

ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (“**Agreement**”) is made as of **October 28, 2025** by **TRIPLE J AND E INVESTMENTS, a Florida Limited Liability Company** (“**Borrower**”), and **Jaime Naranjo** (“**Guarantor**”) in favor of **Vontive, Inc.**, a Delaware corporation, its successors and assigns (“**Lender**”). Borrower and each Guarantor are, jointly and severally, referred to individually as an “**Obligor**” and collectively as the “**Obligors**.” This Agreement is made and given by the Obligors as a condition to, and to induce Lender to make the loan (the “**Loan**”) evidenced by that certain Promissory Note given by Borrower and payable to the order of Lender, in the maximum principal amount of **One million, two hundred three thousand, seven hundred fifty and 00/100 Dollars (\$1,203,750.00)** (as amended, restated or otherwise modified from time to time, the “**Note**”). By their execution below, each Obligor acknowledges that the Obligor has received or will receive substantial economic and other benefits from the Loan made by Lender to Borrower, and Lender is unwilling to make the Loan but for the Obligor’s agreement to be bound by the terms and conditions outlined below. The Loan is secured by, among other things, a **Mortgage** (as amended, restated or otherwise modified from time to time, the “**Security Instrument**”) dated concurrently with this Agreement, encumbering the real and personal property as described in the Security Instrument (collectively, in this Agreement, called the “**Property**”). The term “**Loan Documents**,” as used in this Agreement, will have the same meaning as established in the Note.

1. **Definitions.** As used in this Agreement:

(a) “**De Minimis Amounts**” means those minimal quantities of substances that are or could be considered Hazardous Materials and that are: (i) substances of the type and quantity normally used in connection with the use of the Property; (ii) held, stored, released, and used on the Property (and disposed of) in complete and strict compliance with all applicable Environmental Requirements and all manufacturer’s instructions; and (iii) not a nuisance, danger, or health risk to any Occupant of the Property under any Environmental Requirement.

(b) “**Environmental Assessment**” means a report (including all drafts) of an environmental assessment of the Property of the scope (including but not limited to the taking of soil borings and air and groundwater samples and other above-ground and belowground testing) as Lender may request, as and when permitted under this Agreement, by a consulting firm acceptable to Lender in its commercially reasonable discretion and made in accordance with Lender’s established guidelines (or, if Lender has no established guidelines, in accordance with customary industry standards for the issuance of an environmental site assessment and subsequent testing, including, as of the date hereof, ASTM E152713, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*).

(c) “**Environmental Authority**” means any local, state, or federal agency, department, authority, board, commission, or similar instrumentality charged with

enforcing, administering, investigating, monitoring, licensing, or otherwise dealing with any Environmental Requirement.

(d) **“Environmental Claim”** means any investigative, enforcement, cleanup, removal, containment, remedial, or other private, governmental, or regulatory action that is threatened, instituted, or completed pursuant to any applicable Environmental Requirement against any Obligor or with respect to the Property or any condition, use, release, or activity on the Property during the time this Agreement remains in effect and enforceable, including any claim at any time threatened, instituted, or made by any person against Lender or any Obligor with respect to the Property or any condition, use, release, or activity on the Property relating to damage, contribution, cost recovery, compensation, loss, or injury arising out of any Hazardous Material or any Environmental Requirement with respect to the Property or any condition, use, release, or activity on the Property.

(e) **“Environmental Damages”** means all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), liabilities, causes of action, suits, proceedings, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories), of any and every kind or character (contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable) that are made, incurred, suffered, brought, or imposed at any time and from time to time (whether or not a lawsuit has been commenced and whether before or after judgment and that arises directly or indirectly in whole or in part) from each or any of the following: (i) the presence of any Hazardous Material on the Property, or any escape, seepage, leakage, spillage, emission, release, discharge, or disposal of any Hazardous Material on or from the Property, or the migration or release or threatened migration or release of any Hazardous Material to, from or through the Property; (ii) any act, omission, event, or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, cleanup, transport, or disposal of any Hazardous Material that is at any time present on the Property; (iii) the breach of any representation, warranty, covenant, or agreement contained in this Agreement; (iv) any violation of any Environmental Requirement applicable to the Property, regardless of whether any act, omission, event, or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of the act, omission, event, or circumstance; and (v) any Environmental Claim, or the filing or imposition of any environmental lien against the Property, because of, resulting from, in connection with, or arising out of any of the preceding matters, regardless of whether caused by any Obligor, any prior owner of the Property, any current or prior Occupant, or any other third party. By way of example, but not limitation, Environmental Damages include: (I) injury or damage to any person, property, or natural resource occurring on or off of the Property, including but not limited to the cost of demolition and rebuilding of any improvements on real property, in each case related to an environmental condition on or affecting the Property; (II) the investigation or remediation of any Hazardous Material or violation of any Environmental Requirement, including but not limited to the preparation of any

feasibility studies or reports and the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, monitoring, or similar work required by any Environmental Requirement or necessary to have full use and benefit of the Property as contemplated by the Loan Documents (including any of the same in connection with any foreclosure action or transfer in lieu of foreclosure); (III) all liability to pay or indemnify any person or governmental authority for costs expended in connection with any of the foregoing; (IV) the investigation and defense of any claim related to the Environmental Claim, whether or not the claim is ultimately defeated; (V) the settlement of any claim or judgment; or (VI) amounts advanced by Lender in an attempt to cure, remedy, or correct any of the foregoing.

(f) **“Environmental Law”** means any federal, state, or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, that pertains to the use or operation of the Property or to health, safety, or the environment (including but not limited to Hazardous Materials or ground, air, water, or noise pollution or contamination, and further including underground or aboveground tanks) and will include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (“**CERCLA**”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or in the future promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(g) **“Environmental Requirement”** means any cleanup or remediation order or decree issued by any Environmental Authority with respect to the Property, any requirement of any Environmental Law related to the Property, operations and maintenance plan with respect to the Property, environmental agreement related to the Property, or environmental restriction related to the Property, including but not limited to any condition or requirement imposed by any insurance or surety company, as may now exist or may be changed or amended or come into effect in the future, pertaining to health and safety of the Property or its Occupants, any Hazardous Material, or the environment.

(h) **“Hazardous Material”** means any substance, whether solid, liquid or gaseous, that: (i) is listed, defined, or regulated as a “hazardous substance”, “hazardous waste” or “solid waste”, or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Requirement; (ii) contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or (iii) causes or poses a threat to cause a

contamination or nuisance on the Property or any adjacent property or a hazard to the environment or to the health or safety of persons on the Property.

(i) **“Occupant”** means all licensees, invitees, tenants, subtenants, users, occupants, and other persons using the Property with express or implied consent.

(j) **“On” or “on”**, when used with respect to the Property or any property adjacent to the Property, means “on, in, under, above, or about.”

(k) **“Release” or “release”** means, where the context requires, any release, deposit, discharge, emission, leaking, spill, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, or disposing of Hazardous Materials on the Property or into the environment, including the abandonment of barrels or other open or closed receptacles containing Hazardous Materials.

(l) **“To the best of Obligor’s knowledge”** or any similar phrase will mean the respective Obligor’s knowledge after due inquiry and investigation in accordance with good commercial and customary practices typical of sophisticated commercial owners or buyers of residential real estate in the United States to determine whether any contamination or environmental condition is present on the Property or associated with any prior or current use of the Property.

2. **Representations and Warranties.** Except for those environmental conditions (if any) fully disclosed in writing to Lender, each Obligor represents and warrants to Lender, without regard to whether Lender has or in the future obtains any knowledge of an environmental condition of the Property, as follows:

(a) At all times that Borrower owned the Property, and, to the best of Obligors’ knowledge with respect to all other prior times, neither the Property nor any adjacent property has ever been used for industrial or manufacturing purposes, for landfill, dumping, or other waste disposal activities or operations or for the generation, storage, use, sale, treatment, processing, recycling, or disposal of any Hazardous Material (except for De Minimis Amounts used and stored on the Property in accordance with this Agreement), for underground or aboveground storage tanks, or for any other use that could give rise to the release of any Hazardous Material on the Property;

(b) No Hazardous Material (except for those present in De Minimis Amounts), underground or aboveground storage tank (or similar vessel), sump, or well is currently on the Property;

(c) There is no Environmental Claim or any completed, pending, proposed, or threatened investigation or inquiry concerning the presence or release of any Hazardous Material on the Property or, to the best of Obligor’s knowledge, any adjacent property concerning whether any condition, use, or activity on the Property or any adjacent property is in violation of any Environmental Requirement;

(d) The present conditions, uses, and activities on the Property do not violate any Environmental Requirement, and the use that Obligor and each Occupant make of the Property complies with all applicable Environmental Requirements;

(e) The Property has never appeared on the Environmental Protection Agency's National Priorities List, any federal or state "superfund" or "superlien" list, or any other list or database of properties maintained by any Environmental Authority showing properties that are known to contain or that are suspected of containing a Hazardous Material;

(f) Obligor has never applied for and been denied environmental impairment liability insurance coverage relating to the Property;

(g) Neither the Obligor nor, to the best of Obligor's knowledge, any Occupants of the Property have obtained or are required to obtain any environmental permit or authorization to construct, occupy, operate, use, or conduct any activity on any of the Property by reason of any Environmental Requirement;

(h) As to any environmental conditions fully disclosed in writing to Lender, Obligor represents and warrants that such disclosed environmental conditions do not constitute a danger to the health and safety of any Occupants of the Property; and

(i) Each Obligor has fully and accurately delivered to Lender all information known to the Obligor that bears upon the environmental condition of the Property and the presence of any Hazardous Material on the Property.

Each of the representations and warranties above are made by Obligor as of the date hereof and will constitute ongoing representations and warranties of Obligor for the term of the Loan.

3. **Affirmative and Negative Covenants.** Without limitation of any other covenants and agreements of Obligor established elsewhere in this Agreement, each Obligor covenants to Lender that Obligor will do each of the following:

(a) Provide prompt written notice if Obligor discovers a breach, untruth, or incompleteness of any of the representations and warranties made under Section 2 above as of, or at any time after, the date hereof.

(b) Not use the Property for (or permit the Property to be used for): (i) industrial or manufacturing purposes; (ii) a landfill, dump, or waste disposal operation for Hazardous Materials; or (iii) generating, storing, using, selling, treating, processing, recycling, or disposing of any Hazardous Material (except for De Minimis Amounts used and stored in accordance with this Agreement);

(c) Not install any underground or above-ground storage tank for the storage of Hazardous Materials without Lender's prior written consent and, then, only in accordance with all Environmental Requirements;

(d) Provide prompt written notice to Lender if any Environmental Claim arises with respect to any Obligor or any Occupant on the Property;

(e) Limit the use of the Property and activities on the Property by all Obligors and Occupants to those that fully comply with all Environmental Requirements; and

(f) Use its commercially reasonable efforts to cause all Occupants to use the Property in full compliance with all Environmental Requirements.

4. **Permitted and Unpermitted Activities.** Obligors will not cause, commit, permit, or allow to continue: (i) any violation of any Environmental Requirement by or with respect to the Property or any use of or condition or activity on the Property; or (ii) the attachment of any environmental lien to the Property. Obligors and their Occupants are permitted to store and use (in connection with the Property) De Minimis Amounts of Hazardous Material. Notwithstanding the preceding sentence, the indemnity provisions of Section 8 of this Agreement will always apply to these De Minimis Amounts, and it will be and continue to be the responsibility of Obligors to take all remedial actions required under and in accordance with Section 7 of this Agreement if there occurs any unlawful release, spill, or disposal of any De Minimis Amounts.

5. **Notice to Lender.** Obligors will promptly deliver to Lender a copy of each report pertaining to the Property or to any Obligor prepared by or on behalf of any Obligor pursuant to any Environmental Requirement. Obligors will promptly advise Lender in writing of any Environmental Claim or of the discovery of any Hazardous Material on the Property (other than De Minimis Amounts to the extent permitted under this Agreement), as soon as any Obligor first obtains knowledge of the Environmental Claim, including a full description of the nature and extent of the Environmental Claim and/or Hazardous Material and all relevant circumstances.

6. **Site Assessments and Information.** If Lender ever has a good faith reason to believe that any Hazardous Material affects the Property (other than De Minimis Amounts to the extent permitted under this Agreement), or if any Environmental Claim is made or threatened, or if an Event of Default (as that term is used and defined in the Note) has occurred under any of the Loan Documents, Obligors will, at their expense, provide to Lender from time to time, in each case within thirty (30) days (or any longer period as may be agreed to by Lender in writing and in its sole discretion not to exceed sixty (60) days) after Lender's request, an Environmental Assessment made after the date of Lender's request. Obligors will cooperate with each consulting firm making the Environmental Assessment and will supply to the consulting firm, from time to time and promptly on request, all information available to Obligors to facilitate the completion of the Environmental Assessment. If Obligors fail to furnish Lender within ten (10) days after Lender's request with a copy of an agreement with an acceptable environmental consulting firm to provide the Environmental Assessment, or if any Obligor fails to furnish to Lender the Environmental Assessment within thirty (30) days after Lender's request (or any

longer period of time as may be agreed to by Lender in its good faith discretion based on Obligor's environmental consulting contract, not to exceed sixty (60) days), Lender may cause the Environmental Assessment to be made at Obligors' expense and risk. Borrower grants to Lender and its designees an irrevocable license to access the Property at any time or times, upon reasonable notice (which may be written or oral). This irrevocable license is coupled with an interest to make or cause to be made the Environmental Assessment. Lender may disclose to interested parties any information available to Lender regarding the environmental condition or compliance of the Property, but will be under no duty to disclose any information except as may be required by law. Lender will be under no duty to request or undertake any Environmental Assessment of the Property, and no Environmental Assessment prepared by or for the Lender will be interpreted as or will give rise to a representation that any Hazardous Material is or is not present on the Property, or that the Property has been or will be in compliance with any Environmental Requirement, nor will Obligors or any other person be entitled to rely on any Environmental Assessment made by Lender or at Lender's request. Lender owes no duty of care to protect Obligors or any other person against, or to inform them of, any Hazardous Material or other adverse condition affecting the Property. Any Indemnified Party (as defined below) will give Obligors reasonable notice before entering the Property.

7. Remedial Actions.

(a) If any Hazardous Material (other than De Minimis Amounts permitted under this Agreement) is discovered on the Property at any time and regardless of the cause: (i) Obligors will promptly, at their sole risk and expense, remove, remediate, treat, and dispose of the Hazardous Material in compliance with all applicable Environmental Requirements and solely under Obligors' (or any of their) name (or if removal is prohibited by any Environmental Requirement, take whatever action is required by any Environmental Requirement), in addition to taking the other action as is necessary to have the full use and benefit of the Property as contemplated by the Loan Documents, and provide Lender with satisfactory evidence of the foregoing; and (ii) if requested by Lender, provide to Lender within thirty (30) days of Lender's request a bond, letter of credit, environmental insurance, or other financial assurance evidencing to Lender's satisfaction that all necessary funds are readily available to pay the costs and expenses of the removal or remediation actions required above and to discharge any assessments or liens established against the Property as a result of the presence of the Hazardous Material on the Property. Within thirty (30) days after completion of the remedial actions, Obligors will obtain and deliver to Lender an Environmental Assessment of the Property made after the completion of the remedial actions and confirming to Lender's satisfaction that all required remedial action has been taken and successfully completed and that there is no evidence or suspicion of any contamination or risk of contamination on the Property or any adjacent property, or of violation of any Environmental Requirement, with respect to any Hazardous Material.

(b) Lender may, but will never be obligated to, remove or cause the removal of any Hazardous Material from the Property (or if removal is prohibited by any Environmental Requirement, take or cause the taking of the other action as is required by

any Environmental Requirement) if Obligors fail to promptly commence appropriate remedial actions following discovery of any Hazardous Material on the Property and, afterward, diligently prosecute the remedial actions to the satisfaction of Lender (without limitation of Lender's rights to declare a default under any of the Loan Documents and to exercise all rights and remedies available by reason of the default).

(c) As to any Hazardous Materials that are at, under, or on the Property and that may have constituted an environmental condition revealed by the Existing Report, Obligors will be obligated to remove, remediate, treat, and dispose of the Hazardous Materials only when required to do so by any Environmental Authority or court action.

8. **Indemnity.** On Lender's written demand, Obligors agree to protect, indemnify, defend, and hold harmless Lender and each other Indemnified Party described below for, from, and against all Environmental Claims and Environmental Damages, including those arising out of any environmental condition disclosed in the Existing Report and also including those arising out of the storage and use of any De Minimis Amounts of Hazardous Material at the Property. As used in this Agreement, the term "**Indemnified Party**" means: (i) Lender and any purchaser at a foreclosure sale; (ii) all trustees under the Security Instrument ("**Trustee**"), if any; (iii) any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender and/or Trustee; (iv) any participants in the Loan as well as all loan servicers, administrative agents, custodians, trustees, and fiduciaries who have held or do hold an interest in the Loan or its administration; and (v) the directors, officers, partners, employees, agents, heirs, personal representatives, successors, and assigns of each of the foregoing persons or entities. Without limitation, the foregoing indemnity will apply to each Indemnified Party with respect to Environmental Damages that in whole or in part are caused by or arise out of the negligence of the Indemnified Party and/or any other Indemnified Party. The indemnity established above, however, will not apply to losses that an Indemnified Party may sustain from actions, conditions, or events at the Property that arose or occurred solely after the date that the Indemnified Party obtains exclusive use and control over the Property through the appointment of a receiver, foreclosure, or otherwise. Upon written demand by Lender, Obligors will diligently defend any Environmental Claim that affects the Property or is made or commenced against Lender, whether alone or together with Obligors or any other person, all at Obligors' own cost and expense and by counsel to be approved by Lender in the exercise of its reasonable judgment. In the alternative, Lender may elect, at any time, to conduct its own defense through counsel selected by Lender and at the cost and expense of Obligors.

9. **Consideration; Survival; Cumulative Rights.**

(a) Obligors acknowledge that Lender has relied and will rely on the representations, warranties, covenants, and agreements in this Agreement in closing and funding the Loan and that the execution and delivery of this Agreement is an essential condition. Lender would not close or fund the Loan absent the execution and delivery of this Agreement. The representations, warranties, covenants, and agreements in this Agreement will be binding upon Obligors and their successors, assigns, and legal representatives (including, without limitation, the estate of, or any revocable trust created

or established by, any Obligor that is a natural person) and will inure to the benefit of Lender and all Indemnified Parties and their respective successors, assigns, legal representatives, and participants in the Loan and will not terminate upon the release, foreclosure, or other termination of the Security Instrument, but will survive the payment in full of the indebtedness secured by the Security Instrument, foreclosure of the Security Instrument, conveyance in lieu of foreclosure, the release and reconveyance or termination of the Security Instrument and any and all of the other Loan Documents, any investigation by or on behalf of Lender, any bankruptcy or other debtor relief proceeding, and any other event whatsoever.

(b) Any amount to be paid under this Agreement by Obligor(s) (or any of them) will be a demand obligation owing by Obligor(s) (which Obligor(s) promise to pay). Lender's rights under this Agreement will be in addition to all rights of Lender under the Loan Documents or at law or in equity, and payments by any Obligor under this Agreement will not reduce Obligor(s)' obligations and liabilities under any of the Loan Documents. The liability of Obligor(s) or any other person under this Agreement will not be limited or impaired in any way by: (i) any provision in the Loan Documents or applicable law limiting Obligor(s)' or the other person's liability or Lender's recourse or rights to a deficiency judgment; (ii) any change, extension, release, inaccuracy, breach, or failure to perform by any party under the Loan Documents, with Obligor(s)' (and, if applicable, the other person's) liability under this Agreement being direct and primary and not as a guarantor or surety; (iii) any amendment or modification or restatement of all or any one or more of the Loan Documents; (iv) any extension or forbearance in the enforcement of any time period for performance under this Agreement; or (v) the release of any one or more of the Obligor's duties and obligations under this Agreement.

(c) Notwithstanding the foregoing, Guarantor's obligations as an Obligor under this Agreement are separate from and in addition to the Guarantor's obligations under any separate Guaranty (as defined in the Note) executed in connection with the Loan.

(d) Each Obligor assigns and irrevocably transfers to Lender any and all rights of subrogation, contribution, indemnification, reimbursement, or similar rights it may have against any other Obligor or any other person for Environmental Damages. Nothing in this Agreement or in any other Loan Document will limit or impair any rights or remedies of Lender, Trustee, and/or any other Indemnified Party against any Obligor or any other person under any Environmental Requirement or otherwise at law or in equity, including without limitation any rights of contribution or indemnification.

(e) Lender may enforce Lender's rights and remedies under this Agreement without first resorting to or exhausting any collateral or security for the Loan and without first seeking recourse under the Note, Security Instrument, or other Loan Documents. Each Obligor understands that it is not necessary for an Event of Default (as defined in any of the applicable Loan Documents) to have occurred under the Loan Documents for Lender to exercise its rights under this Agreement. Obligor(s)' obligations under the

Agreement are not secured by the Security Instrument, and are not subject to any nonrecourse or other limitation of liability provision in the Loan Documents.

(f) To the fullest extent permitted by law in order for Lender to receive the full and timely benefit of the protections and indemnifications provided by this Agreement, each Obligor waives and relinquishes any right or claim of marshaling, subrogation against each other or others, demand for payment, counterclaim, and suretyship defenses.

10. **No Waiver.** No delay or omission by Lender or any Indemnified Party to exercise any right under this Agreement will impair any right nor will it be construed to be a waiver of any rights. No waiver of any single breach or default under this Agreement will be deemed a waiver of any other breach or default. Any waiver, consent, or approval under this Agreement must be in writing to be effective.

11. **Notices.** All notices, requests, consents, demands, and other communications required or which any party desires to give under this Agreement will be in writing and will be given and deemed effective as established in the Note. Notwithstanding the foregoing, no notice of change of address will be effective except upon actual receipt. This Section will not be construed in any way to affect or impair any waiver of notice or demand specifically established in this Agreement or in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason except where specifically described in this Agreement.

12. **Invalid Provisions.** A determination that any provision of this Agreement is unenforceable or invalid will not affect the enforceability or validity of any other provision, and a determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable will not affect the enforceability or validity of the provision as it may apply to other persons or circumstances.

13. **Construction.** Whenever in this Agreement the singular number is used, the same will include plural where appropriate, and vice versa; and words of any gender in this Agreement will include each other gender where appropriate. The headings in this Agreement are for convenience only and will be disregarded in the interpretation of this Agreement. References to “person” or “entity” mean firms, associations, partnerships, joint ventures, trusts, limited liability companies, corporations, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons. Each Obligor and Lender, and legal counsel to each, have participated in the drafting of this Agreement (or have had the opportunity to consult with legal counsel), and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement, to the extent permitted under applicable law.

14. **Independent and Unsecured Obligations.** Obligors acknowledge that their obligations under this Agreement are unlimited personal obligations of the Obligors that are not

secured by any security instrument (including the Security Instrument) provided in connection with the Loan and that are not affected by any so-called non-recourse or limited recourse provisions under the Loan Documents. Accordingly, Lender's ability to enforce the obligations set forth in this Agreement against each Obligor will not be affected or diminished by any statute of limitations or similar "*barred claims*" date with respect to any deficiency action following a judicial or nonjudicial foreclosure. Obligor acknowledges that Lender would not make the Loan to Borrower but for the enforceability of this Agreement against Obligor after any barred claims date.

15. Applicable Law; Forum. It is the intent of Obligor and Lender that this Agreement will be deemed to be a contract made under and governed by the internal laws of the State of Washington, without regard to its principles of conflicts of law. All judicial proceedings brought against Lender or any Obligor with respect to this Agreement and the other Loan Documents may be brought exclusively in the courts of the State of Washington located in the City of Seattle, King County, or of the United States for the Western District of Washington, and by execution and delivery of this Agreement, each Obligor accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Obligor irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 15. Nothing contained in this Section will limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the state in which any Obligor resides or where the Property is located to the extent Lender deems the proceeding necessary or advisable to exercise remedies available under the Loan Documents.

16. Joint and Several.

(a) Each Obligor agrees that it is jointly and severally liable to Lender for the payment of all obligations arising under this Agreement, and that such liability is independent of the obligations of the other Obligor. Lender may bring an action against any Obligor, whether an action is brought against the any other Obligor.

(b) Each Obligor agrees that any release which may be given by Lender to any other Obligor will not release such Obligor from its obligations under this Agreement or any of the other Loan Documents.

(c) Each Obligor waives any right to assert against Lender any defense, setoff, counterclaim or claim that such Obligor may have against any other Obligor or any other party liable to Lender for the obligations of Obligor under this Agreement or any of the other Loan Documents.

(d) Each Obligor agrees that it is solely responsible for keeping itself informed as to the financial condition of each other Obligor and of all circumstances which bear upon the risk of nonpayment. Each Obligor waives any right it may have to

require Lender to disclose to such Obligor any information that Lender may now or hereafter acquire concerning the financial condition of any other Obligor.

(e) Each Obligor waives all rights to notices of default or nonperformance by any other Obligor under this Agreement and the other Loan Documents. Each Obligor further waives all rights to notices of the existence or the creation of new indebtedness by any other Obligor.

(f) Each Obligor represents and warrants to Lender that it will derive benefit, directly and indirectly, from the collective administration and availability of the Loan under the Note and the other Loan Documents. Each Obligor agrees that Lender will not be required to inquire as to the disposition by any Obligor of funds disbursed in accordance with the terms of the Note or any of the other Loan Documents.

(g) Until all obligations of Obligor to Lender under this Agreement and the other Loan Documents have been paid in full, each Obligor waives any right of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, that such Obligor may now or hereafter have against any other Obligor with respect to the indebtedness incurred under this Agreement or any of the other Loan Documents. Each Obligor waives any right to enforce any remedy which Lender may now have or may hereafter have against any other Obligor, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lender.

(h) Each Obligor hereby waives any election of remedies by Lender that impairs any subrogation or other right of such Obligor to proceed against any other Obligor or other person, including any loss of rights resulting from any applicable antideficiency laws relating to nonjudicial foreclosures of real property or other laws limiting, qualifying or discharging obligations or remedies.

17. **Modification.** This Agreement may be amended only by an instrument in writing intended for that purpose executed jointly by an authorized representative of each party to this Agreement.

18. **Entire Agreement.** This Agreement is the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no oral agreements between the parties.

19. **Counterparts.** This Agreement and any amendments may be executed in any number of original or telecopy counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Agreement may be detached from any executed counterpart of the Agreement without impairing the legal effect of any signatures and may be attached to another counterpart of the Agreement

that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

20. **Jury Waiver.** BY THEIR EXECUTION AND DELIVERY OF THIS AGREEMENT, OBLIGORS WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND ARE DEEMED TO HAVE WAIVED, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS: (A) UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED, OR THAT MAY IN THE FUTURE BE DELIVERED BY BORROWER AND/OR ANY OTHER OBLIGORS IN CONNECTION WITH THE LOAN; OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT. OBLIGORS AGREE THAT ANY ACTION OR PROCEEDING OF THE TYPE DESCRIBED IN THE PRIOR SENTENCE WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

This Agreement is executed and delivered by the undersigned Borrower, as an Obligor, as of October 30, 2025.

BORROWER:

**TRIPLE J AND E INVESTMENTS, a Florida
Limited Liability Company**

By: 

Name: Jaime Naranjo

Title: Member

This Agreement is executed and delivered by the undersigned Guarantor, as an Obligor, as of October 30, 2025.

GUARANTOR:



Jaime Naranjo, an Individual