

CONTINUING GUARANTY

FOR VALUABLE CONSIDERATION, the undersigned (hereinafter the "Guarantor"), for himself or herself, his or her heirs, personal representatives, successors and assigns unconditionally guarantees to the Community Redevelopment Agency of the City of Orlando, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), and its successors, endorsees and/or assigns, the performance and obligations of **Little Kings and Queens Learning Center, LLC**, (hereinafter referred to as the "Business") arising under the Minority/women Entrepreneur Business Assistance (MEBA) Program Funding Agreement (hereinafter referred to as the "Agreement"), including but not limited to indebtedness associated with repayment of MEBA program funds in the event of a default.

The obligations hereunder are joint and several and independent of the obligations of Business, and a separate action or actions may be brought and prosecuted against the Guarantor, or either of them, whether or not action is brought against Business; Business may be joined in any such action or actions. If separate guarantees of the Business's performance and obligations under the Agreement to the CRA are executed by other guarantors, the obligations of the Guarantor hereunder shall be joint and several guarantees.

Guarantor authorizes CRA, without notice or demand, and without affecting liability of Guarantor hereunder, from time to time and on any number of occasions, to (a) renew, amend, compromise, extend, accelerate, reinstate, or otherwise change the time for repayment of funds disbursed under the Agreement or any part thereof; (b) take and hold security for the indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as CRA in its discretion may determine; and (d) release or substitute any one or more of the endorsers or guarantors. Guarantor acknowledges and agrees that no act or omission of any kind by CRA, including, but not limited to, the failure to take or perfect a security interest in any security for the indebtedness guaranteed, shall affect or impair this Continuing Guaranty, and the CRA shall have no duties with respect thereof to Guarantor. CRA may without notice assign this Continuing Guaranty in whole or in part at any time.

Guarantor waives any right to require CRA to proceed against Business; proceed against or exhaust any security held from Business; or pursue any other remedy whatsoever available to the CRA. Guarantor waives any defense of Business. Until all of the Business's indebtedness to CRA shall have been paid in full, Guarantor shall have no right of subrogating, and shall waive any right to enforce any remedy that CRA now has or may hereafter have against Business, and shall waive any benefit of, and any right to participate in, any security now or hereafter held by CRA. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, and notices of acceptance of this Continuing Guaranty and of the existence, creation, or incurring of new or additional indebtedness. Guarantor covenants to cause Business to maintain and preserve the enforceability of any instruments now or hereafter executed in favor of the CRA and to take no action of any kind that might be the basis for a claim that the Guarantor has any defense hereunder based upon any such action or inaction of the Business.

Guarantor waives any right or claim of right to cause a marshalling of the Business's assets. No delay on the part of the CRA in the exercise of any right, power, or privilege under the documentation with the Business or under this Continuing Guaranty shall operate as a waiver of any such privilege, power or right.

In addition to all liens upon, and rights of set-offs against, the money, securities, or other property of Guarantor given to the CRA by law, Guarantor agrees that the CRA shall have a lien upon, and a right to set-off against, all money, securities, and other property of Guarantor now or hereafter in possession of CRA without demand upon or notice to Guarantor. No lien or right to set-off shall be deemed to have been waived by any act or conduct on the part of the CRA, or by any neglect to exercise such right, and such set-off and lien shall continue in full force and effect until such right of set-off or lien is specifically waived or released by an instrument in writing executed by CRA.

Guarantor acknowledges that any indebtedness of Business now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Business to the CRA; and such indebtedness of Business to Guarantor, if CRA so requests, shall be collected, enforced and received by Guarantor as trustees for the CRA and be paid over to the CRA on account of the indebtedness of Business to the CRA, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Continuing Guaranty.

Guarantor agrees to pay reasonable attorneys' fees (including appellate fees) and all other costs and expenses that may be incurred or expended by CRA in the enforcement of the Business's obligation and of this Continuing Guaranty, whether suit be brought or not.

Upon default of the Business in any of its obligations or liabilities to the CRA under the Agreement, or if Business or Guarantor shall become insolvent or make an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Business or Guarantor, or if there is an appointment of a receiver for Business or Guarantor or its property, or if a judgment is obtained or writ of attachment issued against Business or Guarantor, Guarantor agrees all or any part of the obligations and liabilities of the Business and of the Guarantor to the CRA, whether direct or contingent, and of every kind or description, shall, without notice or demand, at the option of the CRA, become immediately due and payable and shall be paid forthwith by the Guarantor.

Notwithstanding any provision herein or in any instrument now or hereafter evidencing said indebtedness, the total liability for payments in the nature of interest shall not exceed the limits imposed from time to time by applicable usury laws. This Continuing Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation among the parties shall be the courts of Orange County, Florida. Wherever possible each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty or application thereof shall be prohibited by or be invalid under such law, such provision or application (as the case may be) shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or other applications or the remaining provisions of this Guaranty.

Any notices given to Guarantor or CRA shall be given in the manner and to the respective addresses set forth in the Agreement. This Guaranty shall not be modified except by a writing signed by the parties hereto.

Guarantor acknowledges that the CRA has been induced by this Continuing Guaranty to grant MEBA program funds to the Business, and that CRA would not have granted said funds without this Continuing Guaranty. This Guaranty may without further reference or assignment, pass to, and may be relied upon and enforced by, any successor or participant or assignee of the CRA.

Guarantor hereby acknowledges receipt of a copy of the Agreement and acknowledges that he/she fully understands all terms and provisions thereof, as well as this Guaranty.

IN WITNESS WHEREOF, the undersigned have hereto set their hand and seal this ____ day of _____ 2015.

Signed, sealed and delivered
in the presence of:

GUARANTOR:

Print Name: _____

MEBA Program Manager

Assistant City Attorney for the
City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____ 2015, by _____, who [] is personally known to me or [] who have produced their Florida driver's license as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____