

## BORROWING AUTHORIZATION

Dated: **October 31, 2025**

To induce **Vontive, Inc.**, a Delaware corporation, its successors and assigns (“**Lender**”), to grant financial accommodations to **BRIDGEWATER 705 LLC, a Florida Limited Liability Company** (“**Borrower**”), the undersigned represent, warrant and covenant to Lender that:

1. Borrower is a **Limited Liability Company** formed and existing under the laws of the State of **Florida**, and (a) the following **person and entity** are all of the **members** of Borrower: **Elchanan Kagan and Kagan Family Holdings LLC**, (b) the **Articles of Organization** of Borrower have been filed as required by law, a true, correct, and complete copy of which has been supplied to Lender; (c) Lender, when dealing with the Authorized Agent, defined below, shall be entitled to accept the representations of the Authorized Agent that the purpose of exercising the authority herein given is within the scope of the business of Borrower; (d) Lender shall be under no obligation to make any inquiries in order to verify or confirm any of said representations or to see to the application of any company funds for the purposes so represented; (e) Lender in no way shall be responsible for misapplication of any Borrower funds or other property acquired, encumbered or disposed of by virtue of the authority herein given.

2. The following-named person or entity, acting alone: **Elchanan Kagan** (hereinafter called “**Authorized Agent**”), is hereby authorized, directed and empowered for and in the name of Borrower:

(a) to borrow from Lender such sum or sums of money and/or to obtain from Lender such credits and financial accommodations as, in the judgment of the Authorized Agent, Borrower may require, for such time and on such terms, including interest thereon and costs, expenses and other expenditures in connection therewith, as may be agreed to by the Authorized Agent;

(b) to execute and deliver any notes, drafts, guarantees, applications for letters of credit and agreements of any type to evidence such obligations and to execute and deliver to Lender extensions, modifications, renewals or replacements thereof, all on such terms as may be agreed to by the Authorized Agent;

(c) to mortgage, pledge and assign to Lender, to grant to Lender a security interest in, and to deliver to Lender as security for such obligations and for all other indebtedness and obligations of Borrower to Lender, however arising, and any extensions, modifications, renewals or replacements thereof, any property, real or personal, belonging to Borrower, and from time to time to substitute for such property, or any part thereof, other property for the same purpose; and

(d) to execute and deliver any mortgages, deeds of trust, pledges, assignments, security agreements or other agreements of any type to secure such obligations and all other indebtedness and obligations of Borrower to Lender, however arising, and any modifications, amendments or revisions thereof, and any financing statements, memoranda or notices for filing or recording related thereto, all of which shall be in such form and contain such provisions, covenants and agreements as Lender may require.

3. The Authorized Agent may authorize an agent or agents of Borrower to do any or all acts that may be done by the Authorized Agent pursuant to this Authorization and may evidence that authorization on a form reasonably satisfactory to Lender and prepared for that purpose, and that authorization shall remain in full force and effect until receipt by Lender of a written revocation thereof from the Authorized Agent.

4. The obligations of Borrower authorized hereby are in addition to such other obligations, if any, as may now exist between Borrower and Lender, and this Authorization shall in no way diminish or decrease any such existing obligations previously authorized by Borrower. Future authorizations with respect to future obligations may be adopted hereafter by Borrower without derogation of the authority set forth herein.

5. All prior acts of any member, manager, shareholder, partner, director, officer or agent of Borrower in obtaining loans, credits and financial accommodations to Borrower from Lender and the execution of any instruments or documents to evidence or secure any obligations due Lender are hereby ratified and approved. Lender, at any time, may apply any money or property in its possession or under its control belonging to Borrower to the payment of any indebtedness of Borrower to Lender, when due and payable.

6. This Authorization shall not limit the authority of any person not mentioned herein and shall be in addition to, and not in limitation of, the rights inherent in such person.

7. This Authorization shall remain in full force and effect until written notice of its revocation is received by Lender and until all obligations of Borrower to Lender have been fully paid and satisfied.

8. In the event of any dispute among any member, manager, shareholder, partner, director, or officer of Borrower, or any of them, the undersigned, jointly and severally, shall defend, indemnify and save Lender and any corporation controlling, controlled by, or under common control with Lender, and any officer, director, shareholder, agent or employee of Lender or any such corporation, and each of them, harmless from any and all damages, expenses and liabilities of any type whatsoever, including but not limited to actual and reasonable attorneys' fees, and including but not limited to any liability arising out of demands by any of the members, managers, shareholders, or partners of Borrower, for undisbursed proceeds of any obligations authorized hereby, suffered or incurred as a result of or in connection with any such dispute. This indemnity provision shall survive the repayment of any and all indebtedness of Borrower to Lender, shall be binding upon the separate and respective heirs, administrators, personal

representatives, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Lender and any corporation controlling, controlled by, or under common control with Lender, and to the heirs, administrators, personal representatives, successors and assigns of Lender or such corporation's officers, directors, shareholders, agents and employees.

9. This Authorization may be executed in any number of counterparts and each counterpart executed by any of the undersigned, together with all other counterparts so executed, shall constitute a single instrument and agreement of the undersigned.

*(Signature page(s) follow)*

IN WITNESS WHEREOF, this Authorization is hereby executed as of **October \_\_\_\_ , 2025**, by all of the **members of the Borrower**.

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**NAME: Elchanan Kagan**  
**TITLE: Managing Member**

**Kagan Family Holdings LLC, a California Limited Liability Company**

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**NAME: Yisroel David Kagan**  
**TITLE: Trustee of The David and Judy Kagan Family Trust, dated July 9, 2002**

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**NAME: Judith N. Kagan**  
**TITLE: Trustee of The David and Judy Kagan Family Trust, dated July 9, 2002**