

GUARANTY OF COMPLETION

This GUARANTY OF COMPLETION (this "Guaranty") is executed as of the 14th day of October, 2024, by **MARCELO D. ARAMENDI**, an individual, having an address at 2199 Ponce de Leon Blvd., Suite 301, Coral Gables, FL 33134 ("Guarantor") in favor of OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST, a public trust (the "Trust").

RECITALS:

The Trust and Infini Living 1, LLC ("Developer") have heretofore entered into that certain 520 W. Main Street Project Economic Development Agreement approved by the Trust on November 21, 2023 (as amended, the "Development Agreement"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Development Agreement.

The Trust requires Guarantor to guarantee completion of the Project.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust and Developer do hereby amend the Development Agreement as follows:

NOW, THEREFORE, in consideration of the Development Incentive and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty of Completion.** Guarantor absolutely and unconditionally guarantees to the Trust the full and timely construction of the Project in strict accordance with the provisions of the Development Agreement and the corresponding scope of work on or before the Project Completion Deadline. It is understood and agreed that this Guaranty is a guaranty of performance and payment and not of collection. It is expressly understood and agreed that this Guaranty is a continuing guaranty, and that the obligations of Guarantor hereunder are and shall be absolute and unconditional under any and all circumstances, without regard to the validity, regularity or enforceability of the Development Agreement. Guarantor, by execution hereof, acknowledges receipt of a true copy of the Development Agreement.

2. **Waivers.** The obligations, covenants, agreements and duties of Guarantor under this Guaranty shall in no way be affected or impaired by reason of the occurrence from time to time of any of the following with respect to the Project or the Development Agreement: (i) the waiver of the performance or observance by Developer of any agreement, covenant, term or condition to be performed or observed by it; (ii) any failure, omission, delay or lack on the part of the Trust or any other person to enforce, assert or exercise any right, power or remedy conferred on the Trust or any action on the Trust's part granting indulgence or extension in any form; (iii) the release of Developer from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Development Agreement; whether by operation of law or otherwise; or (iv) the exercise of any rights or remedies under the Development Agreement. Notice of acceptance of this Guaranty, presentment, demand for payment, protest, notice of default or nonpayment, notice of dishonor, notice of protest, and all other notices and demands are hereby waived by Guarantor. Guarantor hereby waives, to the extent permitted by law, any and all legal requirements that the Trust institute any action or proceeding at law or in equity against Developer or any other person or exhaust its remedies against Developer or any other person in respect of the Development Agreement as a condition precedent to bringing an action or proceeding against Guarantor under this Guaranty.

3. **General Provisions.** This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of Oklahoma. All guarantees, indemnities, covenants, warranties, representations and agreements contained in this Guaranty shall bind the heirs, personal representatives, successors and assigns of Guarantor and shall inure to the benefit of the Trust its successors and assigns. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Development Agreement, provided that the address of Guarantor shall be as set forth in the preamble to this Guaranty. This Guaranty represents the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by a writing duly executed by the party to be charged. In the event that any provision of this Guaranty or the application thereof to Guarantor or any circumstance in any jurisdiction governing this Guaranty shall, to any extent, be invalid or unenforceable under any applicable statute, regulation, or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Guaranty and the application of any such invalid or unenforceable provision to parties, jurisdictions, or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Guaranty.

(Signature Page Follows)

SIGNATURE PAGE TO COMPLETION GUARANTY

GUARANTOR

MARCELO D. ARAMENDI