



Lake Park Town Commission, Florida
Special Call Community Redevelopment Agency
Meeting Minutes

Wednesday, November 16, 2022 at 5:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Roger Michaud	—	Agency Member
Mary Beth Taylor	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

PRESENT

Chair Michael O'Rourke

Vice-Chair Kimberly Glas-Castro

Board Member John Linden

Board Member Roger Michaud

Board Member Henry Stark

Board Member Mary-Beth Taylor

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT: NONE

CONSENT AGENDA: NONE

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

NEW BUSINESS:

- 1. 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.**

Executive Director D'Agostino explained the item (see Exhibit "A"). Board Member Linden thanked the representatives of Oceana for the additional information provided. He asked what they would do if the market lowered. Ms. Amy Angelo explained that they would not be able to lower the cost of the construction lower than \$6Million. Executive Director D'Agostino explained that if the cost lowered, they would not need the CRA's \$1Million for the project. Ms. Angelo explained that the loans were contingent on the \$1Million from the CRA.

Mr. Leonard Schwartz explained the developers equity and risks associated with the project.

Board Member Linden asked how secure are the guarantees. Agency Attorney explained the the guarantees are as secure as their personal assets. Board Member Linden expressed concern regarding how secure the assets are for the project. Ms. Angelo responded to the concerns addressed. Mr. Swartz stated that there are five (5) guarantees, not three (3).

Board Member Michaud thanked them for the additional information. He asked their company's percentage. Ms. Angelo explained that they were the second smallest.

Board Member Stark thanked them for the information.

Vice-Chair Glas-Castro expressed concern with the CRA being fourth in line to receive funds should they falter. Agency Attorney stated that the CRA would be fourth in line, which was why they asked for the personal guarantees. Vice-Chair Glas-Castro asked who would owned the land. Ms. Angelo explained that it would be condo and an Association would then control the land.

Public Comment:

Richard Ahrens, Chair of the Planning & Zoning Board, explained that the cost are stabilizing, not raising or lowering. He made comments regarding his career and business in the Town. He commented on this great project.

Board Member Stark moved to approve Resolution 75-11-22; Board Member Michaud seconded the motion.

Vice-Chair Glas-Castro comments regarding the CRA being fourth in line. She stated that the CRA should consider this a gift and not a grant or loan since it would be highly unlikely the CRA would be paid back if they falter. She thought it was a great project.

Board Member Taylor agreed with the comments made by Vice-Chair Glas-Castro. She expressed concerns with the project. She felt they would not fail because it was a great project.

Board Member Michaud also agreed with the comments of Vice-Chair Glas-Castro. He announced that he understood the grant was included in the underwriting for the project.

Vice-Chair Glas-Castro asked Ms. Sherry Howard, Palm Beach County why the CRA should contribute to this project. Ms. Howard explained that Palm Beach County saw the need for commercial kitchens.

The CRA discussed their concerns regarding the project (e.g. significant dollar amount, informative workshops).

Vice-Chair Glas-Castro announced her support of the project per the due diligence of the Palm Beach County Economic Development Specialist. She suggested future informative workshops some similar initiatives.

Chair O'Rourke discussed the importance of generating revenue in the Town of Lake Park and announced his support of the project.

Board Member Stark announced his support of the project.

Motion made moved to approve Resolution 75-11-22 by Board Member Stark, Seconded by Board Member Michaud.

Voting Yea: Chair O'Rourke, Vice-Chair Glas-Castro, Board Member Linden

Voting Nay: Board Member Taylor


AGENCY MEMBER REQUESTS:


ADJOURNMENT: 6:50 P.M.

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on December 7, 2022.

ADJOURNMENT

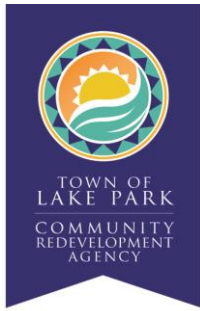
There being no further business to come before the CRA Board the meeting adjourned at 6:50 P.M.


Vice-Chair Kimberly Glas-Castro


Agency Clerk, Vivian Mendez, MMC



Approved on this 18 of January, 2023



CRA
Agenda Request Form

Meeting Date: November 16, 2022
(continued from November 2)

Agenda Item No.

Agenda Title: 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.

<input type="checkbox"/> SPECIAL PRESENTATION/REPORT <input type="checkbox"/> OLD BUSINESS <input type="checkbox"/> DISCUSSION FOR FUTURE ACTION	<input type="checkbox"/> CONSENT AGENDA <input checked="" type="checkbox"/> NEW BUSINESS: Resolution <input type="checkbox"/> OTHER: General Business
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Approved by Executive Director: _____ Date: _____

Nadia Di Tommaso, Community Development Director

Originating Department: <p style="text-align: center;">Town Manager/Community Development</p>	Costs: \$ 200K per fiscal year for 5 years (total \$1M) & Legal Review Funding Source: CRA-Grants-Business Development / Legal #108 Acct. # 110-55-552-520-82111 <input type="checkbox"/> Finance _____	Attachments: -Resolution __-11-22 -Proposed Redevelopment Grant Agreement -Oceana Presentation and Notes; Cost Breakdown Comparison and Resolution 82-12-21 approving project (approved → site plan; 1 st & 2 nd floor plan; roof plan; color elevations) -Additional documentation pursuant to the Nov. 2, 2022 discussion (Executive Summary; 6 Personal and Corporate Guarantees; 3 Business Plans)
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Background and Summary

November 2, 2022 Meeting – There was lengthy discussion by the Board regarding this request. The Board requested additional information on the business plans associated with the three entities; further explanations on their loan(s) breakdown and evidence of financial stability; information on the loan guarantees discussed; and all additional information related to the economic impacts associated with the business investment growth and additional economic growth factors to substantiate the request.

Oceana Logistics International (i.e. Oceana Coffee) is an established business in Palm Beach County who recently received site plan approval by the Town to build their corporate roasting house facility, retail center and commercial food (ghost) kitchens at 1301 10th Street (development order enclosed). They have partnered with two additional entities, Kiss Kitchens LLC and Florida Canning Company LLC to carry out their vision and Oceana Coffee is a partner in all of the companies. Collectively, they are referred to as the Lake Park Group. In light of the supply chain issues and increases in material and labor costs, the project's originally anticipated construction cost of approximately \$5M has now been updated to \$7-\$8M (estimated cost breakdown is enclosed). Enclosed is a presentation from the Lake Park Group that includes additional details on their anticipated operation and partnership. A detailed presentation to the CRA Board will be provided by the Lake Park Group as part of this request. The CRA Redevelopment Grant is proposing to grant the Lake Park Group \$200,000 per year, for a period of five years (total of \$1M) to assist with construction costs and ensure the project is able to adhere to their development order.

One of the CRA Master Plan's Redevelopment Goals and Initiatives is to support small businesses so as to promote their growth and have them establish Lake Park as a hub for entrepreneurship. The Plan encourages the provision of economic incentives to further the CRA's redevelopment goals. This project will serve as a catalyst redevelopment project and as such, is consistent with the CRA Master Plan.

Recommended Motion: I move to APPROVE Resolution __-11-22.

RESOLUTION NO. : __-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.

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 13, 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 \$ 96,881.**

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, 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 Lake Park Group agrees to return to the CRA any funds provided to it 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 Lake Park Group, and/or its successors and assigns shall continuously operate the businesses known as Oceana Coffee, Kiss Kitchens and Florida Canning Company, 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 Coffee, Kiss Kitchens, or Florida Canning Company not be open and operating its business, or should either Oceana Coffee, 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.

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

OCEANA LOGISTICS INTERNATIONAL, INC.

By: _____
Amy Angelo, President

KISS KITCHENS LLC

By: _____
Charles Schorr Lesnick, AMBR

Florida Canning Company, LLC

By: _____
Richard Kooris, AMBR

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LAKE PARK, FL
OCEANA COFFEE HEADQUARTERS
KISS KITCHENS
FLORIDA CANNING

ECONOMIC DEVELOPMENT PROFILE

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PROJECT HIGHLIGHTS

- Overview, What's happening at 1301 10th street?
- Local business expansion
- New business creation
- Economic growth :
 - Property value increase-site improvement
 - Positive impact to local tax base- Sales & Property
 - Jobs | Careers | Businesses scaled for long term
- Positive impact to the community of Lake Park



1301 10TH STREET

Our Philosophy

Paving the way for future development here in Lake Park and setting new standards in design, as well as a community minded approach to development supporting local business and entrepreneurship.

Oceana Coffee

Expanding their already successful Palm Beach County based business

KISS Kitchens

Bringing the culinary arts to Lake Park in a big way!

Florida Canning

A new symbiotic start up that will support other beverage manufacturers in the county as well as the businesses located on-site.

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OCEANA COFFEE™

the way to good coffee

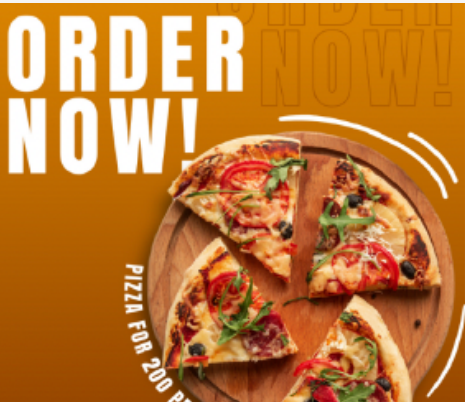
- 1301 10th street will become the new headquarters for Oceana Coffee
- Award winning, certified W/SBE in Palm Beach county.
- Increased production and scaling of existing business that has been in operation since 2009.

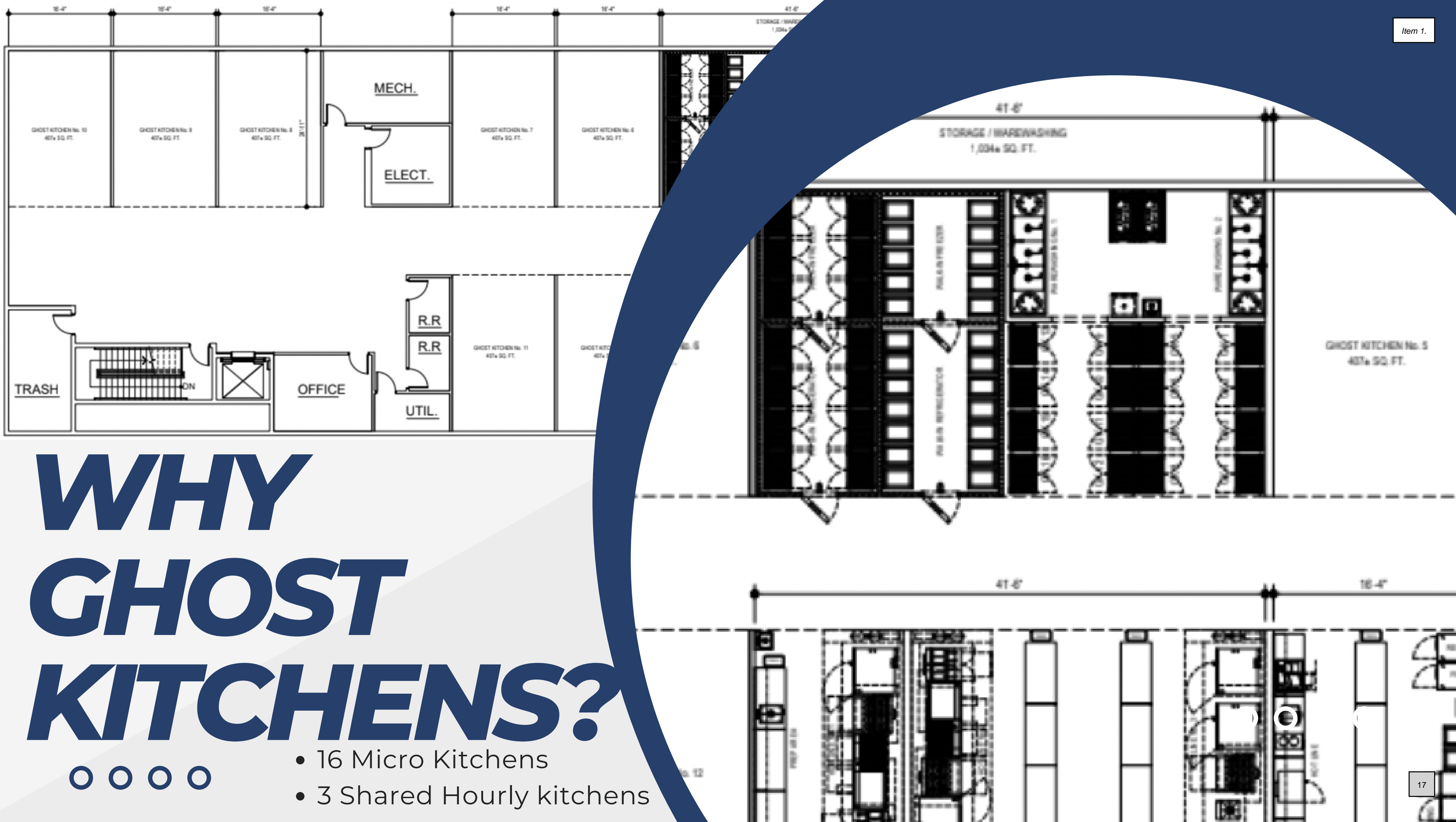




KISS KITCHENS

- Commercial kitchens that offer the space for all types of food businesses to get started or SCALE their existing business.





WHY GHOST KITCHENS?



- 16 Micro Kitchens
- 3 Shared Hourly kitchens



FLORIDA CANNING

- Canning solutions for :
- Locally made craft beer
- Locally made coffee beverages
- Wine
- Water
- A variety of other products!



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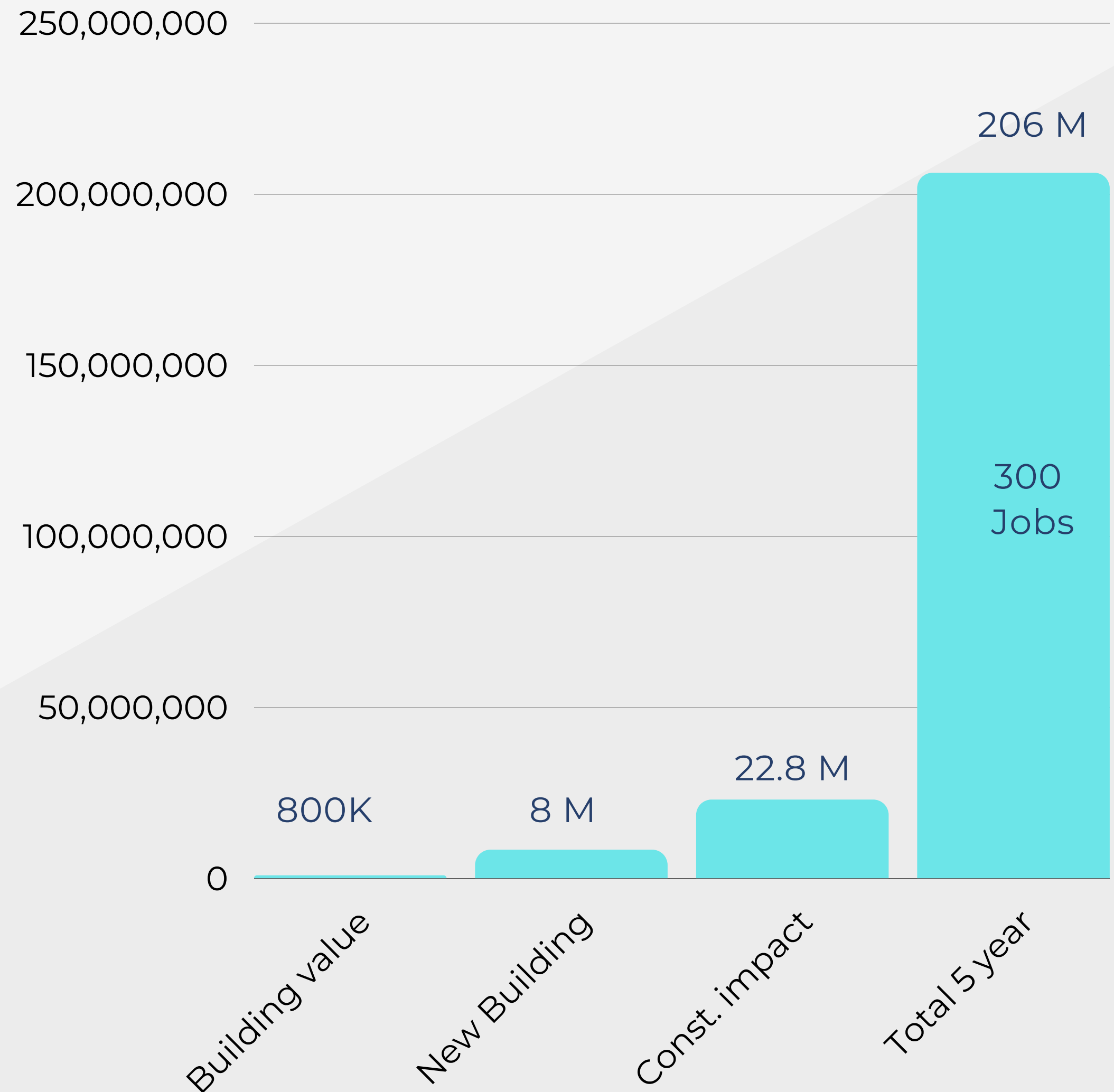
**ALL OF THIS =
ECONOMIC
GROWTH**

○ ○ ○ ○



5 YEAR ECONOMIC IMPACT

The values are supplied by using REMI (Regional Economic Modeling, Inc.) REMI is an advanced model generator that simulates the effects of economic policy changes on the economy that is utilized by Palm Beach County. REMI uses state-specific and national data to deliver a nuanced *prediction* of the varied, branching, and sometimes unexpected effects of economic policies.





10 YEAR ECONOMIC IMPACT

The total economic impact over 10 years projects \$533 mil added to the local economy through jobs created and economic activity which will be centered around Lake Park.

600,000,000

533 M

400,000,000

345
Jobs

200,000,000

0

Total 10 year

○ ○ ○ ○

THE NUMBERS EXPLAINED...

○ ○ ○ ○



REMI.COM

- Palm Beach County has supplied the economic data information using software called REMI
- REMI uses state-specific and national data to deliver a nuanced prediction of the varied, branching, and sometimes unexpected effects of economic policies.



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KEY FACTORS THAT SUPPORT THIS ECONOMIC GROWTH

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JOB CREATION

FULL TIME JOB STABILITY

- Local Jobs= Money paid locally, stays local and flows throughout the community.

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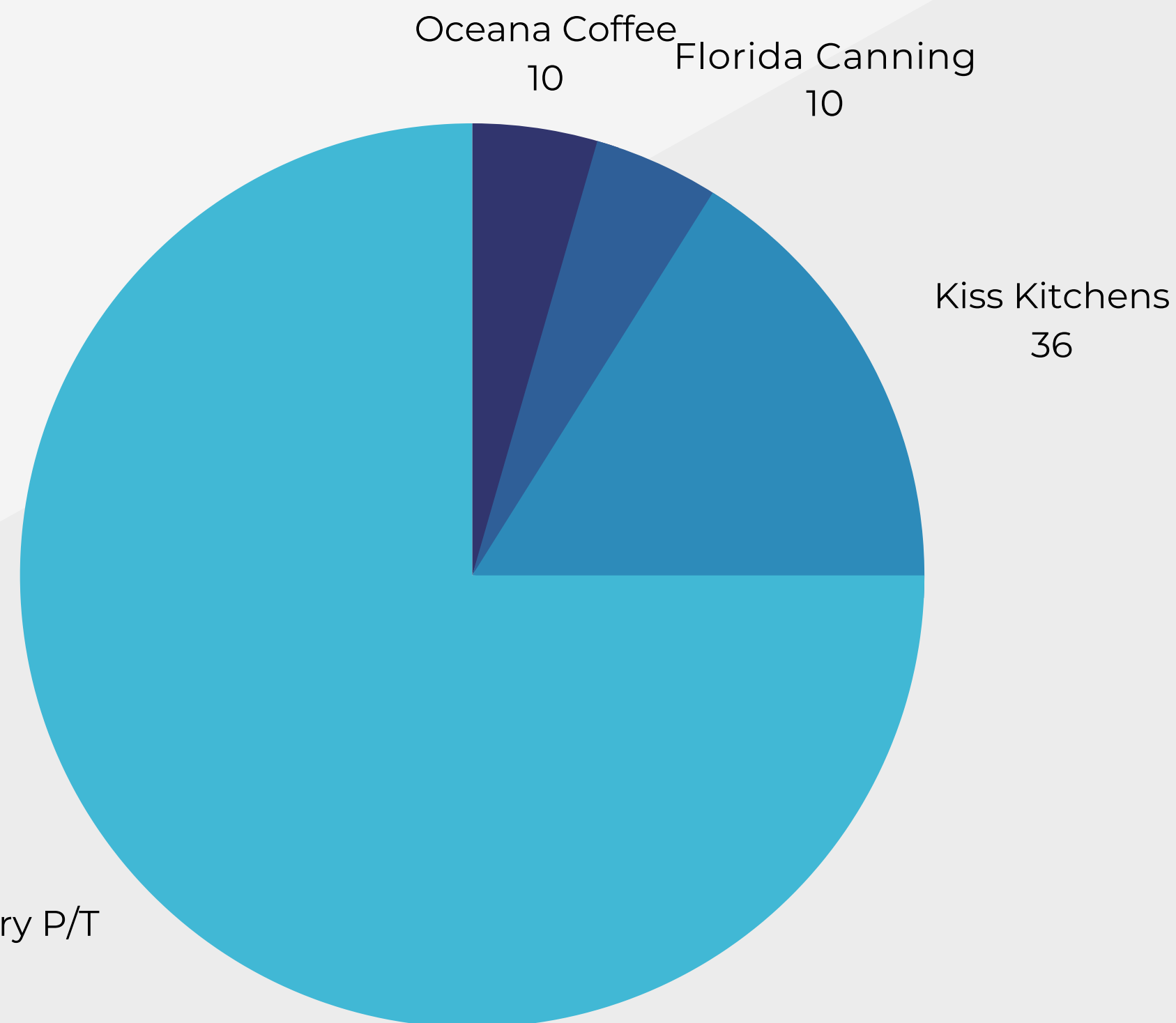


JOB CREATION

- Full time new employees as a result of this project
- In total more than 200 jobs over 5 years
- New small businesses will be created bringing growth and prosperity to our local economy.



Construction Temporary P/T
168





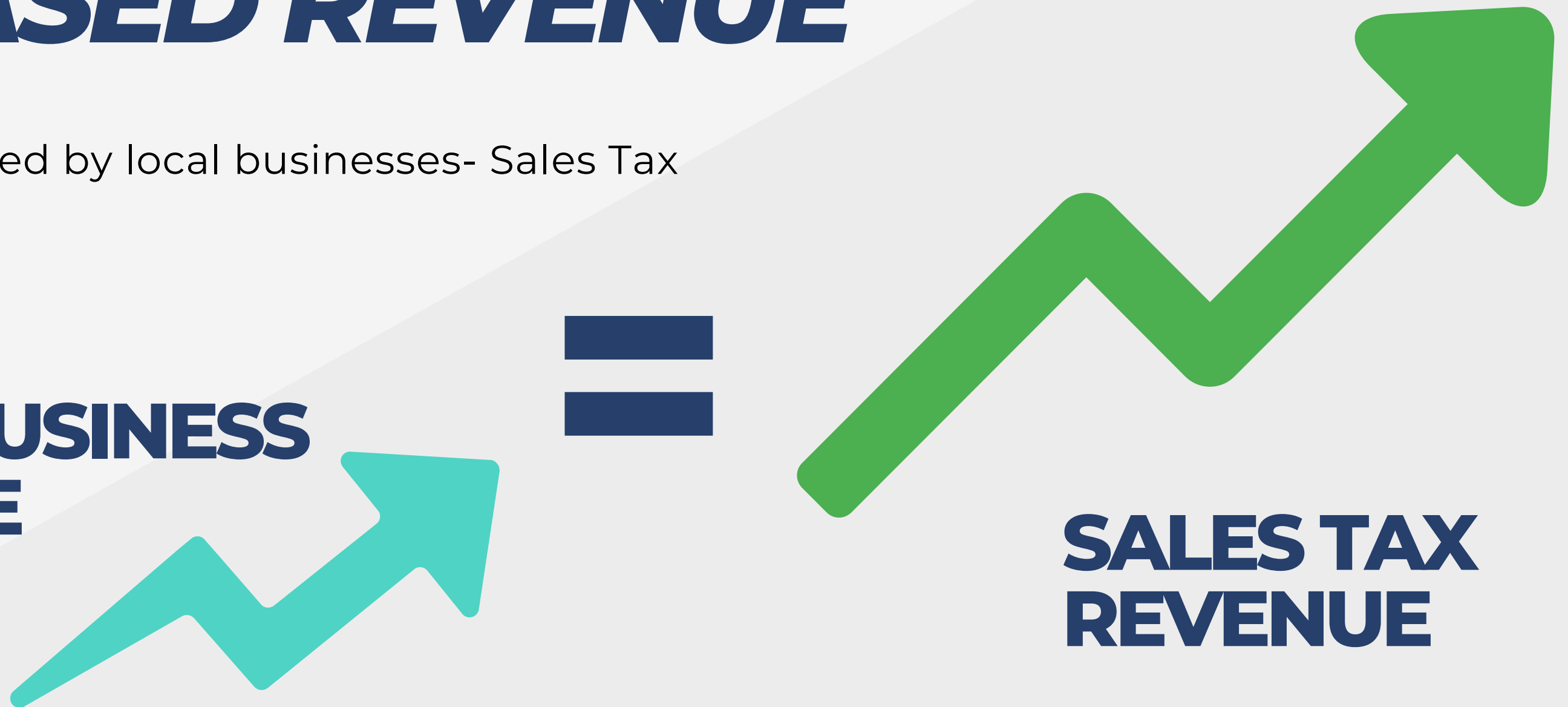
INCREASED REVENUE

- Revenue generated by local businesses- Sales Tax

**LOCAL BUSINESS
REVENUE**



**SALES TAX
REVENUE**





PROPERTY VALUES

- Site improvements at 1301 10th St.

\$800K



\$8 MILLION





PROPERTY VALUE

- Current building valued at approx \$765,000 by the Palm Beach County Property Appraiser.
- Appraised value of completed project is \$8Mil.
- Approx 2% of this property's estimated value will be added to the current tax base annually.
- As people continue to want to live, work, and play in Lake Park, the residential property market will flourish, additionally supporting the tax base in Lake Park.





POSITIVE IMPACT TO COMMUNITY

- Increased jobs in the community will presumably result in increased demand for residential property driving prices up.

**LOCAL
POPULATION**



**DAILY VISITORS &
NEW RESIDENTS**



COMMUNITY PARTNERS



Palm Beach County

Assistance with structuring project and providing HUD loan funds

Bank of Belle Glade

Local to Palm Beach County since 1963, A local bank with local management and decision making.



SBA

Florida First Capital Finance Corporation
Providing SBA 504 funds for the project

Town of Lake Park

Grant and Vision from the Lake Park CRA

Morganti Construction

Local, dedicated, professional, leader in the construction industry



JOIN US TO LIVE, WORK, & PLAY IN LAKE PARK



1301 10th Street, Lake Park



561.339.2913

We look forward to continuing the vision of the Lake Park CRA and facilitating bringing the culinary arts to your thriving performing arts district!



Tuesday, October 25, 2022

Lake Park CRA Presentation

Slide 1

- Good evening, thank you for the opportunity to present our project to the CRA and the public.
- I am Amy Angelo, owner and founder of Oceana Coffee, along with my husband Scott Angelo. We are both also partners in the other businesses presented in this project.
- We are grateful and honored to be considered for such a generous grant from the Town of Lake Park CRA. This grant will make this project possible and will effect tremendous growth for our business, and the Town of Lake Park.

Slide 2

- In a brief overview, we will cover the following.....Overview of the project

Slide 3

- This project brings a unique opportunity to have 3 collaborative businesses under one roof that will support each other and the local community with jobs and business opportunities.
- Oceana Coffee
- Kiss Kitchens
- Florida Canning

Slide 4

Oceana Coffee is Palm Beach County's first and only award winning specialty coffee roaster established here in Palm Beach County in 2009. A start up born from pure passion, this company sprang from a pure desperate need for great coffee and a popcorn popper on the back porch, moving quickly to the garage, then our first location on Old Dixie Hwy in Tequesta.

Slide 5

KISS Kitchens is a start up business and the first of it's kind here in Palm Beach County. Kiss Kitchens will offer professional, commercial kitchen space by the hour in a state of the art facility. What make KISS kitchens unique and first of it's kind, are the small spaces that can be rented annually by local food entrepreneurs. This will allow for local food businesses to test a concept, in their own small kitchen, for a much lower entry fee and ultimately scale to a larger business.

Also, unique to this site is the logistics area and extra storage capacity for businesses to utilize/rent on an as needed basis. This will allow businesses to scale faster and at a much lower cost than building their own warehouse and storage facility to fill large purchase orders when they come in. Oceana Coffee knows this dilemma first hand and these experiences of having to turn down large po's because of lack of infrastructure. This facility will help facilitate growth and foster small businesses to greater success than we have seen in the past.

Slide 6

Ghost Kitchens are food businesses that operate out of a shared facility like the one we are building, utilizing pick up and delivery as their main pathway to the consumer. Customers can order through apps on their phone or utilize delivery companies to order and have their meals delivered. This concept has become very popular during the pandemic and people have realized the convenience and sometimes cost savings of these meal delivery and meal prep services. At KISS kitchens we have 3 larger kitchens that can be utilized on an hourly basis through a membership format that will allow for many more businesses to utilize the space and become a true culinary hub in Lake Park. These kitchens will be utilized by caterers, healthy food prep companies, meal delivery services, and various take out concepts.

Slide 7

Florida Canning is a micro canning line that will allow for canning of specialty coffee beverages as well as other craft beverages that can be imagined and canned. Florida Canning will offer white label canning service, meaning that any business can bring their approved liquids to be canned for sale to the public. Lake Park could develop their own brand of water to sell with a label designed that displays the unique qualities of Lake Park, as an example. Florida canning will take the burden of the heavy lifting away from small coffee companies, tea companies, breweries and distilleries that may not have the capital to purchase their own canning line.

Florida canning will also handle the labeling, filling, and palletizing of product, ultimately storing this product on site until pick up is scheduled. This kind of service does not exist currently in our South Florida market.

Slide 8

Economic Growth

Slide 9 | **5 year numbers**

The economic impacts of this project can be measured according to the number of jobs that will be created locally, the construction costs associated with this project, and the projected outcomes of the revenues generated by these new and expanded businesses.

Additional economic impact is realized by these new and expanded businesses spending their money locally for goods and services provided by other businesses in Palm Beach County.

Palm Beach County itself is positioned as one of the lenders in this project. These numbers are derived from software used by the county to evaluate lending opportunities.

Slide 10 | 10 year numbers

This slide further extrapolates the impact of the continuing job growth in Palm Beach County centered in Lake Park as a result of this project.

Slide 11

The Numbers explained- where did these numbers come from

Slide 12

www.remi.com

Remi is an economic modeling software employed by the county.

“The next generation of economic modeling that builds confidence in your policy recommendations and examines the economic future of your region.”

Slide 13

Key factors that support this growth:

- The nature of local dollars being spent locally
- Jobs created- what kind of jobs are we creating? SLIDE 14 & 15
- Increased revenue= sales tax dollars SLIDE 16
- Property value at the improved site SLIDE 17 & 18
- Positive impact to the community-stable jobs and increase of population visiting Lake Park for the new goods and services on a daily basis as well as new employees commuting and looking to call Lake Park home in our residential neighborhoods. This has the potential to increase the demand for residential properties in Lake Park, ultimately positively impacting home values and the tax base in Lake Park with property taxes. SLIDE 19

Slide 20

Local partners making this comprehensive project possible....

Slide 21

Closing remarks and gratitude for the support of this project and generous opportunity of grant funds provided by the Lake Park CRA.

Oceana Coffee
1301 10th Street, Lake Park, FL

SD- Estimate

Date: June 6, 2022
Owner: Amy & Scott Angelo / Oceana Coffee
CM: The Morganti Group, Inc.
Architect: One A Architecture
SF: 24,434



DRAFT 7

SD- Estimate

				*SF Pricing Date	*SF Pricing Date	*SF Pricing Date	*SF Pricing Date	*SF Pricing Date		
				Original 20,960 *7/23/2021	"5/20/22" \$/SF 20,960 *4/29/2022	One A 24,434 *4/29/2022	VE, *Amy's Text 24,434 *5/20/2022	Roof Top & VE 24,434 *5/20/2022		
Division	Description	Estimated Quantity	Unit	7/23/2021 CPTD Estimate	4/29/2022 Today's \$/SF	4/29/2022 SD Estimate	5/20/2022 SD Estimate	6/6/2022 SD Estimate	\$/SF	5/20/2022 SD Estimate
010000	General Requirements	1.00	ls	\$ 15,200	\$ 18,529	\$ 21,600	\$ 21,600	\$ 21,600	\$ 0.88	\$ 21,600
020000	Demolition, SEE DIVISION 31	1.00	ls	Div 31		\$ -	\$ -	\$ -	\$ -	\$ -
030000	Concrete	1.00	ls	\$ 453,872	\$ 1,382,078	\$ 1,611,150	\$ 1,611,150	\$ 1,611,150	\$ 65.94	\$ 966,690
040000	Masonry	1.00	ls	\$ 31,278	\$ 273,975	\$ 319,385	\$ 319,385	\$ 319,385	\$ 13.07	\$ 15,969
	*Delete Roof Top Features						\$ (87,850)		\$ -	
050000	Metals & Railings	1.00	ls	\$ 459,064	\$ 784,906	\$ 915,000	\$ 915,000	\$ 915,000	\$ 37.45	\$ 686,250
	Roof Top- Glass Railing (10th, Ave N), 129 LF							\$ 103,200	\$ 4.22	
	Roof Top- CMU Railing (Alley), 56 LF							\$ 11,200	\$ 0.46	
060000	Carpentry, Casework, Millwork	1.00	ls	\$ 18,069	\$ -				\$ -	
070000	Thermal and Moisture Protection	1.00	ls	\$ 192,706	\$ 324,522	\$ 378,309	\$ 378,309	\$ 378,309	\$ 15.48	\$ -
	Roof Top- Landscaping							\$ 16,250	\$ 0.67	
	Roof Top- Deck Pavers System							\$ 173,800	\$ 7.11	
	Roof Top- Covered Area							\$ 62,775	\$ 2.57	
080000	Doors & Windows	1.00	ls	\$ 255,878	\$ 357,607	\$ 416,878	\$ 416,878	\$ 416,878	\$ 17.06	\$ 416,878
	*Minimize Windows on 1st Floor 25% of original						\$ (167,906)	\$ (167,906)	\$ (6.87)	\$ (167,906)
090000	Finishes- Flooring, Drywall, Paint, ACT, Stucco	1.00	ls	\$ 764,130	\$ 391,728	\$ 456,655	\$ 456,655	\$ 456,655	\$ 18.69	\$ 456,655
100000	Specialties	1.00	ls	\$ 25,387	\$ 21,778	\$ 25,387	\$ 25,387	\$ 25,387	\$ 1.04	\$ 25,387
110000	Food Service & Bar Equipment	1.00	ls	\$ -	\$ -				\$ -	
120000	Furnishings	1.00	ls	\$ -	\$ -				\$ -	
	*Metal Building								\$ -	\$ 816,000
	*Metal Building Design								\$ -	\$ 90,000
140000	Elevators (Origin- Qty 1) (Rev- Qty 2)	1.00	ls	\$ 76,103	\$ 161,957	\$ 188,800	\$ 188,800	\$ 188,800	\$ 7.73	\$ 188,800
	*Install only (1) Elevator						\$ (90,000)	\$ (90,000)	\$ (3.68)	\$ (90,000)
210000	Fire Sprinklers	1.00	ls	\$ 72,329	\$ 64,337	\$ 75,000	\$ 75,000	\$ 75,000	\$ 3.07	\$ 75,000
220000	Plumbing	1.00	ls	\$ 324,871	\$ 247,052	\$ 288,000	\$ 288,000	\$ 288,000	\$ 11.79	\$ 288,000
230000	HVAC, estimated 60-65 Tons	1.00	ls	\$ 581,796	\$ 539,055	\$ 628,400	\$ 628,400	\$ 628,400	\$ 25.72	\$ 628,400
260000	Electrical	1.00	ls	\$ 665,571	\$ 551,579	\$ 643,000	\$ 643,000	\$ 643,000	\$ 26.32	\$ 643,000
310000	Site work & Utilities	1.00	ls	\$ 291,058	\$ 265,142	\$ 309,088	\$ 309,088	\$ 309,088	\$ 12.65	\$ 309,088
320000	Landscaping & Irrigation	1.00	ls	\$ 21,909	\$ 21,446	\$ 25,000	\$ 25,000	\$ 25,000	\$ 1.02	\$ 25,000
330000	Underground Utilities - SEE Div 31	1.00	ls		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal: Division 1-33			\$ 4,249,221	\$ 5,405,690	\$ 6,301,653	\$ 5,955,896	\$ 6,410,971	\$ 262.00	\$ 5,394,811
	General Conditions	1.00	ls	\$ 57,210	\$ 57,210	\$ 57,210	\$ 57,210	\$ 57,210	\$ 2.34	\$ 57,210
	Staff	1.00	ls	\$ 250,056	\$ 250,056	\$ 250,056	\$ 250,056	\$ 250,056	\$ 10.23	\$ 250,056
	Fee	5.00%	%	\$ 258,500	\$ 322,677	\$ 372,398	\$ 358,085	\$ 378,464	\$ 15.49	\$ 322,073
	Subtotal			\$ 4,814,987	\$ 6,035,633	\$ 6,981,317	\$ 6,621,247	\$ 7,096,701	\$ 290.00	\$ 6,024,150
	Construction Contingency (Owners)	0.0200	%	\$ 103,399	\$ 129,071	\$ 148,959	\$ 143,234	\$ 151,386	\$ 6.20	\$ 128,829
	General Liability Insurance	0.0120	ls	\$ 62,040	\$ 77,442	\$ 89,375	\$ 85,940	\$ 90,831	\$ 3.72	\$ 77,298
	Builder's Risk Insurance	0.0090	ls	\$ 46,530	\$ 58,082	\$ 67,032	\$ 64,455	\$ 68,124	\$ 2.79	\$ 57,973
	Payment and Performance Bonds	0.0080	ls	\$ 41,360	\$ 51,628	\$ 59,584	\$ 57,294	\$ 60,554	\$ 2.48	\$ 51,532
	Subtotal			\$ 5,068,316	\$ 6,351,856	\$ 7,346,267	\$ 6,972,170	\$ 7,467,596	\$ 305	\$ 6,339,782
	Budget: Permit Fee			\$ 86,684	\$ 86,684	\$ 86,684	\$ 86,684	\$ 86,684	\$ 3.55	\$ 86,684
	Budget: Testing			\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 0.61	\$ 15,000
TOTAL ESTIMATE:				\$ 5,170,000	\$ 6,453,540	\$ 7,447,951	\$ 7,073,854	\$ 7,569,280	\$ 309.16	\$ 6,441,466
\$/SF:				\$ 246.66	\$ 307.90	\$ 304.82	\$ 289.51	\$ 309.78		\$ 263.63

RESOLUTION 82-12-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN AND SPECIAL EXCEPTION USE AUTHORIZING THE DEVELOPMENT OF A TWO-STORY 28,075 SQUARE FOOT SMALL-SCALE FOOD AND BEVERAGE PRODUCTION USE WITH A THIRD-STORY ROOFTOP AT 1301 10TH STREET; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN AND SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On behalf of Lake Park O3, LLC (the Owner), Emilio Lebolo of One A Architecture (the Applicant) is requesting site plan approval for a three-story (*two stories under air plus a third story rooftop*), 28,075 SF small-scale food and beverage production special exception use, consisting of office, retail, warehousing, and commercial kitchen components; and

WHEREAS, the Applicant has submitted application for a Site Plan and the Special Exception Use of and Office Warehouse building (the Application); and

WHEREAS, the Site has a future land use designation of "Commercial"; and the development of the Special Exception Use of Small-Scale Food and Beverage Production would be consistent with this future land use designation; and

WHEREAS, the zoning assigned to the Site is Commercial-1 Business District (C-1); and

WHEREAS, the Community Development Department has determined that the special exception use of Small-Scale Food and Beverage Production meets the necessary criteria and is consistent with the uses permitted in the C-1 district; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the Application and has recommended that the Town Commission approve the Application subject to conditions; and

WHEREAS, the Town Commission has conducted a quasi-judicial hearing to consider the Application; and

WHEREAS, at the hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether it meets the Town's Land Development Regulations.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Site Plan and the Special Exception Use of “Small-Scale Food and Beverage Production” subject to the following conditions:

- (1) The Applicant shall develop the Site consistent with the following Plans and the title sheet shall be updated to reflect the following list of plans and their sign and seal dates:

Name	Sheet	Revision Date	Received on
GENERAL			
Cover Sheet	T-001	12/07/2021	12/07/2021
Survey	N/A	8/6/2021	12/01/2021
CIVIL			
Conceptual Paving, Grading, & Drainage	PD-1	10/14/2021	12/01/2021
Garbage Truck Maneuvering Plan	AT-1	10/14/2021	12/01/2021
LANDSCAPE			
Tree Disposition Plan and Table	L-200	12/07/2021	12/07/2021
Landscape Plan	L-210	11/18/2021	12/01/2021
Roof Deck Landscape Plan	L-210A	11/29/2021	12/01/2021
Landscape Plan and Details	L-211	11/29/2021	12/01/2021
Irrigation	L-300	11/18/2021	12/01/2021
Roof Deck Irrigation Plan	L-300A	11/29/2021	12/01/2021
Irrigation Details	L-301	11/29/2021	12/01/2021
Irrigation Notes	L-302	12/07/2021	12/07/2021
ARCHITECTURE			
Architectural Demolition Site Plan	AS-001	12/07/2021	12/07/2021
Architectural Site Plan	AS-100	12/07/2021	12/07/2021
First and Second Floor Plan	A-101	12/07/2021	12/07/2021
Roof Plan	A-102	12/07/2021	12/07/2021
Exterior Elevations	A-201	12/07/2021	12/07/2021
Color Elevations	A-202	12/07/2021	12/07/2021
Site Aerial Photograph	Exhibit B1A	N/A	12/07/2021
3D Rendering	Exhibit B1	N/A	12/07/2021
Color Elevations	Exhibit B2	N/A	12/07/2021
Color Site Plan	Exhibit B3	N/A	12/07/2021
ELECTRICAL			
Electrical Site Plan	ES-1	11/30/2021	12/01/2021

- (2) Construction associated with the Project is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless an exception is approved in writing by the Community Development Director (the Director).
- (3) Any proposed disruption to neighboring street access, surrounding parking areas, or the normal flow of traffic within the rights of way of Northern Drive, Magnolia Drive, 10th Street, or any other right-of-way during the construction of the Site shall be subject to the review and approval of the Community Development Director and any of the agencies responsible for maintaining these roadways. Should any disruption to the normal flow of traffic occur

during construction of the Project without prior authorization, upon written notice from the Director, all construction shall cease until the Director has provided the Owner with a written notice to proceed.

- (4) All landscaping shown on the approved Site Plan and the Landscaping Plan shall be continuously maintained from the date of its installation and the issuance of the Certificate of Occupancy by the Town. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
- (5) The Owner shall ensure that all contractors use best management practices to reduce airborne dust and particulates during the construction of the Site.
- (6) All onsite dumpsters and dumpster screening shall be kept closed at all times. Owner is not responsible for waste haulers leaving doors open temporarily on pick-up day. All required dumpsters shall be acquired from the approved franchise supplier for the Town.
- (7) Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations for the Project are in accordance with the approved Site Plan (and any minor modifications that are approved through permitting) and the Landscaping Plan or are deemed to be equivalent by the Town's Landscape Architect.
- (8) Prior to the issuance of any construction permits, the Applicant shall submit copies of all permits that are required by other agencies and have been obtained from those agencies, including but not limited to the Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management District and the State of Florida Department of Environmental Protection, as applicable.
- (9) Any revisions to the approved Site Plan, or any approved plans associated with the Project, shall be submitted to the Department of Community Development (Department), and shall be subject to its review and approval. The Department shall determine whether or not the changes are material enough to require further review by the Town Commission.
- (10) During the building permit phase, signage permitting (window, wall, freestanding, or other) for the Project shall be submitted through the Town's permitting process with a Master sign plan that ensures signage consistency in design and color scheme. A sign package illustrating all signs and their colors shall be submitted to the Department through the regular signage permitting process and shall be subject to its review and approval prior to their placement on the Site.
- (11) Within 18 months of the effective date of this Resolution, the Owner shall initiate bona fide development and shall continue with the development of the Site through completion. Failure to do so shall render the Development Order null and void. Once initiated, the development of the Site shall be completed within 18 months.
- (12) Prior to the issuance of a Certificate of Occupancy or Completion, the Owner shall install High-definition surveillance cameras, which capture clear facial features throughout the parking areas of the Project and along the exterior façades of the buildings on the Site. The location of the camera(s) shall be subject to the Department's and PBSO's review and approval to ensure that they capture the required components.
- (13) **Cost Recovery.** All professional consulting fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. The failure of the Applicant to reimburse the Town within the 10 days from the town's mailing of its invoice will result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order. A certificate of occupancy will not be issued if invoices are outstanding.
- (14) Prior to the issuance of a development permit, the site circulation shall be redesigned to accommodate a primary drive-thru entrance from Magnolia Drive.


Section 3. This Resolution shall become effective upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u> </u>	<u>✓</u>
COMMISSIONER ROGER MICHAUD	<u>✓</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 82-12-21 duly passed and adopted this 15 day of December, 2021.

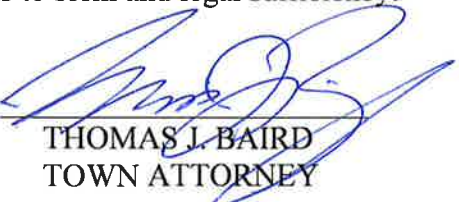
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARINGS

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, DECEMBER 6, 2021 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

IMMEDIATELY FOLLOWING THE LOCAL PLANNING AGENCY MEETING AT MONDAY December 6, 2021 AT 6:30, THE TOWN COMMISSION WILL ALSO CONDUCT A QUASI-JUDICIAL MEETING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW WEDNESDAY, DECEMBER 15, 2021 AT 6:30PM, OR AS SOON THEREAFTER AS CAN BE HEARD. (TENTATIVE DATE, PLEASE MONITOR WWW.LAKEPARKFLORIDA.GOV FOR ANY CHANGES). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

On behalf of Lake Park O3, LLC (“Property Owner” and “Applicant”), Emilio Lebolo of One A Architecture (“Agent”) is requesting site plan approval for a three-story, 24,434 SF building consisting office, retail, warehousing, and commercial kitchen space for a new headquarters for Oceana Coffee Roasters. Additionally, the Agent will be requesting special exception approval for a small-scale beverage production use for the Applicant’s coffee roasting operation. The proposed development is consistent with the Town of Lake Park’s adopted regulations for the C-1 business district.

The Subject Property is located east of 10th Street and south of Northern Drive in the Town of Lake Park. It is comprised of the following parcel, which totals 0.946 acres:

- Parcel 1 – PCN: 36434220010790190

Records related to these items may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at aviane@lakeparkflorida.gov. If a person decides to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, November 26, 2021



Notification of Public Meetings

11/22/2021

Dear Property Owner:

You are receiving this notice of public meetings because you are the legal owner of record for property that is located within 300 feet of the subject properties discussed in this correspondence. The public meetings listed herein are being held to hear the application described below the AGENDA ITEM portion of this letter.

Should you wish to attend the meetings or comment on the application please take note of the date, time, and the instructions for attending and commenting detailed below. If you do not wish to attend the meetings and do not have any comments, you may disregard this notice.

PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARING AND QUASI-JUDICIAL PUBLIC HEARING

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, DECEMBER 6, 2021 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVELE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

IMMEDIATELY FOLLOWING THE LOCAL PLANNING AGENCY MEETING AT MONDAY December 6, 2021 AT 6:30, THE TOWN COMMISSION WILL ALSO CONDUCT A QUASI-JUDICIAL MEETING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW WEDNESDAY, DECEMBER 15, 2021 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. (TENTATIVE DATE, PLEASE MONITOR WWW.LAKEPARKFLORIDA.GOV FOR ANY CHANGES). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVELE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

AGENDA ITEM

On behalf of Lake Park O3, LLC ("Property Owner" and "Applicant"), Emilio Lebold of One A Architecture ("Agent") is requesting site plan approval for a three-story, 24,434 SF building consisting of office, retail, warehousing, and commercial kitchen space for a new headquarters for Oceana Coffee Roasters. Additionally, the Agent will be requesting special exception approval for a small-scale beverage production use for the Applicant's coffee roasting operation. The proposed development is consistent with the Town of Lake Park's adopted regulations for the C-1 business district.

The Subject Property is located east of 10th Street and south of Northern Drive in the Town of Lake Park as denoted in the location map. It is comprised of the following parcel, which totals 0.946 acres:

- Parcel 1 – PCN: 36434220010790190

PUBLIC HEARINGS

MEETING: PLANNING AND ZONING BOARD
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403.
DATE: MONDAY, DECEMBER 6, 2021
TIME: 6:30 P.M.
MEETING: TOWN COMMISSION (QUASI-JUDICIAL) – TENTATIVE, MAY
CHANGE (SEE TOWN WEBSITE)
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403.
DATE: WEDNESDAY, DECEMBER 15, 2021
TIME: 6:30 P.M.

Should you wish to review any of the documents associated with the application, or if you have further questions about the application please contact Anders Ivane at 561 881 3320 or aviane@lakeparkflorida.gov.

LOCATION MAP



SIGNATURE
REINALDO A. GOMEZ
APR 01/2021

CONSULTANTS:

PROJECT NAME:

LAKE PARK KITCHENS AKA
OCEANA COFFEE
1301 10th. STREET
LAKE PARK, FL 33403

REVISIONS:

- 11/15/21 2nd. ROUND OF COMMENTS
01/25/22 DRIVE THRU FLOW
AGREEMENT
03/23/22 DRIVE THRU FLOW
AGREEMENT

DATE 11/02/2021

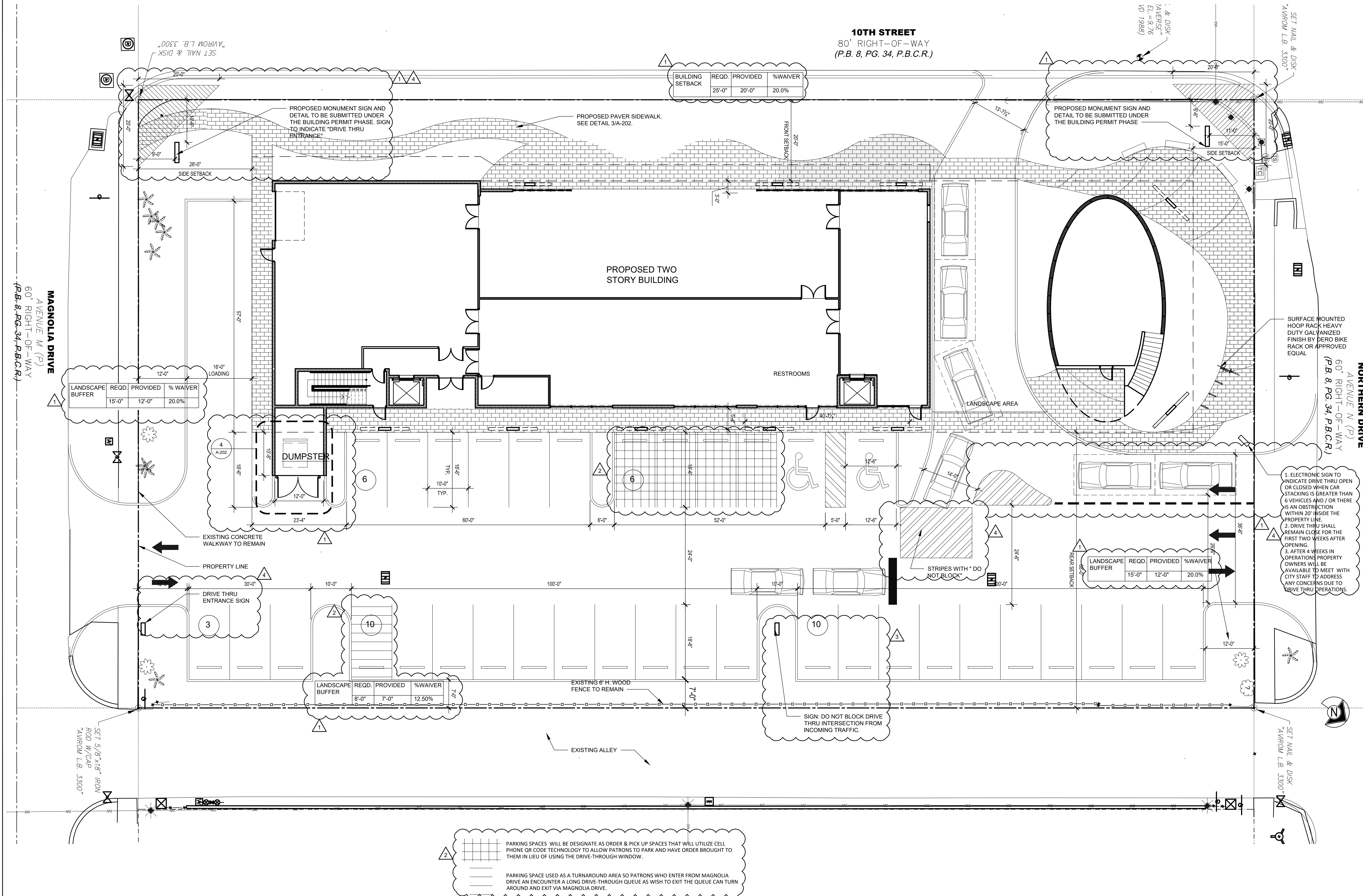
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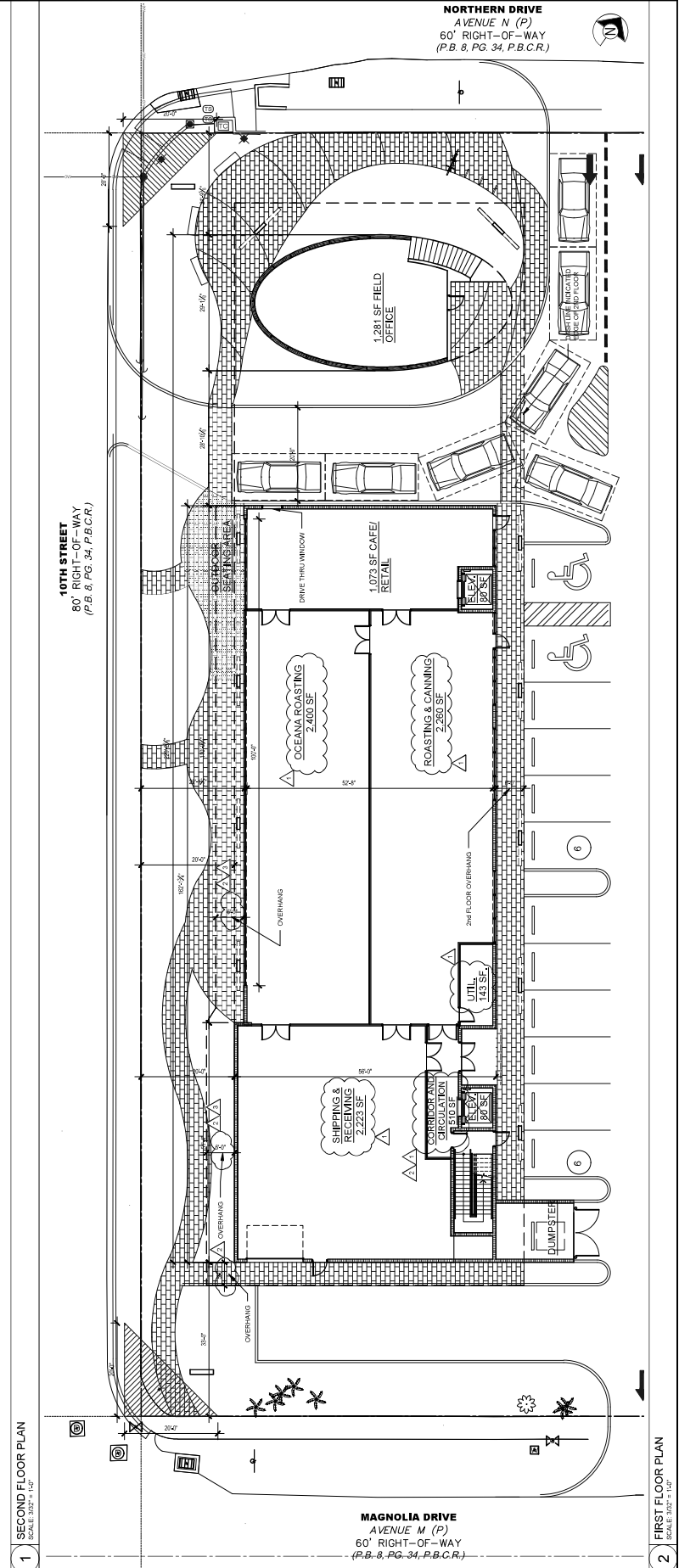
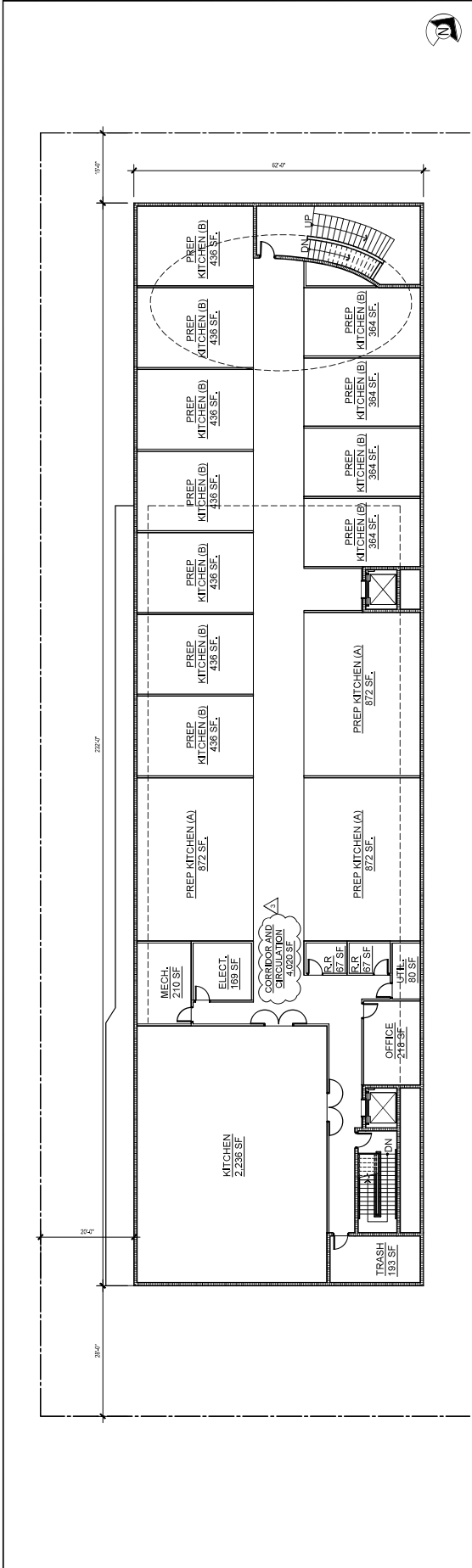
SCALE SITE PLAN

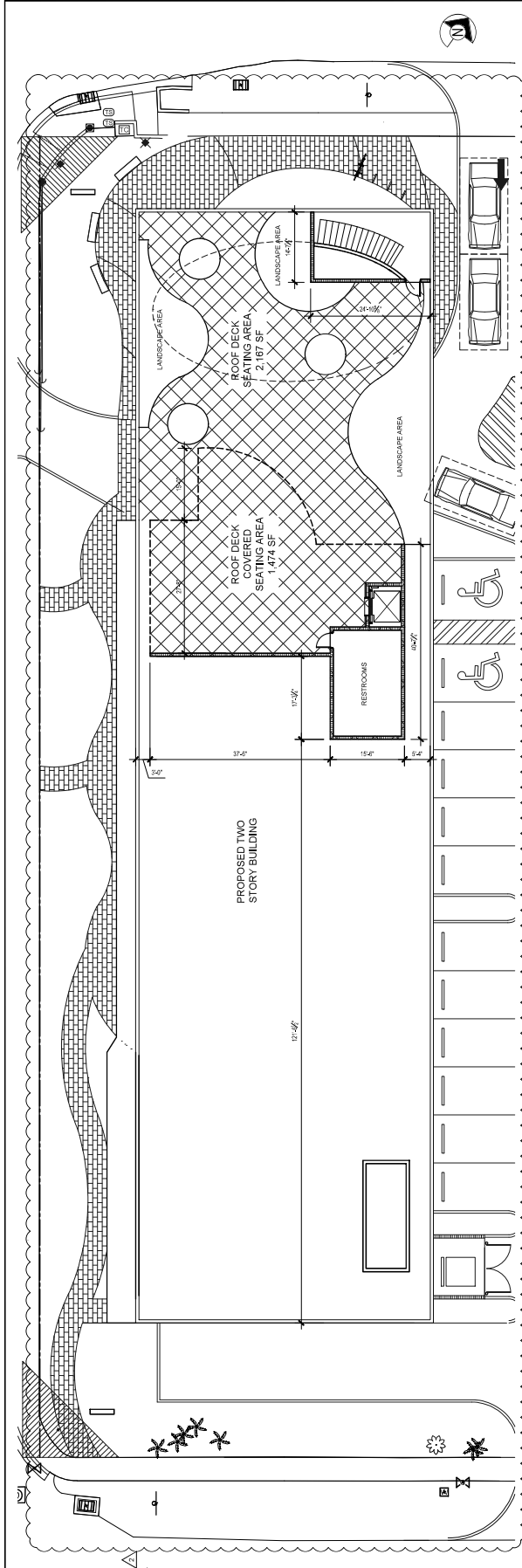
DRAWING TITLE:
SITE PLAN
OPTION A

SHEET No:

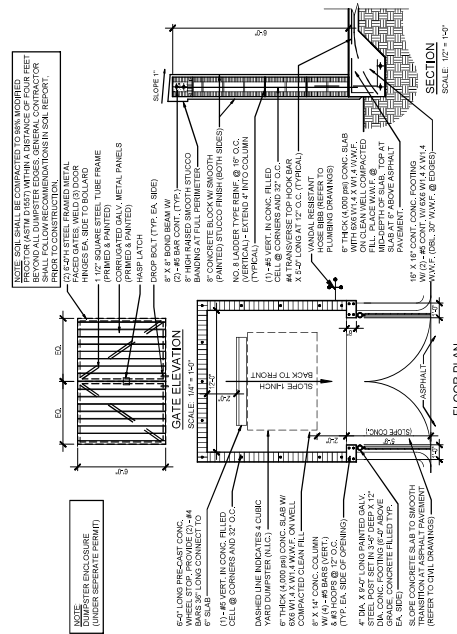
AS-200



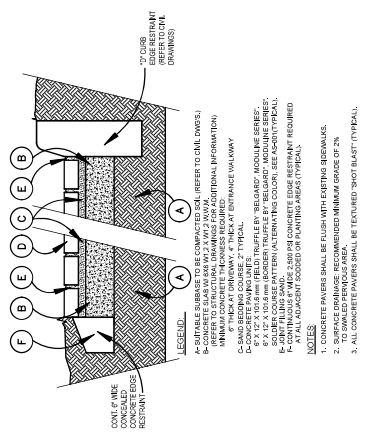




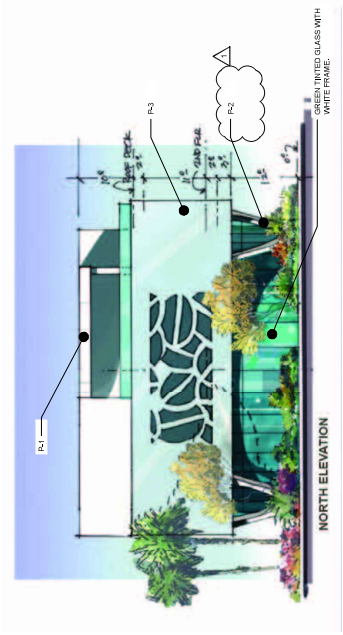
1 ROOF PLAN
SCALE: 3/32" = 1'-0"



FLOOR PLAN
SCALE: 1/4" = 1'-0"

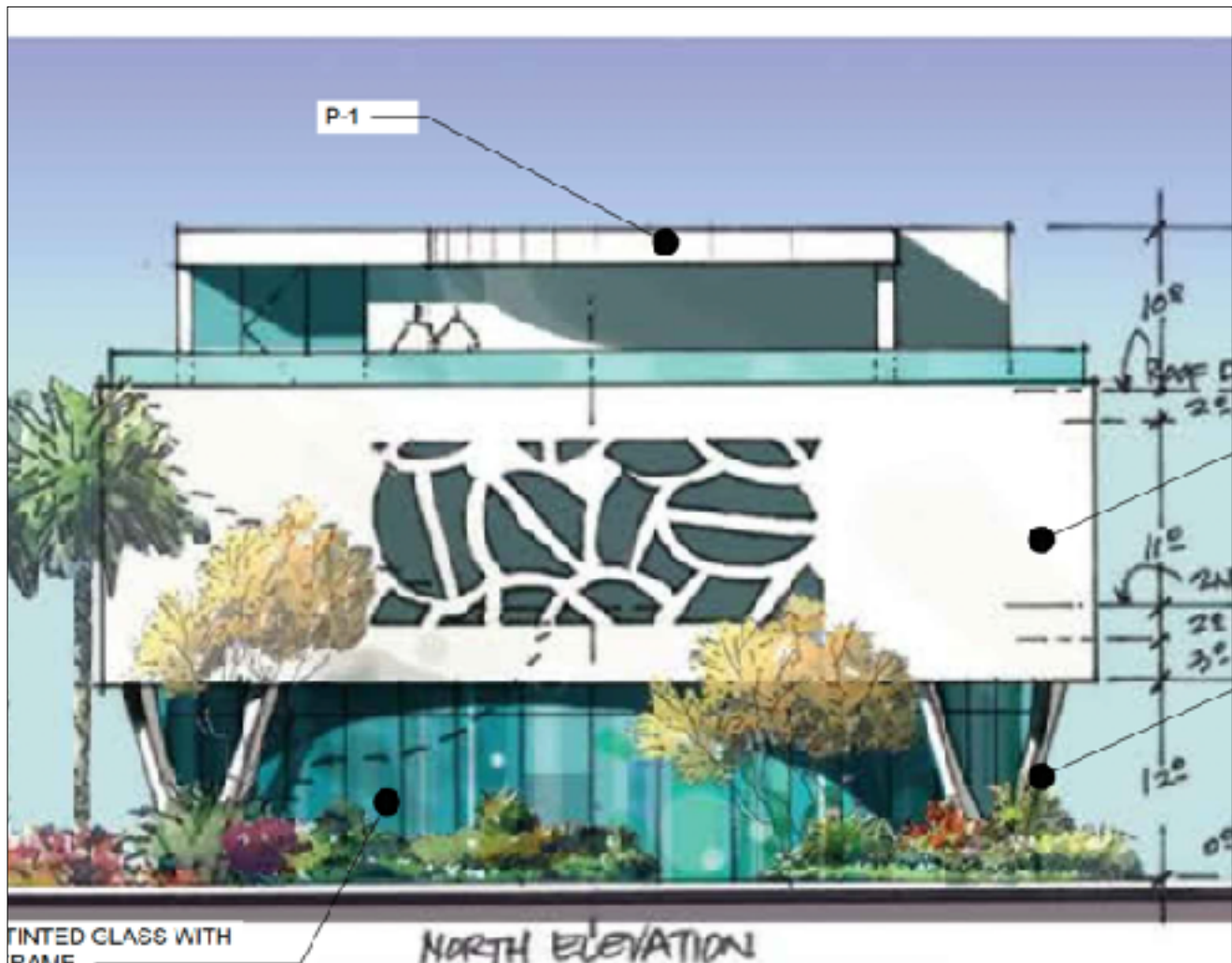


3 PAVES DETAIL
N.T.S.



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

EXECUTIVE SUMMARY



Lake Park Group- Grant Submission

Prepared for: The CRA Board for Lake Park, and the staff at the Town of Lake Park

Prepared by: Amy Angelo, Oceana Logistics Int. Inc

November 8, 2022

LAKE PARK GROUP

EXECUTIVE SUMMARY

Objective

The Lake Park group consisting of Oceana Logistics Int. Inc (DBA Oceana Coffee), Kiss Kitchens LLC, and Florida Canning Co. LLC, is requesting the support of the CRA of Lake Park in the form of a grant given over 5 years at \$200,000 per year. This grant will help bring this project to completion despite the increases in construction costs as a result of covid and inflation, and the rise interest rates.

Challenge

Our challenge is to complete the building that was proposed in December of 2021 and approved by a site plan review process performed by the staff and board members of the Town of Lake Park.

Since the time of site plan approval, construction costs have risen from \$5,000,000 to over \$7,000,000 making the project and building in it's current and approved state, unattainable. The Town of Lake Park has offered a grant to help ensure the project comes to completion without altering the site plan or downgrading the building in any way.

Solution

In addition to increased partner equity investment, the \$200,000 per year for 5 years from the Town of Lake Park supplies additional equity to this project making the bank financing now possible to complete the project at the increased cost at today's rates.

Project Outline

Permits are currently submitted to the Town of Lake Park for the building in the current approved site plan format

Constructions begins by 12/31/2022- demolition of existing structure

Construction schedule continues for a maximum of 18 months with completion by August 2024

At completion of construction: Certificate of Occupancy

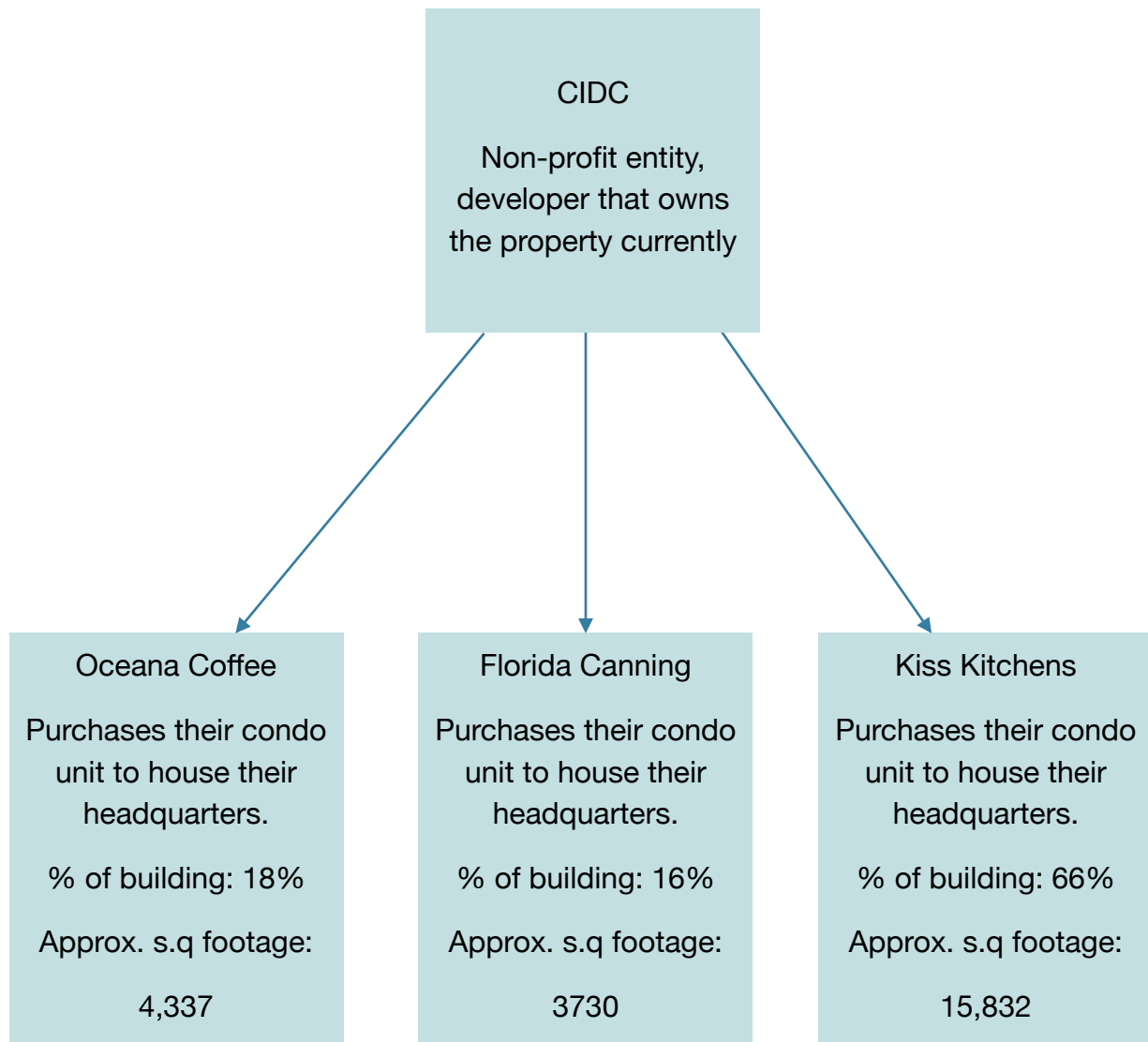
-Developer CIDC sells the condo units at cost to the individual entities that comprise the Lake Park Group.

-All condo units are owned individually by each of the 3 entities and operations commence for Oceana Coffee, Florida Canning, and Kiss Kitchens (AKA Bill's Kitchens)

LAKE PARK GROUP

Cost & Loan Structure

CIDC Lake Park (a non-profit) is the developer of this project. Once the building is complete, the building will be sold to the end users (The 3 members of the Lake Park Group) as 3 condo units. Each business has secured financing to purchase their condo units based on their respective costs to construct the condo units. Financials have been submitted on behalf of each entity in order to obtain SBA and bank funding for this project.



LAKE PARK GROUP

CONSTRUCTION BUDGET

The total construction cost for the Lake Park Project is projected at \$7,046,000. With the inclusion of architecture, engineering, cost of land, soft costs and fees the total construction cost totals \$8,106,000. This is proportionally divided among the three entities occupying the building. The total represents an increase of over \$1,500,000 above the original underwriting by the SBA, Palm Beach County and the Bank of Belle Glade.

This shortfall is being made up by an increased equity contribution from the partners and the grant of \$1,000,000 paid over five years from the Town of Lake Park. The partners are contributing a minimum of \$1,173,932 in the first year, including \$334,900 for construction costs plus an additional \$839,032 for machinery, equipment and operating capital. Any additional cost overruns are the responsibility of said partners.

The grant provided by the town is not allocated to any particular line item, but rather provides the “gap “ funding that completes the financial underwriting. It enables the loans provided by SBA, the County and The Bank to stay within underwriting guidelines. Even with the grant the partner's equity contribution has risen to over \$1,000,000.

Condo Owners	Oceana Logistics Int.	Florida Canning Co.	Kiss Kitchens	Total:
Uses				
Construction Costs	\$1,300,000	\$1,455,000	\$4,291,000	\$7,046,000
Land Cost	\$147,000.00	\$161,000	\$392,000	\$700,000
Architecture and engineering				\$360,000
Machinery, Equipment, Operating Capital				\$839,032
Total				\$8,106,000
Sources				
Grant	\$300,000.00	\$96,881	\$603,119	\$1,000,000
Approved Loan Amounts	\$1,183,750.00	\$2,138,150	\$3,450,000	\$6,771,900
Partner Equity Construction Only				\$334,900
Partner Equity Machinery, Equipment, Operating Capital				\$839,032
				\$8,945,832

LAKE PARK GROUP

Benefits to Lake Park

The project proposed by the Lake Park Group will increase the tax base, create jobs and stimulate the local economy by encouraging new business activities and expansion of existing business activities within the Town of Lake Park. This project will promote viable development and redevelopment initiatives in the Town. The happy result for the Town of Lake Park and the countless small businesses that this project will impact, is this; profound growth and opportunities for generations of Lake Park residents as well as the Lake Park Business community.

The proposed project is designed to create multiple synergies among the three resident companies and the other users of the facility drawn from the wider community. The facility will provide small kitchens designed to foster the growth of food entrepreneurs, ghost kitchen operations, food trucks and commissary operations for existing and future restaurants. The facility will contain canning, labeling, cold storage, packaging and shipping facilities to enable local small food businesses to prepare their products for market, a group of services that are currently not available in the Lake Park community. These services will also be used by Oceana Coffee and other local beverage companies to package and ship their products for wider distribution.

As we indicated in the first presentation to the Lake Park CRA Board on November 2nd, the project alone will generate \$533 million dollars in economic activity and 345 jobs over 10 years. The projections were developed with the economic modeling software employed by Palm Beach County, REMI. This project was also highlighted by Palm Beach County at a conference for the statewide FRA Conference as a model project for CRA's that serves to generate positive economic impact on both redevelopment and area wide business growth.

Here is a summary of that report:

Direct Permanent FTEs

Oceana Coffee: 10 FTEs

Florida Canning Company: 10 FTEs

Commercial Kitchen: 36 FTEs

5 Year Economic Estimate

Construction Impact

Temporary Construction FTEs (direct and indirect): 168

Total Output: \$22.85 Million

New Permanent FTEs:

New FTEs (direct and indirect): 132

Total Output: \$183.30 Million

Total FTEs (includes temporary construction FTEs): 300

Total 5 year Economic Impact: \$206.15 Million

10 Year Economic Estimate

Construction Impact

Temporary Construction FTEs (direct and indirect): 168

Total Output: \$22.85 Million

New Permanent FTEs:

New FTEs (direct and indirect): 177

Total Output: \$510.19 Million

Total FTEs (includes temporary construction FTEs): 345

Total 10 year Economic Impact: \$533.04 Million

LAKE PARK GROUP

Benefits continued...

This project will also pave the way for more businesses to come to Lake Park over the years because it will demonstrate the business friendly nature of the town and the growth oriented thinking of the business community and the CRA.

Some of the benefits of the project to the Town of Lake Park include:

- Potential to generate significantly increased sales tax revenue
- Projected property value increase from \$700,000 to the appraised value of \$8,000,000
- Visible evidence of substantial capital investment in the Town
- Creation of new employment opportunities for residents
- Above-average wages for residents
- Diversification of businesses that enhance the quality of life for Lake Park residents
- Desirable and varied retail establishments attracting consumer activity to the Town
- Vital industry with a long term commitment to the Town
- Unique project which will be beneficial as a culinary arts hub and business incubator in the heart of the CRA, these kitchens have the potential to create 28 new jobs from the 14 micro kitchens that can house 14 new businesses. The larger shared kitchens have the potential to support 40-75 businesses on an hourly, scheduled, rotational basis (potential of 80-150 jobs) using this site as a hub.
- Potential to induce other desirable businesses to locate in the Town
- Architectural Quality of the proposed improvement

Oceana Coffee is the anchor business of the Lake Park Group. In addition to operating its own highly successful coffee roasting, sales and distribution business, Ocean Coffee and its owners, Amy and Scott Angelo, will serve as partners and managers of Florida Canning and KISS Kitchens.

Since 2009, Oceana Coffee has grown from its humble beginnings on a popcorn machine to the successful business that we are today. This is one step on the path for us to continue growing our company. Currently we have 2 retail locations in our town, and over 100 wholesale customers including all of the Whole Foods stores in the state of Florida that we support from our tiny 900 sq ft manufacturing facility in Tequesta.

Over the years we have acquired other warehouses and storage spaces to facilitate our growth and operations. This new facility will allow our company to increase its capacity by at least 10 times our current production capability, increasing efficiency and expanding the opportunities for higher paying jobs for our employees who have chosen careers with Oceana Coffee. Our expansion will also create new business opportunities for those who choose to license Oceana Coffee Cafes around the state and the country.

GUARANTY

THIS GUARANTY [“Agreement” or “Guaranty”] with an effective date of _____, 2022, is between **AMY ANGELO** with an address of 221 Old Dixie Highway, Suite 1, Tequesta, Florida 33469 (the “Guarantor”), and the **TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**, a local governmental agency of the City of Lake Park, Florida, with an office at 535 Park Avenue, Lake Park, Florida 33403 (the “CRA”).

RECITALS

WHEREAS, Oceana Logistics International, Inc. having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469 (“Oceana”), 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”) (hereinafter collectively the entities shall be referred to as the “Lake Park Group”) in connection with a certain redevelopment project, located at **1301 10th Street, Lake Park, Florida** (the development being the “Project” and the premises being the “Project Property”), the Lake Park Group has requested that the CRA extend to them a Grant in the amount of **One Million Dollars (\$1,000,000.00)** (“Grant”) and;

WHEREAS, pursuant to the terms of that certain Grant Agreement Dated November __, 2022 (the “Grant Agreement”), the Grant shall be payable to Lake Park Group in five consecutive and equal annual increments of Two Hundred Thousand Dollars (\$200,000.00) on or before _____, each year; and

WHEREAS, the Guarantor acknowledges they will be held jointly and severally liable for amounts recoupable and due, and owing to the CRA by the Lake Park Group, as further detailed herein, and as such has executed this Guaranty in conjunction with those other guarantees; and

WHEREAS, the Guarantor acknowledges they will receive a financial benefit from the Grant contemplated by this Agreement; and

WHEREAS, the CRA is willing to extend to the Lake Park Group; the Grant, secured by a subordinated security interest in the Project Property. The Grant shall be subordinate to the Lake Park Group’s SBA and other federal loans and any other commercially obtained construction loan from the Bank of Belle Glade or other banking institution, or other commercial funding utilized to undertake and construct the Project (the “Construction Loans”) and the terms and conditions and such fulfillment of the terms contained herein shall not supersede any of the obligations of the Lake Park Group with respect to these Construction Loans; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the foregoing covenants and mutual agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Guaranty.** The Guarantor shall provide a guaranty to the CRA to secure the Grant.

2. **Amount of Guaranty.** The amount of this Guaranty is proportionate to the amount of the **One Million Dollars (\$1,000,000.00)** Grant then dispersed to Lake Park Group in the event that all of Oceana, Kiss Kitchens or Florida Canning Company, fail to operate its respective business continually for the ten (10) year period as further detailed in Paragraph 3 next below.

3. **Terms of Repayment.** It is expressly understood and accepted by the CRA that the Grant shall only become recoupable by the CRA in the event that the Lake Park Group and/or its successors and assigns fails to make commercially reasonable efforts to continuously operate the businesses currently known as Oceana Coffee, Kiss Kitchens and/or Florida Canning Company (or any combination of them provided the Project Property is fully utilized and staffed), for the betterment and economic advancement of the Lake Park community, for ten consecutive (10) years from the date of the Development Order (the “Operating Period”), absent force majeure, or other acceptable rationale (as detailed in Paragraph 4 below) per the terms of Resolution 82-12-21 (“the Development Order”) and the Grant Agreement. If at any time during such 10-year term of operation, the Lake Park Group should cease operating its business(es) on the Property and such cessation of business not be absorbed by another member of the Lake Park Group then it shall be deemed a default (hereinafter an “Event of Default”), and it shall be in breach of the terms and conditions of the Grant Agreement, it shall be in breach of the Grant Agreement and the previously distributed installments made by the CRA that have not matured (as defined in Paragraph 5 below) shall be proportionately recouped by the CRA, subject to the CRA’s reasonable demand and following any applicable cure periods.

4. **Sale or Transfer of the Lake Park Group Businesses/Property.** Pursuant to the terms of the Grant Agreement, should any or all of the entities comprising of the Lake Park Group elect to sell or transfer it’s or their ownership interests in the Property to any third party during the Operating Period, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld provided that the businesses continue to be operated consistent with the Development Order and the Grant Agreement. Therefore, in the event that, with the approval of the CRA, any or all of the entities comprising the Lake Park Group sell their ownership interest to another party, said sale will not constitute an Event of Default under this Guaranty, nor shall it prompt any right of recoupment of the Grant by the CRA. Likewise, in the event Oceana Coffee continues to operate its space in the Project Property, if it shall assume and operate any additional space in place of either Kiss Kitchens or Florida Canning Company, such activity shall not constitute an Event of Default nor shall it permit any right of recoupment of the Grant by the CRA.

5. **Five Year Maturity.** Each of the five (5) Two Hundred Thousand Dollar (\$200,000.00) annual installments of the Grant that are distributed to the Lake Park Group by the CRA shall only become recoupable upon an Event of Default within five (5) years of its distribution. For example, in the event that the Lake Park Group suffers an event of default in year six (6) of the Grant term the first installment paid to the Lake Park Group on November ____ 2022 will then be six (6) years old and thus be considered matured. As such, that first installment distributed to the Lake Park Group by the CRA will not be recoupable upon an uncured Event of Default, but any subsequent Grant installment would be proportionately recoupable unless such Default is timely cured or such distribution has matured.

6. **Continuing Unlimited Guaranty.** For good and valuable consideration, the Guarantor absolutely and unconditionally guarantees and promises to pay to the CRA or its assigns and successors, in legal tender of the United States of America, the unmatured portions of the Grant that the Lake Park Group owes to the CRA on the terms and conditions set forth in this Agreement. Under this Agreement, the liability of the Guarantor is joint and several, and the obligations of Guarantor are continuing.

7. **Duration of Guaranty.** This Guaranty will take effect when received by the CRA without the necessity of any acceptance by the CRA, or any notice to the Guarantor or to the Lake Park Group and will continue in full force until the end of the Operating Period (when all of the distributions shall have matured).

8. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to the CRA that:
 - a. No representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty;
 - b. This Guaranty is executed at the Lake Park Group's request and not at the request of the CRA;
 - c. The Guarantor has full power, right and authority to enter into this Guaranty;
 - d. This Guaranty is subordinate to the Construction Loans as defined above and the provisions of this Guaranty do not conflict with or result in a default under any of the Construction Loans or other instruments binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor;
 - e. The Guarantor has not and will not, without the prior written consent of the CRA, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein;
 - f. There are no known litigations, claims, investigations, administrative proceedings, or similar actions (including those for unpaid taxes) against Guarantor pending or threatened;

9. **Garnishment.** Guarantor consents to the issuance of a continuing writ of garnishment or attachment against Guarantor's disposable earnings, in accordance with §222.11, Fla. Stat., in order to satisfy, in whole or in part, any money judgment entered in favor of CRA.

10. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Guaranty:
 - a. **Amendments.** This Guaranty, together with any other document related to the Grant, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless

given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- b. Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.
- c. Governing Law. This Guaranty will be governed by, construed, and enforced in accordance with federal law and the laws of the State of Florida. This Guaranty has been accepted by CRA in the State of Florida. Any action on this Guaranty shall be filed in the county where the Project Property is situated.
- d. Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parole evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds the CRA harmless from all losses, suffered or incurred by the CRA as a result of any breach by Guarantor of the warranties, representations and agreements of this Guaranty.
- e. Interpretation. In all cases where there is more than one Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Lake Park Group named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Lake Park Group" and "Guarantor" respectively shall mean all and anyone or more of them. The words "Guarantor," the "Lake Park Group," and the "CRA" include the heirs, successors, assigns, and transferees of each of them.
- f. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of the Lake Park Group or Guarantors are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for the CRA to inquire into the powers of the Lake Park Group or the Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any Grant recoupment made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.
- g. Notices. Any notice required to be given under this Guaranty shall be given in writing, and, shall be effective when actually delivered, when actually received by facsimile or e-mail (unless otherwise required by law), when deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Guaranty. All notices by Guarantor shall be in writing and shall be effective upon delivery to the CRA as provided in Paragraph 6 of this Guaranty entitled "Duration of Guaranty." Any party may change its address for notices under this Guaranty by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

- h. No Waiver by the CRA. The CRA shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by the CRA. No delay or omission on the part of the CRA in exercising any right shall operate as a waiver of such right or any other right. A waiver by the CRA of a provision of this Guaranty shall not prejudice or constitute a waiver of the CRA's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by CRA, nor any course of dealing between CRA and Guarantor, shall constitute a waiver of any of CRA's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of the CRA is required under this Guaranty, the granting of such consent by the CRA in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the CRA.
11. **Obligations Guaranteed.** Guarantor(s), jointly and severally, irrevocably, absolutely and unconditionally guarantees to the CRA the prompt and full payment and performance of all obligations and liabilities of every nature whatsoever (whether secured or unsecured) of the liabilities or partnerships and joint ventures, created or arising while the Guarantor may have been or may be a member thereof, howsoever evidenced, whether now existing or hereafter created or arising, direct or indirect, absolute or contingent, joint or several.
12. **Waiver of Trial by Jury.** GUARANTOR, AND THE CRA HEREBY MUTUALLY, KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS GUARANTY, HEREAFTER IN EFFECT WHICH BY ITS TERMS COVERS THIS GUARANTY EVIDENCED BY THE GRANT AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CRA ENTERING INTO THE SUBJECT TRANSACTION.

IN WITNESS WHEREOF, Maker has executed this Guaranty on the date set forth below.

Signed, sealed, and delivered in the presence of:

GUARANTOR:

AMY ANGELO

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the

within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

GUARANTY

THIS GUARANTY [“Agreement” or “Guaranty”] with an effective date of _____, 2022, is between **CHARLES SCHORR LESNICK** with an address of 15 Albemarle Place, Yonkers, New York 10701 (the “Guarantor”), and the **TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**, a local governmental agency of the City of Lake Park, Florida, with an office at 535 Park Avenue, Lake Park, Florida 33403 (the “CRA”).

RECITALS

WHEREAS, Oceana Logistics International, Inc. having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469 (“Oceana”), 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”) (hereinafter collectively the entities shall be referred to as the “Lake Park Group”) in connection with a certain redevelopment project, located at **1301 10th Street, Lake Park, Florida** (the development being the “Project” and the premises being the “Project Property”), the Lake Park Group has requested that the CRA extend to them a Grant in the amount of **One Million Dollars (\$1,000,000.00)** (“Grant”) and;

WHEREAS, pursuant to the terms of that certain Grant Agreement Dated November __, 2022 (the “Grant Agreement”), the Grant shall be payable to Lake Park Group in five consecutive and equal annual increments of Two Hundred Thousand Dollars (\$200,000.00) on or before _____, each year; and

WHEREAS, the Guarantor acknowledges they will be held jointly and severally liable for amounts recoupable and due, and owing to the CRA by the Lake Park Group, as further detailed herein, and as such has executed this Guaranty in conjunction with those other guarantees; and

WHEREAS, the Guarantor acknowledges they will receive a financial benefit from the Grant contemplated by this Agreement; and

WHEREAS, the CRA is willing to extend to the Lake Park Group; the Grant, secured by a subordinated security interest in the Project Property. The Grant shall be subordinate to the Lake Park Group’s SBA and other federal loans and any other commercially obtained construction loan from the Bank of Belle Glade or other banking institution, or other commercial funding utilized to undertake and construct the Project (the “Construction Loans”) and the terms and conditions and such fulfillment of the terms contained herein shall not supersede any of the obligations of the Lake Park Group with respect to these Construction Loans; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the foregoing covenants and mutual agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Guaranty.** The Guarantor shall provide a guaranty to the CRA to secure the Grant.

2. **Amount of Guaranty.** The amount of this Guaranty is proportionate to the amount of the **One Million Dollars (\$1,000,000.00)** Grant then dispersed to Lake Park Group in the event that all of Oceana, Kiss Kitchens or Florida Canning Company, fail to operate its respective business continually for the ten (10) year period as further detailed in Paragraph 3 next below.

3. **Terms of Repayment.** It is expressly understood and accepted by the CRA that the Grant shall only become recoupable by the CRA in the event that the Lake Park Group and/or its successors and assigns fails to make commercially reasonable efforts to continuously operate the businesses currently known as Oceana Coffee, Kiss Kitchens and/or Florida Canning Company (or any combination of them provided the Project Property is fully utilized and staffed), for the betterment and economic advancement of the Lake Park community, for ten consecutive (10) years from the date of the Development Order (the “Operating Period”), absent force majeure, or other acceptable rationale (as detailed in Paragraph 4 below) per the terms of Resolution 82-12-21 (“the Development Order”) and the Grant Agreement. If at any time during such 10-year term of operation, the Lake Park Group should cease operating its business(es) on the Property and such cessation of business not be absorbed by another member of the Lake Park Group then it shall be deemed a default (hereinafter an “Event of Default”), and it shall be in breach of the terms and conditions of the Grant Agreement, it shall be in breach of the Grant Agreement and the previously distributed installments made by the CRA that have not matured (as defined in Paragraph 5 below) shall be proportionately recouped by the CRA, subject to the CRA’s reasonable demand and following any applicable cure periods.

4. **Sale or Transfer of the Lake Park Group Businesses/Property.** Pursuant to the terms of the Grant Agreement, should any or all of the entities comprising of the Lake Park Group elect to sell or transfer it’s or their ownership interests in the Property to any third party during the Operating Period, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld provided that the businesses continue to be operated consistent with the Development Order and the Grant Agreement. Therefore, in the event that, with the approval of the CRA, any or all of the entities comprising the Lake Park Group sell their ownership interest to another party, said sale will not constitute an Event of Default under this Guaranty, nor shall it prompt any right of recoupment of the Grant by the CRA. Likewise, in the event Oceana Coffee continues to operate its space in the Project Property, if it shall assume and operate any additional space in place of either Kiss Kitchens or Florida Canning Company, such activity shall not constitute an Event of Default nor shall it permit any right of recoupment of the Grant by the CRA.

5. **Five Year Maturity.** Each of the five (5) Two Hundred Thousand Dollar (\$200,000.00) annual installments of the Grant that are distributed to the Lake Park Group by the CRA shall only become recoupable upon an Event of Default within five (5) years of its distribution. For example, in the event that the Lake Park Group suffers an event of default in year six (6) of the Grant term the first installment paid to the Lake Park Group on November ____ 2022 will then be six (6) years old and thus be considered matured. As such, that first installment distributed to the Lake Park Group by the CRA will not be recoupable upon an uncured Event of Default, but any subsequent Grant installment would be proportionately recoupable unless such Default is timely cured or such distribution has matured.

6. **Continuing Unlimited Guaranty.** For good and valuable consideration, the Guarantor absolutely and unconditionally guarantees and promises to pay to the CRA or its assigns and successors, in legal tender of the United States of America, the unmatured portions of the Grant that the Lake Park Group owes to the CRA on the terms and conditions set forth in this Agreement. Under this Agreement, the liability of the Guarantor is joint and several, and the obligations of Guarantor are continuing.

7. **Duration of Guaranty.** This Guaranty will take effect when received by the CRA without the necessity of any acceptance by the CRA, or any notice to the Guarantor or to the Lake Park Group and will continue in full force until the end of the Operating Period (when all of the distributions shall have matured).

8. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to the CRA that:
 - a. No representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty;
 - b. This Guaranty is executed at the Lake Park Group's request and not at the request of the CRA;
 - c. The Guarantor has full power, right and authority to enter into this Guaranty;
 - d. This Guaranty is subordinate to the Construction Loans as defined above and the provisions of this Guaranty do not conflict with or result in a default under any of the Construction Loans or other instruments binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor;
 - e. The Guarantor has not and will not, without the prior written consent of the CRA, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein;
 - f. There are no known litigations, claims, investigations, administrative proceedings, or similar actions (including those for unpaid taxes) against Guarantor pending or threatened;

9. **Garnishment.** Guarantor consents to the issuance of a continuing writ of garnishment or attachment against Guarantor's disposable earnings, in accordance with §222.11, Fla. Stat., in order to satisfy, in whole or in part, any money judgment entered in favor of CRA.

10. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Guaranty:
 - a. **Amendments.** This Guaranty, together with any other document related to the Grant, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless

given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- b. Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.
- c. Governing Law. This Guaranty will be governed by, construed, and enforced in accordance with federal law and the laws of the State of Florida. This Guaranty has been accepted by CRA in the State of Florida. Any action on this Guaranty shall be filed in the county where the Project Property is situated.
- d. Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parole evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds the CRA harmless from all losses, suffered or incurred by the CRA as a result of any breach by Guarantor of the warranties, representations and agreements of this Guaranty.
- e. Interpretation. In all cases where there is more than one Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Lake Park Group named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Lake Park Group" and "Guarantor" respectively shall mean all and anyone or more of them. The words "Guarantor," the "Lake Park Group," and the "CRA" include the heirs, successors, assigns, and transferees of each of them.
- f. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of the Lake Park Group or Guarantors are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for the CRA to inquire into the powers of the Lake Park Group or the Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any Grant recoupment made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.
- g. Notices. Any notice required to be given under this Guaranty shall be given in writing, and, shall be effective when actually delivered, when actually received by facsimile or e-mail (unless otherwise required by law), when deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Guaranty. All notices by Guarantor shall be in writing and shall be effective upon delivery to the CRA as provided in Paragraph 6 of this Guaranty entitled "Duration of Guaranty." Any party may change its address for notices under this Guaranty by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

- h. No Waiver by the CRA. The CRA shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by the CRA. No delay or omission on the part of the CRA in exercising any right shall operate as a waiver of such right or any other right. A waiver by the CRA of a provision of this Guaranty shall not prejudice or constitute a waiver of the CRA's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by CRA, nor any course of dealing between CRA and Guarantor, shall constitute a waiver of any of CRA's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of the CRA is required under this Guaranty, the granting of such consent by the CRA in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the CRA.
11. **Obligations Guaranteed.** Guarantor(s), jointly and severally, irrevocably, absolutely and unconditionally guarantees to the CRA the prompt and full payment and performance of all obligations and liabilities of every nature whatsoever (whether secured or unsecured) of the liabilities or partnerships and joint ventures, created or arising while the Guarantor may have been or may be a member thereof, howsoever evidenced, whether now existing or hereafter created or arising, direct or indirect, absolute or contingent, joint or several.
12. **Waiver of Trial by Jury.** GUARANTOR, AND THE CRA HEREBY MUTUALLY, KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS GUARANTY, HEREAFTER IN EFFECT WHICH BY ITS TERMS COVERS THIS GUARANTY EVIDENCED BY THE GRANT AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CRA ENTERING INTO THE SUBJECT TRANSACTION.

IN WITNESS WHEREOF, Maker has executed this Guaranty on the date set forth below.

Signed, sealed, and delivered in the presence of:

GUARANTOR:

CHARLES SCHORR LESNICK

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the

within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

GUARANTY

THIS GUARANTY [“Agreement” or “Guaranty”] with an effective date of _____, 2022, is between **LEONARD SCHWARTZ** with an address of 944 Warren Parkway, Teaneck, NJ 07666 (the “Guarantor”), and the **TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**, a local governmental agency of the City of Lake Park, Florida, with an office at 535 Park Avenue, Lake Park, Florida 33403 (the “CRA”).

RECITALS

WHEREAS, Oceana Logistics International, Inc. having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469 (“Oceana”), 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”) (hereinafter collectively the entities shall be referred to as the “Lake Park Group”) in connection with a certain redevelopment project, located at **1301 10th Street, Lake Park, Florida** (the development being the “Project” and the premises being the “Project Property”), the Lake Park Group has requested that the CRA extend to them a Grant in the amount of **One Million Dollars (\$1,000,000.00)** (“Grant”) and;

WHEREAS, pursuant to the terms of that certain Grant Agreement Dated November __, 2022 (the “Grant Agreement”), the Grant shall be payable to Lake Park Group in five consecutive and equal annual increments of Two Hundred Thousand Dollars (\$200,000.00) on or before _____, each year; and

WHEREAS, the Guarantor acknowledges they will be held jointly and severally liable for amounts recoupable and due, and owing to the CRA by the Lake Park Group, as further detailed herein, and as such has executed this Guaranty in conjunction with those other guarantees; and

WHEREAS, the Guarantor acknowledges they will receive a financial benefit from the Grant contemplated by this Agreement; and

WHEREAS, the CRA is willing to extend to the Lake Park Group; the Grant, secured by a subordinated security interest in the Project Property. The Grant shall be subordinate to the Lake Park Group’s SBA and other federal loans and any other commercially obtained construction loan from the Bank of Belle Glade or other banking institution, or other commercial funding utilized to undertake and construct the Project (the “Construction Loans”) and the terms and conditions and such fulfillment of the terms contained herein shall not supersede any of the obligations of the Lake Park Group with respect to these Construction Loans; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the foregoing covenants and mutual agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Guaranty.** The Guarantor shall provide a guaranty to the CRA to secure the Grant.

2. **Amount of Guaranty.** The amount of this Guaranty is proportionate to the amount of the **One Million Dollars (\$1,000,000.00)** Grant then dispersed to Lake Park Group in the event that all of Oceana, Kiss Kitchens or Florida Canning Company, fail to operate its respective business continually for the ten (10) year period as further detailed in Paragraph 3 next below.

3. **Terms of Repayment.** It is expressly understood and accepted by the CRA that the Grant shall only become recoupable by the CRA in the event that the Lake Park Group and/or its successors and assigns fails to make commercially reasonable efforts to continuously operate the businesses currently known as Oceana Coffee, Kiss Kitchens and/or Florida Canning Company (or any combination of them provided the Project Property is fully utilized and staffed), for the betterment and economic advancement of the Lake Park community, for ten consecutive (10) years from the date of the Development Order (the “Operating Period”), absent force majeure, or other acceptable rationale (as detailed in Paragraph 4 below) per the terms of Resolution 82-12-21 (“the Development Order”) and the Grant Agreement. If at any time during such 10-year term of operation, the Lake Park Group should cease operating its business(es) on the Property and such cessation of business not be absorbed by another member of the Lake Park Group then it shall be deemed a default (hereinafter an “Event of Default”), and it shall be in breach of the terms and conditions of the Grant Agreement, it shall be in breach of the Grant Agreement and the previously distributed installments made by the CRA that have not matured (as defined in Paragraph 5 below) shall be proportionately recouped by the CRA, subject to the CRA’s reasonable demand and following any applicable cure periods.

4. **Sale or Transfer of the Lake Park Group Businesses/Property.** Pursuant to the terms of the Grant Agreement, should any or all of the entities comprising of the Lake Park Group elect to sell or transfer it’s or their ownership interests in the Property to any third party during the Operating Period, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld provided that the businesses continue to be operated consistent with the Development Order and the Grant Agreement. Therefore, in the event that, with the approval of the CRA, any or all of the entities comprising the Lake Park Group sell their ownership interest to another party, said sale will not constitute an Event of Default under this Guaranty, nor shall it prompt any right of recoupment of the Grant by the CRA. Likewise, in the event Oceana Coffee continues to operate its space in the Project Property, if it shall assume and operate any additional space in place of either Kiss Kitchens or Florida Canning Company, such activity shall not constitute an Event of Default nor shall it permit any right of recoupment of the Grant by the CRA.

5. **Five Year Maturity.** Each of the five (5) Two Hundred Thousand Dollar (\$200,000.00) annual installments of the Grant that are distributed to the Lake Park Group by the CRA shall only become recoupable upon an Event of Default within five (5) years of its distribution. For example, in the event that the Lake Park Group suffers an event of default in year six (6) of the Grant term the first installment paid to the Lake Park Group on November ____ 2022 will then be six (6) years old and thus be considered matured. As such, that first installment distributed to the Lake Park Group by the CRA will not be recoupable upon an uncured Event of Default, but any subsequent Grant installment would be proportionately recoupable unless such Default is timely cured or such distribution has matured.

6. **Continuing Unlimited Guaranty.** For good and valuable consideration, the Guarantor absolutely and unconditionally guarantees and promises to pay to the CRA or its assigns and successors, in legal tender of the United States of America, the unmatured portions of the Grant that the Lake Park Group owes to the CRA on the terms and conditions set forth in this Agreement. Under this Agreement, the liability of the Guarantor is joint and several, and the obligations of Guarantor are continuing.
7. **Duration of Guaranty.** This Guaranty will take effect when received by the CRA without the necessity of any acceptance by the CRA, or any notice to the Guarantor or to the Lake Park Group and will continue in full force until the end of the Operating Period (when all of the distributions shall have matured).
8. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to the CRA that:
 - a. No representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty;
 - b. This Guaranty is executed at the Lake Park Group's request and not at the request of the CRA;
 - c. The Guarantor has full power, right and authority to enter into this Guaranty;
 - d. This Guaranty is subordinate to the Construction Loans as defined above and the provisions of this Guaranty do not conflict with or result in a default under any of the Construction Loans or other instruments binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor;
 - e. The Guarantor has not and will not, without the prior written consent of the CRA, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein;
 - f. There are no known litigations, claims, investigations, administrative proceedings, or similar actions (including those for unpaid taxes) against Guarantor pending or threatened;
9. **Garnishment.** Guarantor consents to the issuance of a continuing writ of garnishment or attachment against Guarantor's disposable earnings, in accordance with §222.11, Fla. Stat., in order to satisfy, in whole or in part, any money judgment entered in favor of CRA.
10. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Guaranty:
 - a. **Amendments.** This Guaranty, together with any other document related to the Grant, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless

given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- b. Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.
- c. Governing Law. This Guaranty will be governed by, construed, and enforced in accordance with federal law and the laws of the State of Florida. This Guaranty has been accepted by CRA in the State of Florida. Any action on this Guaranty shall be filed in the county where the Project Property is situated.
- d. Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parole evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds the CRA harmless from all losses, suffered or incurred by the CRA as a result of any breach by Guarantor of the warranties, representations and agreements of this Guaranty.
- e. Interpretation. In all cases where there is more than one Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Lake Park Group named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Lake Park Group" and "Guarantor" respectively shall mean all and anyone or more of them. The words "Guarantor," the "Lake Park Group," and the "CRA" include the heirs, successors, assigns, and transferees of each of them.
- f. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of the Lake Park Group or Guarantors are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for the CRA to inquire into the powers of the Lake Park Group or the Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any Grant recoupment made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.
- g. Notices. Any notice required to be given under this Guaranty shall be given in writing, and, shall be effective when actually delivered, when actually received by facsimile or e-mail (unless otherwise required by law), when deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Guaranty. All notices by Guarantor shall be in writing and shall be effective upon delivery to the CRA as provided in Paragraph 6 of this Guaranty entitled "Duration of Guaranty." Any party may change its address for notices under this Guaranty by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

- h. No Waiver by the CRA. The CRA shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by the CRA. No delay or omission on the part of the CRA in exercising any right shall operate as a waiver of such right or any other right. A waiver by the CRA of a provision of this Guaranty shall not prejudice or constitute a waiver of the CRA's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by CRA, nor any course of dealing between CRA and Guarantor, shall constitute a waiver of any of CRA's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of the CRA is required under this Guaranty, the granting of such consent by the CRA in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the CRA.
11. **Obligations Guaranteed.** Guarantor(s), jointly and severally, irrevocably, absolutely and unconditionally guarantees to the CRA the prompt and full payment and performance of all obligations and liabilities of every nature whatsoever (whether secured or unsecured) of the liabilities or partnerships and joint ventures, created or arising while the Guarantor may have been or may be a member thereof, howsoever evidenced, whether now existing or hereafter created or arising, direct or indirect, absolute or contingent, joint or several.
12. **Waiver of Trial by Jury.** GUARANTOR, AND THE CRA HEREBY MUTUALLY, KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS GUARANTY, HEREAFTER IN EFFECT WHICH BY ITS TERMS COVERS THIS GUARANTY EVIDENCED BY THE GRANT AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CRA ENTERING INTO THE SUBJECT TRANSACTION.

IN WITNESS WHEREOF, Maker has executed this Guaranty on the date set forth below.

Signed, sealed, and delivered in the presence of:

GUARANTOR:

LEONARD SCHWARTZ

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the

within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Corporate Guaranty

THIS GUARANTY AGREEMENT (“Guaranty”) is given as of _____, 2022, by **OCEANA LOGISTICS INTERNATIONAL, INC.**, a Florida Corporation having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469 (the “Guarantor”), to and for the benefit of **TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**, a local government agency of the City of Lake Park, Florida, with an office at 535 Park Avenue, Lake Park, Florida 33403, and its successors and assigns (collectively, the “CRA”).

RECITALS:

WHEREAS, Oceana Logistics International, Inc. having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469 (“Oceana”), 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”) (hereinafter collectively the three entities shall be referred to as the “Lake Park Group”) in connection with a certain redevelopment project, located at **1301 10th Street, Lake Park, Florida** (the development being the “Project” and the premises being the “Project Property”), Lake Park Group has requested that the CRA extend to them a Grant in the amount of **One Million Dollars (\$1,000,000.00)** (the Grant”) and;

WHEREAS, pursuant to the terms of that certain Grant Agreement Dated November __, 2022 (the “Grant Agreement”), the Grant shall be payable to the Lake Park Group in five consecutive and equal annual increments of Two Hundred Thousand Dollars (\$200,000.00) on or before November__ each year; and

WHEREAS, the Guarantor intends to be held jointly and severally liable for any amounts recoupable and, due, and owing to the CRA by the Lake Park Group, as further detailed herein, and as such, has executed this Guaranty in conjunction with those other guarantees; and

WHEREAS, the Guarantor will benefit from the Grant contemplated by this Agreement; and

WHEREAS, the CRA is willing to extend to the Lake Park Group the Grant, secured by a subordinated security interest in the Collateral. The Grant shall be subordinate to the Lake Park Group’s SBA and other federal loans and any other commercially obtained construction loan with the Bank of Belle Glade or other banking institution, or other commercial funding utilized to undertake and construct the Project (the “Construction Loans”) and the terms and conditions thereof and such fulfillment of the terms contained herein shall not supersede any of the obligations of the Lake Park Group with respect to these Construction Loans; and

NOW, THEREFORE, for and in consideration of the Grant by the CRA in accordance with the terms thereof, and the covenants of Guarantor herein contained, and intending to be legally bound hereby, Guarantor hereby covenants as follows:

1. Guarantor hereby irrevocably and unconditionally guarantees and becomes the Guarantor for the prompt and faithful performance of all of the covenants, obligations and liabilities of the Lake Park Group, its successors and assigns, under the Grant, including, but not limited to, the recoupments of all amounts due under the Grant in the event of any uncured Event of Default (as defined in the Grant), and other sums due the CRA thereunder, and also for all representations of the Lake Park

Group under the Grant. All of such obligations are incorporated herein as if restated in this Agreement.

2. Guarantor expressly consents to any extension of time, leniency, amendment, modification, waiver, forbearance, or any changes which may be made in any terms and conditions of the Grant, and no such change, modification, extension, waiver or forbearance shall release Guarantor from any liability or obligation hereby incurred or assumed.
3. It is expressly understood and accepted by the CRA that the Grant shall only become recoupable by the CRA in the event that the Lake Park Group, and/or its successors and assigns, fails to make commercially reasonable efforts to continuously operate the businesses currently known as Oceana Coffee, Kiss Kitchens or the Florida Canning Company (or any combination of them provided the Project Property is fully utilized and staffed) as well as any affiliated companies (or any successors in interest) for the betterment and economic advancement of the Lake Park Community, absent a force majeure, for ten consecutive (10) years from the date of the Development Order (the "Operating Period"), per the terms of Resolution 82-12-21 ("the Development Order") and the Grant Agreement Dated _____ (the "Grant Agreement"). If at any time during such 10-year term of operation, all of the entities comprising the Lake Park Group should cease operating its business(es) on the Property and such cessation of business not be absorbed by another member of the Lake Park Group then it shall be deemed a default (hereinafter an "Event of Default"), and it shall be in violation of the terms and conditions of the Grant Agreement, it shall be in breach of the Grant Agreement and the previously distributed installments made by the CRA that have not matured (as defined in Paragraph 5 below) shall be proportionately returned to the CRA, subject to the CRA's reasonable demand and following any applicable cure periods.
4. Pursuant to the terms of the Grant Agreement, should any or all of the entities comprising of the Lake Park Group elect to sell or transfer it's or their ownership interests in the Property to any third party during the Operating Period, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld provided that the businesses continue to be operated consistent with the Development Order and the Grant Agreement. Therefore, in the event that, with the approval of the CRA, any or all of the entities comprising the Lake Park Group sell their ownership interest to another party, said sale will not constitute an Event of Default under this Guaranty, nor shall it prompt any right of recoupment of the Grant by the CRA. Likewise, in the event Oceana Coffee continues to operate its space in the Project Property, if it shall assume and operate any additional space in place of either Kiss Kitchens or Florida Canning Company, such activity shall not be an Event of Default nor shall it prompt any right of recoupment of the Grant by the CRA.
5. Each of the five (5) Two Hundred Thousand Dollar (\$200,000.00) annual installments of the Grant that are distributed to the Lake Park Group by the CRA shall only become recoupable upon an Event of Default within five (5) years following each of the five annual distributions. By way of example, in the event that the Lake Park Group suffers an Event of Default in year six (6) of the Grant term the first installment provided to the Lake Park Group on November __ 2022 will then be over five (5) years old and thus be considered matured. As such, that first installment payment to the Lake Park Group by the CRA shall not be recoupable upon the Event of Default, but any subsequent Grant installment would be proportionately recoupable unless such Default is timely cured or such distribution has matured.
6. It is specifically understood and agreed that if an Event of Default by the Lake Park Group occurs under the Grant, then the CRA shall be entitled to commence any action or proceeding against the Guarantor, individually or collectively, or otherwise exercise any available remedies at law or in equity to enforce the provisions of this Guaranty without first commencing any action or proceeding against the Lake Park Group or any other party, or otherwise exhausting all of its

available remedies against the Lake Park Group.

7. In the event that there is an Event of Default, then and after written notice and a ninety (90) day opportunity to cure such default, an action is commenced by the CRA to enforce the provisions of this Guaranty, the CRA shall, if it prevails in such action, be entitled to recover from Guarantor the reasonable costs of such action.
8. No payment by Guarantor to the CRA during the term of this Guaranty shall entitle Guarantor, by subrogation or otherwise, to any payment from the Lake Park Group under or out of the Project Property of the Lake Park Group, except that after payment in full to the CRA of all amounts recoupable and payable by the Lake Park Group to the CRA pursuant to the Grant.
9. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Lake Park Group or any assignee in any condition, receivership, bankruptcy (including Chapter VII or Chapter XI bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Code) or other insolvency proceeding, or the rejection or disaffirmation of the Lake Park Group or any assignee in any such insolvency proceeding, and shall continue with respect to all obligations which would have accrued under the Grant absent such rejection or disaffirmation of the Grant.
10. The Guarantor acknowledges that it has a financial interest in the Lake Park Group.
11. Following the termination of this Guaranty, the CRA will, at the request of the Guarantor, execute such documents as the Guarantor may reasonably request to acknowledge that this Guaranty is terminated, and that the Guarantor has no further liability or obligations hereunder.
12. Guarantor shall from time to time, within fifteen (15) days after request by the CRA, execute, acknowledge, and deliver to the CRA a statement to be relied upon by the CRA certifying that this Guaranty is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications). Guarantor's failure to comply with this Section 12, shall be a default under this Guaranty and, in addition to any and all other remedies set forth herein, shall subject Guarantor to all of CRA's actual damages resulting from Guarantor's failure to comply with same.
13. This Guaranty shall inure to the benefit of the CRA, its heirs, personal representatives, successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of the Guarantor.
14. This Guaranty shall be governed by the laws of the State of Florida.
15. This Guaranty shall be irrevocable and shall continue notwithstanding any assignment, sublease or other transfer of the Grant or the Project Property (as defined in the Grant) or any interest therein.
16. If any term or provision, or any portion thereof, of this Guaranty, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date set forth above.

WITNESS/ATTEST:

GUARANTOR:

OCEANA LOGISTICS INTERNATIONAL, INC.,
a Florida Corporation

By: _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Corporate Guaranty

THIS GUARANTY AGREEMENT (“Guaranty”) is given as of _____, 2022, by **FLORIDA CANNING COMPANY LLC**, a Florida Limited Liability Company having an address at 15375 Blue Fish Circle, Lakewood Ranch, Florida 34202 (the “Guarantor”), to and for the benefit of **TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**, a local government agency of the City of Lake Park, Florida, with an office at 535 Park Avenue, Lake Park, Florida 33403, and its successors and assigns (collectively, the “CRA”).

RECITALS:

WHEREAS, Oceana Logistics International, Inc. having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469 (“Oceana”), 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”) (hereinafter collectively the three entities shall be referred to as the “Lake Park Group”) in connection with a certain redevelopment project, located at **1301 10th Street, Lake Park, Florida** (the development being the “Project” and the premises being the “Project Property”), Lake Park Group has requested that the CRA extend to them a Grant in the amount of **One Million Dollars (\$1,000,000.00)** (the Grant”) and;

WHEREAS, pursuant to the terms of that certain Grant Agreement Dated November __, 2022 (the “Grant Agreement”), the Grant shall be payable to the Lake Park Group in five consecutive and equal annual increments of Two Hundred Thousand Dollars (\$200,000.00) on or before November__ each year; and

WHEREAS, the Guarantor intends to be held jointly and severally liable for any amounts recoupable and, due, and owing to the CRA by the Lake Park Group, as further detailed herein, and as such, has executed this Guaranty in conjunction with those other guarantees; and

WHEREAS, the Guarantor will benefit from the Grant contemplated by this Agreement; and

WHEREAS, the CRA is willing to extend to the Lake Park Group the Grant, secured by a subordinated security interest in the Collateral. The Grant shall be subordinate to the Lake Park Group’s SBA and other federal loans and any other commercially obtained construction loan with the Bank of Belle Glade or other banking institution, or other commercial funding utilized to undertake and construct the Project (the “Construction Loans”) and the terms and conditions thereof and such fulfillment of the terms contained herein shall not supersede any of the obligations of the Lake Park Group with respect to these Construction Loans; and

NOW, THEREFORE, for and in consideration of the Grant by the CRA in accordance with the terms thereof, and the covenants of Guarantor herein contained, and intending to be legally bound hereby, Guarantor hereby covenants as follows:

1. Guarantor hereby irrevocably and unconditionally guarantees and becomes the Guarantor for the prompt and faithful performance of all of the covenants, obligations and liabilities of the Lake Park Group, its successors and assigns, under the Grant, including, but not limited to, the recoupments of all amounts due under the Grant in the event of any uncured Event of Default (as defined in the Grant), and other sums due the CRA thereunder, and also for all representations of the Lake Park

Group under the Grant. All of such obligations are incorporated herein as if restated in this Agreement.

2. Guarantor expressly consents to any extension of time, leniency, amendment, modification, waiver, forbearance, or any changes which may be made in any terms and conditions of the Grant, and no such change, modification, extension, waiver or forbearance shall release Guarantor from any liability or obligation hereby incurred or assumed.
3. It is expressly understood and accepted by the CRA that the Grant shall only become recoupable by the CRA in the event that the Lake Park Group, and/or its successors and assigns, fails to make commercially reasonable efforts to continuously operate the businesses currently known as Oceana Coffee, Kiss Kitchens or the Florida Canning Company (or any combination of them provided the Project Property is fully utilized and staffed) as well as any affiliated companies (or any successors in interest) for the betterment and economic advancement of the Lake Park Community, absent a force majeure, for ten consecutive (10) years from the date of the Development Order (the "Operating Period"), per the terms of Resolution 82-12-21 ("the Development Order") and the Grant Agreement Dated _____ (the "Grant Agreement"). If at any time during such 10-year term of operation, all of the entities comprising the Lake Park Group should cease operating its business(es) on the Property and such cessation of business not be absorbed by another member of the Lake Park Group then it shall be deemed a default (hereinafter an "Event of Default"), and it shall be in violation of the terms and conditions of the Grant Agreement, it shall be in breach of the Grant Agreement and the previously distributed installments made by the CRA that have not matured (as defined in Paragraph 5 below) shall be proportionately returned to the CRA, subject to the CRA's reasonable demand and following any applicable cure periods.
4. Pursuant to the terms of the Grant Agreement, should any or all of the entities comprising of the Lake Park Group elect to sell or transfer it's or their ownership interests in the Property to any third party during the Operating Period, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld provided that the businesses continue to be operated consistent with the Development Order and the Grant Agreement. Therefore, in the event that, with the approval of the CRA, any or all of the entities comprising the Lake Park Group sell their ownership interest to another party, said sale will not constitute an Event of Default under this Guaranty, nor shall it prompt any right of recoupment of the Grant by the CRA. Likewise, in the event Oceana Coffee continues to operate its space in the Project Property, if it shall assume and operate any additional space in place of either Kiss Kitchens or Florida Canning Company, such activity shall not be an Event of Default nor shall it prompt any right of recoupment of the Grant by the CRA.
5. Each of the five (5) Two Hundred Thousand Dollar (\$200,000.00) annual installments of the Grant that are distributed to the Lake Park Group by the CRA shall only become recoupable upon an Event of Default within five (5) years following each of the five annual distributions. By way of example, in the event that the Lake Park Group suffers an Event of Default in year six (6) of the Grant term the first installment provided to the Lake Park Group on November __, 2022 will then be over five (5) years old and thus be considered matured. As such, that first installment payment to the Lake Park Group by the CRA shall not be recoupable upon the Event of Default, but any subsequent Grant installment would be proportionately recoupable unless such Default is timely cured or such distribution has matured.
6. It is specifically understood and agreed that if an Event of Default by the Lake Park Group occurs under the Grant, then the CRA shall be entitled to commence any action or proceeding against the Guarantor, individually or collectively, or otherwise exercise any available remedies at law or in equity to enforce the provisions of this Guaranty without first commencing any action or proceeding against the Lake Park Group or any other party, or otherwise exhausting all of its

available remedies against the Lake Park Group.

7. In the event that there is an Event of Default, then and after written notice and a ninety (90) day opportunity to cure such default, an action is commenced by the CRA to enforce the provisions of this Guaranty, the CRA shall, if it prevails in such action, be entitled to recover from Guarantor the reasonable costs of such action.
8. No payment by Guarantor to the CRA during the term of this Guaranty shall entitle Guarantor, by subrogation or otherwise, to any payment from the Lake Park Group under or out of the Project Property of the Lake Park Group, except that after payment in full to the CRA of all amounts recoupable and payable by the Lake Park Group to the CRA pursuant to the Grant.
9. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Lake Park Group or any assignee in any condition, receivership, bankruptcy (including Chapter VII or Chapter XI bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Code) or other insolvency proceeding, or the rejection or disaffirmation of the Lake Park Group or any assignee in any such insolvency proceeding, and shall continue with respect to all obligations which would have accrued under the Grant absent such rejection or disaffirmation of the Grant.
10. The Guarantor acknowledges that it has a financial interest in the Lake Park Group.
11. Following the termination of this Guaranty, the CRA will, at the request of the Guarantor, execute such documents as the Guarantor may reasonably request to acknowledge that this Guaranty is terminated, and that the Guarantor has no further liability or obligations hereunder.
12. Guarantor shall from time to time, within fifteen (15) days after request by the CRA, execute, acknowledge, and deliver to the CRA a statement to be relied upon by the CRA certifying that this Guaranty is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications). Guarantor's failure to comply with this Section 12, shall be a default under this Guaranty and, in addition to any and all other remedies set forth herein, shall subject Guarantor to all of CRA's actual damages resulting from Guarantor's failure to comply with same.
13. This Guaranty shall inure to the benefit of the CRA, its heirs, personal representatives, successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of the Guarantor.
14. This Guaranty shall be governed by the laws of the State of Florida.
15. This Guaranty shall be irrevocable and shall continue notwithstanding any assignment, sublease or other transfer of the Grant or the Project Property (as defined in the Grant) or any interest therein.
16. If any term or provision, or any portion thereof, of this Guaranty, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date set forth above.

WITNESS/ATTEST:

GUARANTOR:

FLORIDA CANNING COMPANY LLC,
a Florida Limited Liability Company

By: _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Corporate Guaranty

THIS GUARANTY AGREEMENT (“Guaranty”) is given as of _____, 2022, by **KISS KITCHENS LLC**, a Florida Limited Liability Company having an address at 15375 Blue Fish Circle, Lakewood Ranch, Florida 34202 (the “Guarantor”), to and for the benefit of **TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**, a local government agency of the City of Lake Park, Florida, with an office at 535 Park Avenue, Lake Park, Florida 33403, and its successors and assigns (collectively, the “CRA”).

RECITALS:

WHEREAS, Oceana Logistics International, Inc. having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469 (“Oceana”), 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”) (hereinafter collectively the three entities shall be referred to as the “Lake Park Group”) in connection with a certain redevelopment project, located at **1301 10th Street, Lake Park, Florida** (the development being the “Project” and the premises being the “Project Property”), Lake Park Group has requested that the CRA extend to them a Grant in the amount of **One Million Dollars (\$1,000,000.00)** (the Grant”) and;

WHEREAS, pursuant to the terms of that certain Grant Agreement Dated November __, 2022 (the “Grant Agreement”), the Grant shall be payable to the Lake Park Group in five consecutive and equal annual increments of Two Hundred Thousand Dollars (\$200,000.00) on or before November__ each year; and

WHEREAS, the Guarantor intends to be held jointly and severally liable for any amounts recoupable and, due, and owing to the CRA by the Lake Park Group, as further detailed herein, and as such, has executed this Guaranty in conjunction with those other guarantees; and

WHEREAS, the Guarantor will benefit from the Grant contemplated by this Agreement; and

WHEREAS, the CRA is willing to extend to the Lake Park Group the Grant, secured by a subordinated security interest in the Collateral. The Grant shall be subordinate to the Lake Park Group’s SBA and other federal loans and any other commercially obtained construction loan with the Bank of Belle Glade or other banking institution, or other commercial funding utilized to undertake and construct the Project (the “Construction Loans”) and the terms and conditions thereof and such fulfillment of the terms contained herein shall not supersede any of the obligations of the Lake Park Group with respect to these Construction Loans; and

NOW, THEREFORE, for and in consideration of the Grant by the CRA in accordance with the terms thereof, and the covenants of Guarantor herein contained, and intending to be legally bound hereby, Guarantor hereby covenants as follows:

1. Guarantor hereby irrevocably and unconditionally guarantees and becomes the Guarantor for the prompt and faithful performance of all of the covenants, obligations and liabilities of the Lake Park Group, its successors and assigns, under the Grant, including, but not limited to, the recoupments of all amounts due under the Grant in the event of any uncured Event of Default (as defined in the Grant), and other sums due the CRA thereunder, and also for all representations of the Lake Park

Group under the Grant. All of such obligations are incorporated herein as if restated in this Agreement.

2. Guarantor expressly consents to any extension of time, leniency, amendment, modification, waiver, forbearance, or any changes which may be made in any terms and conditions of the Grant, and no such change, modification, extension, waiver or forbearance shall release Guarantor from any liability or obligation hereby incurred or assumed.
3. It is expressly understood and accepted by the CRA that the Grant shall only become recoupable by the CRA in the event that the Lake Park Group, and/or its successors and assigns, fails to make commercially reasonable efforts to continuously operate the businesses currently known as Oceana Coffee, Kiss Kitchens or the Florida Canning Company (or any combination of them provided the Project Property is fully utilized and staffed) as well as any affiliated companies (or any successors in interest) for the betterment and economic advancement of the Lake Park Community, absent a force majeure, for ten consecutive (10) years from the date of the Development Order (the "Operating Period"), per the terms of Resolution 82-12-21 ("the Development Order") and the Grant Agreement Dated _____ (the "Grant Agreement"). If at any time during such 10-year term of operation, all of the entities comprising the Lake Park Group should cease operating its business(es) on the Property and such cessation of business not be absorbed by another member of the Lake Park Group then it shall be deemed a default (hereinafter an "Event of Default"), and it shall be in violation of the terms and conditions of the Grant Agreement, it shall be in breach of the Grant Agreement and the previously distributed installments made by the CRA that have not matured (as defined in Paragraph 5 below) shall be proportionately returned to the CRA, subject to the CRA's reasonable demand and following any applicable cure periods.
4. Pursuant to the terms of the Grant Agreement, should any or all of the entities comprising of the Lake Park Group elect to sell or transfer it's or their ownership interests in the Property to any third party during the Operating Period, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld provided that the businesses continue to be operated consistent with the Development Order and the Grant Agreement. Therefore, in the event that, with the approval of the CRA, any or all of the entities comprising the Lake Park Group sell their ownership interest to another party, said sale will not constitute an Event of Default under this Guaranty, nor shall it prompt any right of recoupment of the Grant by the CRA. Likewise, in the event Oceana Coffee continues to operate its space in the Project Property, if it shall assume and operate any additional space in place of either Kiss Kitchens or Florida Canning Company, such activity shall not be an Event of Default nor shall it prompt any right of recoupment of the Grant by the CRA.
5. Each of the five (5) Two Hundred Thousand Dollar (\$200,000.00) annual installments of the Grant that are distributed to the Lake Park Group by the CRA shall only become recoupable upon an Event of Default within five (5) years following each of the five annual distributions. By way of example, in the event that the Lake Park Group suffers an Event of Default in year six (6) of the Grant term the first installment provided to the Lake Park Group on November __, 2022 will then be over five (5) years old and thus be considered matured. As such, that first installment payment to the Lake Park Group by the CRA shall not be recoupable upon the Event of Default, but any subsequent Grant installment would be proportionately recoupable unless such Default is timely cured or such distribution has matured.
6. It is specifically understood and agreed that if an Event of Default by the Lake Park Group occurs under the Grant, then the CRA shall be entitled to commence any action or proceeding against the Guarantor, individually or collectively, or otherwise exercise any available remedies at law or in equity to enforce the provisions of this Guaranty without first commencing any action or proceeding against the Lake Park Group or any other party, or otherwise exhausting all of its

available remedies against the Lake Park Group.

7. In the event that there is an Event of Default, then and after written notice and a ninety (90) day opportunity to cure such default, an action is commenced by the CRA to enforce the provisions of this Guaranty, the CRA shall, if it prevails in such action, be entitled to recover from Guarantor the reasonable costs of such action.
8. No payment by Guarantor to the CRA during the term of this Guaranty shall entitle Guarantor, by subrogation or otherwise, to any payment from the Lake Park Group under or out of the Project Property of the Lake Park Group, except that after payment in full to the CRA of all amounts recoupable and payable by the Lake Park Group to the CRA pursuant to the Grant.
9. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Lake Park Group or any assignee in any condition, receivership, bankruptcy (including Chapter VII or Chapter XI bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Code) or other insolvency proceeding, or the rejection or disaffirmation of the Lake Park Group or any assignee in any such insolvency proceeding, and shall continue with respect to all obligations which would have accrued under the Grant absent such rejection or disaffirmation of the Grant.
10. The Guarantor acknowledges that it has a financial interest in the Lake Park Group.
11. Following the termination of this Guaranty, the CRA will, at the request of the Guarantor, execute such documents as the Guarantor may reasonably request to acknowledge that this Guaranty is terminated, and that the Guarantor has no further liability or obligations hereunder.
12. Guarantor shall from time to time, within fifteen (15) days after request by the CRA, execute, acknowledge, and deliver to the CRA a statement to be relied upon by the CRA certifying that this Guaranty is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications). Guarantor's failure to comply with this Section 12, shall be a default under this Guaranty and, in addition to any and all other remedies set forth herein, shall subject Guarantor to all of CRA's actual damages resulting from Guarantor's failure to comply with same.
13. This Guaranty shall inure to the benefit of the CRA, its heirs, personal representatives, successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of the Guarantor.
14. This Guaranty shall be governed by the laws of the State of Florida.
15. This Guaranty shall be irrevocable and shall continue notwithstanding any assignment, sublease or other transfer of the Grant or the Project Property (as defined in the Grant) or any interest therein.
16. If any term or provision, or any portion thereof, of this Guaranty, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date set forth above.

WITNESS/ATTEST:

GUARANTOR:

KISS KITCHENS LLC,
a Florida Limited Liability Company

By: _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

A close-up photograph of two white ceramic coffee cups. The cup in the foreground is in sharp focus, showing a golden-brown latte with a white leaf-shaped latte art design. The cup in the background is blurred, showing a similar golden-brown liquid. The background is a dark, out-of-focus surface.

OCEANA COFFEE™

Item 1.

A horizontal teal-colored band with a pattern of white coffee-related icons, including coffee beans, leaves, and a coffee cup. The text "THE WAY TO GOOD COFFEE" is centered in white, bold, sans-serif capital letters.

THE WAY TO GOOD COFFEE



TOP 5% OF BEANS

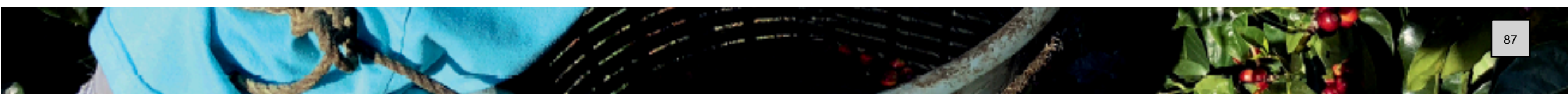
GROWN AT HIGH ALTITUDE





HAND PICKED

SUSTAINABLE, DIRECT TRADE





FRESH ROASTED
IN SMALL BATCHES





PRECISION FROM FARM TO CUP



AWARD WINNING
THE WAY TO GOOD COFFEE



United States
of America

Congressional Record

PROCEEDINGS AND DEBATES OF THE 116th CONGRESS, FIRST SESSION

Vol. 165

WASHINGTON, THURSDAY, JANUARY 10, 2019

No. 5

Senate

RECOGNIZING OCEANA COFFEE ROASTERS

Mr. RUBIO, Mr. President, I wish to recognize the first Small Business of the Week of the 116th

winner for the Golden Bean North America Award, which is the world's largest coffee roaster

CONGRESSIONAL AWARD
SMALL BUSINESS OF THE YEAR 2019

As Chairman of the Senate Committee on Small Business and Entrepreneurship, it is my pleasure to recognize Oceana Coffee Roasters as this year's

a second location... increasing e-commerce sales and direct shipments to reach approximately 100 wholesale customers. The Angeles are committed to their community



Florida Made Women Owned
Oceana Coffee is a woman owned
business that supports the community
through their Cup of Kindness program.

CERTIFIED BUSINESS
WOMAN OWNED SMALL BUSINESS ENTITY

OVER \$4,000
DONATED TO LOCAL
CHARITIES SINCE 2018



COMMUNITY MINDED
OCEANA COFFEE'S CUP OF KINDNESS



**OCEANA
COFFEE™**
the way to good coffee

**WHOLE BEAN
SINGLE ORIGIN
COFFEE**
12 OZ. BAGS GROCERY



**COLD BREW
COFFEE**
Nitrogen Infused



**K-CUPS
SINGLE ORIGIN
COFFEE** (12 Pack)



**WHOLE BEAN
SINGLE ORIGIN
COFFEE** (5 Lb. Bag)



OUR PRODUCTS

Amazon Prime

☐ prime

Department

Grocery & Gourmet Food

Roasted Coffee Beans

▾ See All 9 Departments

Avg. Customer Review

★★★★★ & Up

★★★★★ & Up

★★★★★ & Up

★★★★★ & Up

Specialty Food Type

☐ Single-Origin

International Shipping

☐ International Shipping Eligible

Condition

New

Used

amazon
primeOCEANA COFFEE Coffee Sumatra
Tana Karo Whole Bean, 12 OZ

★★★★★ ~ 12

\$18⁹⁵ (\$1.58/Ounce)

FREE Shipping

Only 13 left in stock - order soon.

Amazon's Choice

OCEANA COFFEE Coffee Mexico
Jaltenango Whole Bean, 12 OZ

★★★★★ ~ 11

\$19⁹⁵ (\$1.66/Ounce)

FREE Shipping

Only 11 left in stock - order soon.

Brazil Medium Roast - Single Origin
Whole Bean 12oz

★★★★★ ~ 6

\$18⁹⁵ (\$1.58/Ounce)

FREE Shipping

Only 15 left in stock - order soon.

Costa Rica Medium Roast Whole
Bean 12oz

★★★★★ ~ 8

\$19⁹⁵ (\$1.66/Ounce)

FREE Shipping

Only 16 left in stock - order soon.

OCEANA COFFEE Coffee Brazil Kcup,
12 CT

★★★★★ ~ 1

OCEANA COFFEE Coffee Sumatra
Kcup, 12 CT\$19⁹⁵ (\$1.66/Count)OCEANA COFFEE Coffee Guatemala
Huehuetenango Whole Bean, 12 OZ

★★★★★ ~ 5

OCEANA COFFEE Coffee Mexico
Kcup, 12 CT\$19⁹⁵ (\$1.66/Count)

AMAZON

CONSISTENT 4.5-5 STAR REVIEWS



BRAZIL

Coming from the Cerrado Region of Brazil where the rich soil and great weather give this coffee a smooth and nutty flavor with a hint of caramel.

IDEAL FOR: Drip, Espresso, Pour Over, French Press
ROAST LEVEL: Medium



COLOMBIA

Huila is home to many small sustainable family farms. This coffee is grown among the rainforest in Colombia, giving it balanced flavors of sweet citrus and grape.

IDEAL FOR: Pour Over, Drip
ROAST LEVEL: Medium



MEXICO

The colorful lifestyle of Mexico infuses these beans with an essence of chocolate and hints of cherry for a balanced and delicious cup.

IDEAL FOR: Drip, French Press, Pour Over, Cold Brew
ROAST LEVEL: Medium



DECAF

This coffee may lack caffeine but not flavor. Featuring beans with a combination of dried fruit sweetness with velvety chocolate notes that please the Caffeinated Palate

IDEAL FOR: Drip, French Press, Pour Over, Espresso
ROAST LEVEL: Medium Dark



	SRP	UNIT COST	CASE COST	PROMO	SPECIAL PRICE
BRAZIL					
COLOMBIA					
MEXICO					
DECAF					

Item 1.

GROCERY PRICING

AND PROMOTIONAL OFFERINGS



BRAZIL

Coming from the Cerrado Region of Brazil where the rich soil and great weather give this coffee a smooth and nutty flavor with a hint of caramel.



IDEAL FOR: Drip, Espresso, Pour Over, French Press
ROAST LEVEL: Medium



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The colorful lifestyle of Mexico infuses these beans with an essence of chocolate and hints of cherry for a balanced and delicious cup.



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ROAST LEVEL: Medium



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This coffee may lack caffeine but not flavor. Featuring beans with a combination of dried fruit sweetness with velvety chocolate notes that please the Caffeinated Palate



IDEAL FOR: Drip, French Press, Pour Over, Espresso
ROAST LEVEL: Medium Dark

5 LB BULK	UNIT COST	PER LB	CASE COST	COST PER CUP
BRAZIL				
COLOMBIA				
MEXICO				
DECAF				

FOOD SERVICE PRICING
5 LB BULK SIZES

HOTEL & HOSPITALITY



Canopy by Hilton

FOOD SERVICE



GROCERY & RETAIL



ALL FL. WHOLEFOODS

Earth Fare



ONGOING PARTNERSHIPS
JUST TO NAME A FEW...

Instagram

oceanacoffee [Edit Profile](#)

264 posts 12.1k followers 1,028 following

Oceana Coffee
 Award winning coffee roaster based out of South Florida 🏆
 Let us show you the way to good coffee ☕
 Tequesta, Florida
 PLEASE VOTE!
bit.ly/2Jwglwl

EVENTS

Uoc...

Cup...

Wh...

Mar...

POSTS

IGTV

SAVED

TAGGED

Oceana Coffee

Amy Home Create 18 6 Item 1

Page Inbox 7 Events Notificati... 17 Insights Publishin... More

Settings Help

Oceana Coffee
 @OceanaCoffee

Home
 Reviews
 Shop
 Events
 Posts
 Photos
 Community
 Videos
 About
 Menu
 Info and Ads
 Promote
 Manage Promotions 1

Liked Following Share

[Shop Now](#)

3,852 Total Likes 3,997 Total Follows

Invite your friends to like Oc...

[Invite](#)

[Invite](#)

[Invite](#)

[See All Friends](#)

Friends and Oceana Coffee

Scotty Angelo, Amy Duell and 271 other friends like or have visited Oceana Coffee.

[See All](#)

Friends' posts at Oceana Coffee

Linda Leathart was drinking coffee at Oceana Coffee.

21 hrs · Tequesta ·

Great catch up and Cappucino with Amy Angelo

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

Privacy · Terms · Advertising · Ad Choices · Cookies · More

Facebook © 2019

SOCIAL MEDIA STATS



reviews oceana coffee

← Rating ▾ Hours ▾ Your past visits ▾

Oceana Coffee Roasters

4.5 ★★★★★ (78) · Coffee shop

221, 1, 2722, Old Dixie Hwy

Breakfast · Fast service · Cozy



Oceana Coffee Cafe

4.7 ★★★★★ (106) · Coffee shop

150 US-1 #1

Live performances · Breakfast · Outdoor seating



Item 1.

yelp Find tacos, cheap dinner, Max's Near San Francisco, CA



Restaurants ▾ Home Services ▾ Auto Services ▾ More ▾

Oceana Coffee

Claimed

★★★★★ 70 reviews [Details](#)

\$\$ · Coffee Roasteries [Edit](#)

221 Old Dixie Hwy
Ste 1
Tequesta, FL 33469

[Get Directions](#)
(561) 401-2453
[oceanacoffee.com](#)

tripadvisor Tequesta ▾

Travel feed: Tequesta Hotels Things to do **Restaurants** Flights Vacation Rentals Vacation Packages

United States > Florida (FL) > Tequesta > Tequesta Restaurants > Oceana Coffee




Oceana Coffee

Claimed

★★★★★ 49 reviews #1 of 2 Coffee & Tea in Tequesta \$5 - \$\$\$, Cafe

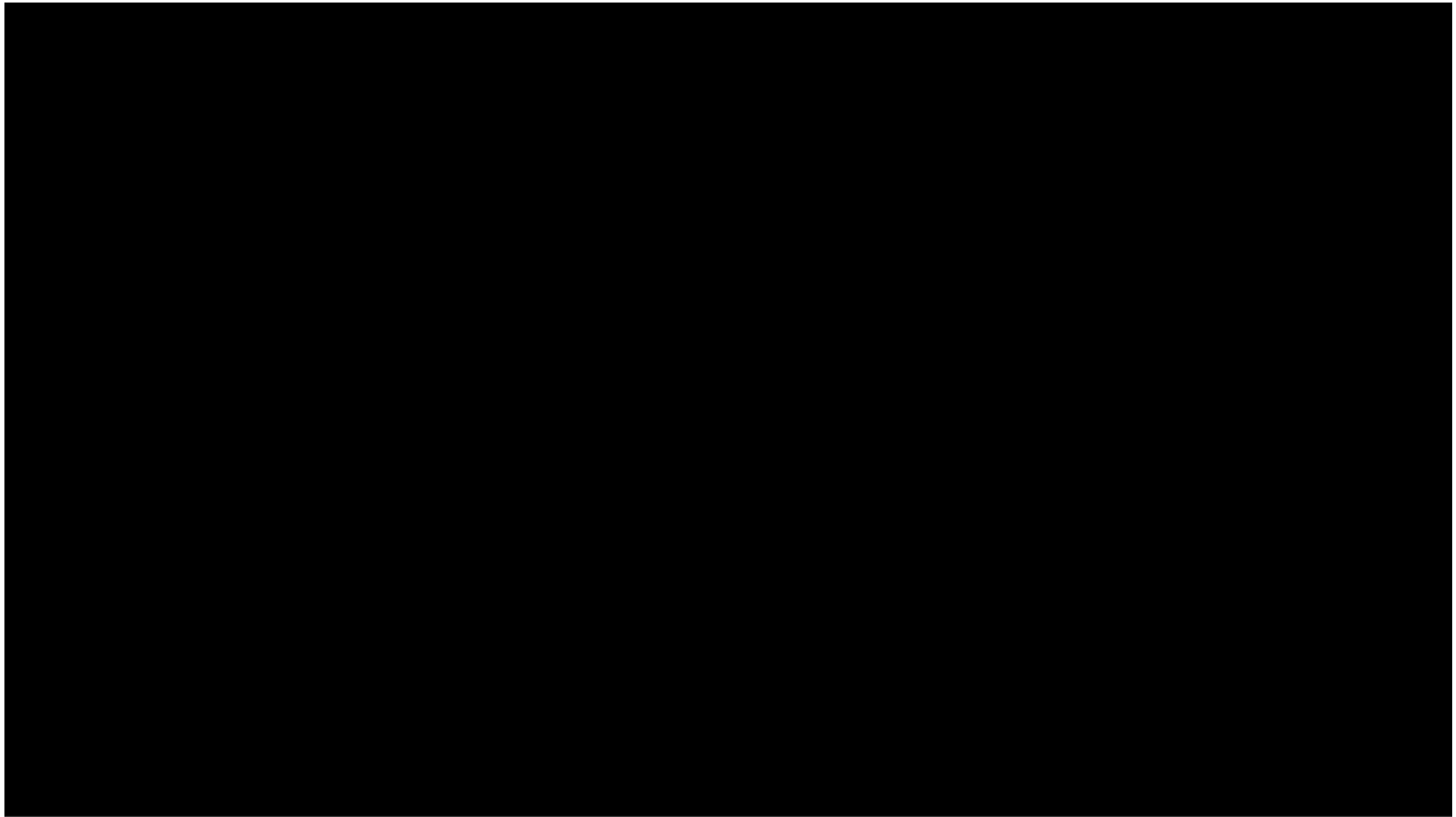
221 Old Dixie Hwy Ste 1, Suite 1, Tequesta, FL 33469-2722 +1 561-401-2453 [Website](#) [Menu](#)

Open Now: 7:00 AM - 6:00 PM

[All photos \(4\)](#)

REVIEWS



WHO IS OCEANA COFFEE?
PRESS PLAY FOR A SHORT VIDEO....

OUR AWARDS



Compak Golden Bean Competition
2015, Gold, Silver and Bronze Medal Winner



Compak Golden Bean Competition
2016 Overall Champion, Gold Medal Winner



Australian International Coffee Awards
2016 Bronze Medal Winner for 2 espresso blends

Australian International Coffee Awards
2017 Silver Medal Winner for 2 espresso blends



More About Our Wholesale Process

Oceana Coffee is a small-batch coffee roaster with a large-scale wholesale business. In 2016, we roasted over 45,000 lbs of coffee, and currently work with over 60 wholesale customers. To ensure fresh coffee, we deliver in small batches, once a week. Our customers can create a blend or select one of our seasonal favorites, and our experts will make on-site visits to help staff and customers better understand our products.



OCEANA COFFEE™

AWARD WINNING...

- 2019 Congressional Small Business Award- Senator Marco Rubio
- 2018 Runner-up Overall Champs Golden Bean North America
- 2016 Overall Champions Golden Bean North America
- 2015 Golden Bean Gold Medalist, Silver and 2 Bronze
- 2016- 2 time medal winner, Australian Coffee Awards
- 2016 Small Business of the Year, Palm Beach North Chamber
- 2014 Accepted into SWOT 224, Palm Beach chapter of SCORE
- 2017-Xcelerate Wellington Champs- Entrepreneur challenge
- 2016 Best of Palm Beach Award- Palm Beach Illustrated
- Multiple high scoring coffees with Coffee Review

It has never been easier to have an award winning coffee on supermarket shelves or in dining establishments around the country.

Item 1.

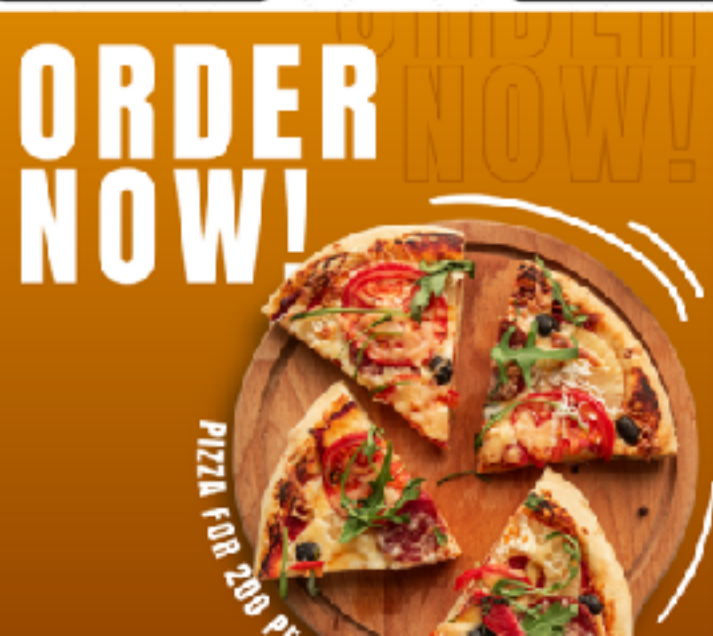
Oceana Coffee is a woman owned business born in Palm Beach County, Florida. At Oceana Coffee we are driven to source the world's best coffee beans, roast them to perfection, and put them on the world stage of coffee at competitions around the globe. Our Brazil, Colombia, and Mexico are real crowd pleasers and all very popular with our customers. We are also recommending a decaf because there seems to be a lack or great award winning decafs available. Our decaf wins us consistent medals in every competition we enter it into and the population that needs a decaffeinated coffee deserves a great one!



SUMMARY

Introducing

Commercial Kitchens



Commercial kitchens are great for Communities...

Commercial kitchens offer a space for all types of food businesses to get started or scale their existing business.



Commercial kitchens...

ARE NOT COMMUNITY KITCHENS

Community kitchens are great but very different to a commercial kitchen facility.

The great thing about this facility is several non-profit groups could operate out of this commercial kitchen to fulfill the needs of their locals in need at a much lower cost than owning their own facility potentially.





Kitchen Layout

Proposed Plans

14 x Micro Kitchens=14 businesses & a minimum of 28 jobs

3 x Larger shared kitchen facilities = 40-75 businesses using the facility based on on hourly membership basis. Minimum of 2 jobs per business = 80-150 jobs

Education Opportunities

Culinary education:

Cooking classes

Nutritional education

Business education:

-Marketing

-Small Business management

-Cost analysis & Business plan support

-Short term labor solutions

Valuable local partnerships with:

-SCORE

-Department of Economic Opportunity- Palm Beach County

-Tourism & Development





A Taste of Palm Beach County

This site also offers the unique opportunity for tenants and members of the commercial kitchens to showcase their products and offer them for sale in a grab and go set up or a curbside pick up option.





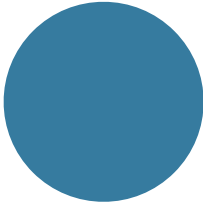
Commercial kitchens offer a space to incubate new business.



Commercial kitchens allow for scalability for exiting businesses.



Commercial kitchens create jobs!



Commercial kitchens are geared to grow with technology and the needs of future food businesses.



FLORIDA CANNING CO. LLC



Business Plan

Prepared for: Lake Park CRA Board

Prepared by: Amy Angelo

November 8, 2022

TABLE OF CONTENTS

BUSINESS PLAN	1
EXECUTIVE SUMMARY	3
PRODUCT DESCRIPTIONS	4
MARKET ANALYSIS	5
TARGET MARKET	7
LARGE BEVERAGE MANUFACTURERS	8
ASSUMPTIONS	10
PRO FORMA	11

EXECUTIVE SUMMARY

Objective

Florida Canning Co. LLC will be the premier and only permanent canning facility in Palm Beach County. With our new state of the art permanent facility we will be able to support a growing craft beverage movement that is sweeping the nation and growing quickly here in Palm Beach County. This facility will support many businesses that are already established in South Florida to scale their existing business models and expand their product offerings. The availability for this canning line to support other beverage manufacturers will help expand this market here in Palm Beach County with new businesses starting and expanding to the area.

Mission

Florida Canning will be an all in one solution for beverage companies looking to safely prepare their beverages in a can at scale.

Process

Beverages can be transported to the facility ready to can. White label production of cold brew coffee, nitro tea, and various flavored and carbonated waters can be prepared in house for a complete white label canning solution. Coffee roasters can have their own coffee made into cold brew using their coffee and specified recipes. Alternatively coffee can be sourced from local, award winning coffee roaster Oceana Coffee, to make cold brew or canned coffee beverages.

Services offered

Canned specialty beverages, logistics, white labeling, contract canning, and distribution.

PRODUCT DESCRIPTIONS

COLD BREW COFFEE

Ready to drink cold brew coffee

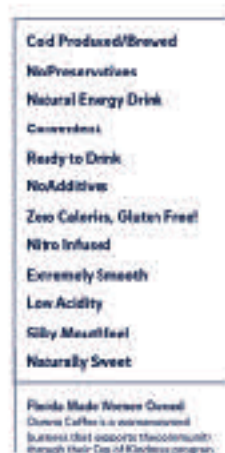


BEER & WINE

With the growth of the craft beer scene here in South Florida there are many breweries using a mobile canning company which is expensive and labor intensive. Florida Canning Co. will offer a more cost effective approach with a full service model to assist in the canning process and ultimately distribution of the products and cold storage.

CRAFT COCKTAILS

With many distilleries emerging and the pandemic limiting the availability to visit a bar, the craft canned cocktail is primed to be a huge success. These beverages will be available for home delivery through local liquor stores and online delivery services.



TEA AND OTHER INNOVATIVE BEVERAGES

Oceana Coffee will utilize the canning line for nitro tea and canned turmeric and chai lattes.

CANNED WATER

Canned water and flavored sparkling waters represent a global market value of \$24 Billion. The continued growth of this market year over year is a promising area for the company to distribute their own canned water products

MARKET ANALYSIS

The beverage industry has seen a rise in the variety of canned beverages available globally. Beverage Cans Market size is estimated to reach \$17.24bn by 2025, growing at a CAGR of 4.9%. The increased demand for beverages to be stored at low temperatures is driving the usage of canned beverages as they help in storing the drinks at low temperatures retaining flavor profiles and freshness. The rise in health concerns among people wishing to avoid plastic containers as they are harmful and non-bio-degradable is driving the usage of beverage cans market during the forecast period 2020-2025.

The global cold brew coffee market size was valued at USD 339.7 million in 2018 and is expected to register a CAGR of 25.1% from 2019 to 2025.



Non-espresso-based gourmet coffee consumption is trending up, driven by cold brew coffee

**This data is sourced from the NCA (National Coffee Association USA) 2020 National Coffee Data Trends*

In 2017, a new coffee segment was added to the NCDT study: non-espresso-based beverages. This recognized the emergence of gourmet coffee-based beverages that are not necessarily espresso-based. Included in this segment are frozen blended coffee, cold brew coffee (not traditional iced coffee -made by steeping coffee in cold water for several hours) and nitro coffee (sometimes called draft) –iced or cold brew coffee infused with nitrogen. In 2020, past-day penetration of this segment is 12%, a 2-point increase vs. 2017.

Within the NEBB segment, cold brew coffee consumption sees the most noticeable growth. Compared to 2016, past-week cold brew consumption has increased by 5 points, from 8% to 13%. The other types of NEBB, including frozen blended and nitro coffee, have remained stable in the last 5 years, now sitting at 14% for frozen blended coffee and 5% for nitro coffee.

Similar to 2019, the NEBB segment skews younger (aged under 40). By ethnicity, consumption of NEBB is driven by Hispanic- and Asian-Americans, same as EBB.



COMPETITION

Competition in the canning space in South Florida

PROPRIETARY RESEARCH -This mobile canning operation has over 50 locations nationwide. Most of them are mobile units which visit breweries and roasteries to can their beverages on site. There is currently one unit that services South Florida, they are operating 7 days a week and visit multiple sites per day to service the craft beverage market here in South Florida. The process is expensive and requires involvement from the brewery or coffee roaster to assist in the process of taking the cans off the line. The minimum run is 1 pallet of canned beverage or 14 barrels of liquid product (31 gallons= 1 barrel)

There are two other large canning operations in Florida, one in Tampa and Miami with large minimums

TARGET MARKET

CUSTOMERS

Our customers will include beverage companies looking to create canned specialty beverages. Craft beverage companies are booming in south florida. With many breweries and distilleries still opening and a growing number of coffee roasting companies starting there is an excellent customer base to work from here in Palm Beach County as a central point of distribution for the state of Florida and the South East.

As a start-up this list contains current relationships that have needs for utilizing a canning line and will become customers.

COFFEE COMPANIES

Oceana Coffee

Oceana Coffee had been canning their own product with a co-packer in New Mexico and shipping to Florida. A relationship with Florida Canning Co. LLC will allow Oceana Coffee to scale their existing ready to drink (RTD) business and help them secure shelf space in local and national grocery chains.

NDA PROTECTED CUSTOMER

----- utilized the same canning facility in New Mexico and now finds themselves without a partner to continue their growth.

NDA PROTECTED CUSTOMER

---Coffee is a long time established award winning roaster in ---- looking to get started with their award winning coffee in a ready to drink format.

NDA PROTECTED CUSTOMER

----- is located in Brooklyn, NY and has a large scale coffee business backing them with roots in Australia and worldwide with ----- coffee and tea. They are looking to get started in the RTD market.

NDA PROTECTED CUSTOMER

-----owns several specialty coffee shops in the Caribbean, as well as having ties with some resorts and casinos throughout the Caribbean where they distribute their fresh roasted coffee. A RTD product will enhance their product line and allow for further growth in the islands.

Customers continued....

NDA PROTECTED CUSTOMER

——— is currently using a mobile canning solution that is not effective for scaling their presence in the South Florida market and beyond. A relationship with Florida Canning Co. Will bring down their cost of goods and allow them to scale their business.

LARGE BEVERAGE MANUFACTURERS

Long time established company in the alternative milk space-NDA in place

Due to an NDA in place we cannot disclose the name of this business. This company is a long time established milk company with a strong foothold in the alternative milk space. They will be looking to can oat milk lattes for National Distribution.

MANAGEMENT SUMMARY

Scott Angelo will be the head brewer and operations manager of the canning line at Florida Canning Co. He is an award winning, specialty coffee roaster with past careers in Project Management and in Marine Engineering. Processes and systems are his specialty and passion (after coffee of course!). Scott oversees all of the roasting and production of the coffee, quality control, buying of green coffee, research and development of new products, packaging design and procurement, technical service for all coffee machines and production facility equipment, and also controls the Wholesale Logistics division and roaster training at Oceana Coffee. Being the talented roaster that he is, Scott can consistently produce high quality coffee of the highest caliber, and lead a team of people to provide the highest level of service when it comes to repair and maintenance of machines in the field. Scott is a Q grader, and holds multiple certifications with the SCA (Specialty Coffee Association). Scott has been the head judge for Golden Bean North America since 2017 and Golden Bean Australia for 2018 & 2019.

ASSUMPTIONS

First year will experience conservative growth with a modest list of existing customers and new customers waiting to launch a new product line in a can.

100% growth in year 2 with a sales team in place and new larger customers coming on line.

Assumptions:

Monthly Sales are based on the following units of measure:

Cans per case

Cases per pallet

Cans per pallet

Hours required to make a pallet

Sales Price per can

\$

Sales Price per case

\$

Sales Price per pallet

\$

Capacity of the canning line....

PRO FORMA

FINANCIALS

Financials

First year cash flow and 5 years of projections are attached.

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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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 13, 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 Lake Park Group, and/or its successors and assigns shall continuously operate during normal business hours each week of each year during the term Oceana, Kiss Kitchens and Florida Canning Company businesses, 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

OCEANA LOGISTICS INTERNATIONAL, INC.

By: _____
Amy Angelo, President

KISS KITCHENS LLC

By: _____
Charles Schorr Lesnick, AMBR

Florida Canning Company, LLC

By: _____
Richard Kooris, AMBR

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