



VIEWED

11 / 30 / 2022

17:46:12 UTC

Viewed by Richard Kooris (rkooris@501studios.com)
IP: 122.56.100.67



SIGNED

11 / 30 / 2022

17:46:49 UTC

Signed by Richard Kooris (rkooris@501studios.com)
IP: 122.56.100.67



COMPLETED

11 / 30 / 2022

17:46:49 UTC

The document has been completed.

**UNCONDITIONAL GUARANTY
OF REPAYMENT AND PERFORMANCE**

THIS GUARANTY is made as of the 29 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, LEONARD SCHWARTZ, 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 \$1,000,000.00 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 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 60 days' written notice (the "Written Notice") of any default 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), (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. 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

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
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Cabot J. Marks, Esq.
Marks DiPalermo Wilson PLLC
485 Madison Ave., 16th Floor
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:

[Signature]
Print Name: Nev Rotem

FLORIDA CANNING COMPANY, LLC,
a Florida limited liability company

[Signature]
By: Charles Schorr Lesnick
Its: Authorized Member

[Signature]
Print Name: Margaret H. Bowen

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~PALM BEACH~~ Westchester

The foregoing instrument was acknowledged before me this 29 day of November, 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)
JEAN E TICKELL
NOTARY PUBLIC STATE OF NEW YORK
WESTCHESTER COUNTY
LIC: # 01T18361509
COMM. EXP. 7/10/2025

[Signature]
Notary Public
Print Name: Jean Tickell
My commission expires: 7/10/2025

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Print Name: Niv Retem

[Signature]
CHARLES SCHORR LESNICK

[Signature]
Print Name: Jonathan A. Berman

STATE OF FLORIDA New York
COUNTY OF PALM-BEACH Westchester

The foregoing instrument was acknowledged before me this 29th day of November, 2022,
by CHARLES SCHORR LESNICK, who is personally known to me or who produced
as identification.

(NOTARY SEAL)

[Signature]
Notary Public
Print Name: Jean Tickell

My commission expires: 7/10/2025

JEAN E TICKELL
NOTARY PUBLIC STATE OF NEW YORK
WESTCHESTER COUNTY
LIC. # 0116361509
COMM. EXP. 7/10/2025

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Print Name: KAL SIMON
[Signature]
Print Name: SARA SYLVESTER

KISS KITCHENS LLC,
a Florida limited liability company

Richard Kooris
By: Richard Kooris
Its: Authorized Member
[Signature]

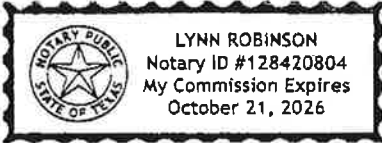
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21ST day of DECEMBER, 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)

Lynn Robinson
Notary Public
Print Name: LYNN ROBINSON

My commission expires: 10.21.2026



Signed, Sealed and Delivered
in the Presence of:

[Signature]
Print Name: Sara Synoff

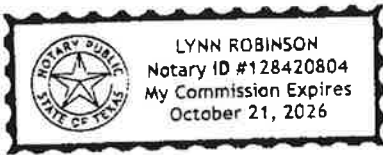
[Signature]
Print Name: Kel Simon

Richard Kooris
RICHARD KOORIS
[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of DECEMBER, 2022,
by RICHARD KOORIS, 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:

Laura G. Schwartz
Print Name: Lance H. Schwartz

[Signature]
LEONARD SCHWARTZ

N/A
Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of November, 2022,
by LEONARD SCHWARTZ, who is personally known to me or who produced
NJ Div. of Licenses 1570 45971 01544 as identification.

(NOTARY SEAL)

[Signature]
Notary Public
Print Name: _____

My commission expires:



Signed, Sealed and Delivered
in the Presence of

OCEANA LOGISTICS INTERNATIONAL
INC. a Florida corporation

Print Name Amy Angelo

By Amy Angelo
Its President

Print Name Amy Angelo

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of Nov 2022
by Amy Angelo President of Oceana Logistics International Inc a Florida corporation who is
[X] personally known to me or who [] produced
as identification

(NOTARY SEAL)

Jessica DeLuca
Notary Public
Print Name Jessica DeLuca

My commission expires 7/4/24



Signed, Sealed and Delivered
in the Presence of

M. Angelo
Print Name MARGHERITA ANGELO AMY ANGELO
A. Angelo
Print Name A. Angelo

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of Nov. 2022.
by AMY ANGELO, who is personally known to me or who produced
as identification

(NOTARY SEAL)



Jessica DeYoung
Notary Public
Print Name JESSICA DEYOUNG
My commission expires 9/4/24