

## Guaranty Agreement

July 31, 2024

The undersigned (each, a “**Guarantor**”) in consideration of, and in order to induce **RUBICON INDUSTRIES USA, LLC**, a Delaware limited liability company (“**Landlord**”) to enter into the attached Lease Agreement with **PALMETTO TRI-VENTURE** a general partnership (“**Tenant**”) (the “**Lease**”), do each hereby jointly and severally unconditionally guarantee the payment of rent and the performance of all obligations expressed as to be performed by Tenant under the terms and provisions of the Lease, including payment of damages for any breach of the Lease (collectively the “**Lease Obligations**”). Each Guarantor’s obligation under this Guaranty shall extend through the Lease Term, and any renewals or extensions thereof, and shall be binding upon Guarantor’s heirs, successors and assigns.

Whether or not any existing relationship between the Guarantor and Tenant has been changed or ended and whether or not this Guaranty has been revoked, Landlord may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Lease Obligations, without any consent or approval by Guarantor and without any notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Landlord is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty): (i) any one or more extensions or renewals of the Lease Obligations (whether or not for longer than the original period), (ii) any expansion of the Premises, (iii) any amendment or modification of the Lease or the contractual terms applicable to the Lease Obligations, (iv) any assignment of the Tenant’s rights under the Lease (whether or not by the initial Tenant named above or any assignee of such Tenant’s rights) or any sublease of the Premises demised under the Lease, (v) any waiver or indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Lease Obligations, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any other person liable in respect of any of the Lease Obligations; (vi) the assertion by Landlord of any right or remedy available under the Lease, including without limitation the termination thereof, (vii) any full or partial release of, settlement with, or agreement not to sue, Tenant or any other guarantor or other person liable in respect of any of the Lease Obligations; or (viii) any release or discharge of Tenant in any creditors’, receivership, bankruptcy or other proceeding; the impairment, limitation or modification of any liability of Tenant or remedy against Tenant in any such proceeding; or the rejection, disaffirmance, disallowance or the like of the Lease or this Guaranty in any such proceeding.

Each Guarantor hereby waives notice of acceptance hereof, or any action taken or omitted in reliance hereof, or of any default of Tenant under the Lease. Guarantor hereby further waives any requirement that Landlord first exhaust or pursue Landlord’s remedies available under the Lease or any other guaranty or security for Tenant’s obligations under the Lease before Landlord proceeds directly, and recovers, against the Guarantor.

Each Guarantor agrees for himself, herself or itself that he, she or it will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to such Guarantor against any person liable for payment of the Lease Obligations, or as to any collateral

security therefor, unless and until all of the Lease Obligations shall have been fully paid and discharged.

In addition to the Lease Obligations, each Guarantor jointly and severally and unconditionally agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with the protection, defense or enforcement of this Guaranty.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Guaranty Agreement as of the day and year first above written.

**GUARANTOR:**

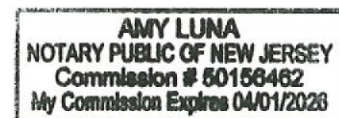
**TURNER CONSTRUCTION  
COMPANY,**  
a New York corporation

By:   
Print name: Daniel Fine  
Title: Vice President & General Manager

STATE OF New Jersey )  
 )  
COUNTY OF Somerset ) ss.:

The foregoing instrument was executed and acknowledged before me this 12 day of August, 2024, by Daniel Fine, an individual resident of the State of New Jersey, who is personally known to me.

Print Name: Amy Luna  
Notary Public for New Jersey  
My Commission Expires: 04/01/2026



**GUARANTOR:**

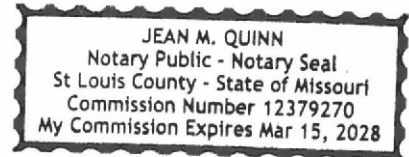
**TW CONSTRUCTORS, LLC,**  
a South Carolina limited liability company

By: [Signature]  
Print name: Todd Weaver  
Title: CEO

STATE OF Missouri )  
 )  
COUNTY OF St. Louis ) SS.:

The foregoing instrument was executed and acknowledged before me this 7 day of Aug., 2024, by Todd Weaver, an individual resident of the State of Missouri, who is personally known to me.

[Signature]  
Print Name: Jean Quinn  
Notary Public for Missouri  
My Commission Expires: March 15, 2028



**GUARANTOR:**

**UJAMAA CONSTRUCTION INC.,**  
a \_\_\_\_\_ corporation

By: [Signature]  
Print name: Todd O. Pressley  
Title: PRINCIPAL / EXECUTIVE VICE PRESIDENT

STATE OF Georgia )  
COUNTY OF Clayton )

SS.:

The foregoing instrument was executed and acknowledged before me this 5 day of August, 2024, by Todd Pressley, an individual resident of the State of Georgia, who is personally known to me.

[Signature]  
Print Name: Tamberly Wynn  
Notary Public for  
My Commission Expires: 1-8-2026  

TAMBERLY WYNN

Notary Public - State of Georgia

DeKalb County

My Commission Expires Jan 8, 2026