

PERSONAL GUARANTY

This PERSONAL GUARANTY (this "Agreement"), dated as of November 10, 2023, is made by and among JOHN RUIZ, an individual who has a mailing address at 2701 S. Le Jeune Road, Floor 10, Coral Gables, Florida 33134, and FRANK QUESADA, an individual who has a mailing address at 2701 S. Le Jeune Road, Floor 10, Coral Gables, Florida 33134 (each a "Guarantor" and collectively, the "Guarantors") and Hazel Partners Holdings LLC, a Delaware limited liability company, as administrative agent for the Secured Party (as defined below) (in such capacity and together with any successors in such capacity, the "Administrative Agent").

RECITALS

WHEREAS, Subrogation Holdings, LLC, a Delaware limited liability company (the "Borrower"), has entered into that Second Amended and Restated Credit Agreement dated as of November 10, 2023 with Administrative Agent and Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement).

WHEREAS, each Guarantor is the Affiliate of the Borrower and acknowledges that it will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Agreement.

WHEREAS, it is a condition precedent to the making of Loans by the Lenders from time to time that the Guarantors shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans from time to time, each Guarantor hereby agrees as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Agent Parties" has the meaning specified in Section 6.05(d)(ii).

"Communications" means, any notice, demand, communication, document or other material that either Guarantor or any Credit Party delivers to the Administrative Agent in connection with any Credit Document or the transactions contemplated thereby which is distributed to the Administrative Agent or the Secured Party by means of electronic communications pursuant to Section 6.05(d), including the Platform.

"Credit Documents" means this Agreement, the Credit Agreement, the Mortgage, the Mortgagor Parent Pledge and the Simply Security Agreement.

"Extension of Credit" means any advances of Term Loan B pursuant to Section 2.1(c)(ii) of the Credit Agreement.

"Guarantor" has the meaning set forth in the Preamble hereof.

"Indemnitee" has the meaning specified in Section 6.04.

"Obligations" has the meaning specified in Section 2.01.

"Platform" has the meaning specified in Section 6.05(d).

"Post-Petition Interest" has the meaning specified in Section 2.01(a)(i).

"Secured Party" means the Administrative Agent and the Lenders.

"Subordinated Obligations" has the meaning specified in Section 4.02.

"Swap Obligation" means, with respect to either Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Termination Date" has the meaning specified in Section 6.06(a).

ARTICLE II AGREEMENT TO GUARANTEE OBLIGATIONS

SECTION 2.01 GUARANTY. Subject to Section 2.02, each Guarantor, hereby absolutely, unconditionally and irrevocably guarantees to the Administrative Agent, for the benefit of the Secured Party, as primary obligor and not merely as surety,

(a) the due and prompt payment by the Borrower of:

(i) the principal of and interest at the rate specified in the Credit Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding ("Post-Petition Interest")) on the Extensions of Credit (including any reimbursement obligation for disbursements), when and as due, whether at scheduled maturity, date set for prepayment, by acceleration or otherwise, and

(ii) all other monetary obligations of the Borrower to the Secured Party in respect to the Extensions of Credit, when and as due (but excluding any obligation of Borrower or any other Credit Party to post collateral with respect thereto), and

(iii) all fees, costs and expenses incurred by the Administrative Agent or the Secured Party in enforcing any rights under this Agreement (including, fees, costs and expenses of counsel incurred by the Administrative Agent or the Secured Party in enforcing any rights under this Agreement), and

(b) the due and prompt performance of all other covenants duties, obligations and liabilities of any kind of the Borrower and the other Credit Parties related to the Extensions of Credit, individually or collectively, as same are found under or contained in the Credit Agreement,

this Agreement, the other Credit Documents, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, fixed or otherwise. All such obligations in subsections (a) through (b), whether now or hereafter existing, being referred to collectively as the "Obligations". The Guarantors further agree that all or part of the Obligations may be increased, extended, substituted, amended, renewed or otherwise modified without notice to or consent from the Guarantors and such actions shall not affect the liability of the Guarantors hereunder. Without limiting the generality of the foregoing, the Guarantors' liability shall extend to all amounts that constitute part of the Obligations and would be owed by any other Credit Party to the Secured Party under or in respect of the Credit Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Credit Party.

SECTION 2.02 LIMITATION OF LIABILITY. Notwithstanding anything contained herein to the contrary, the aggregate amount of the Obligations of the Guarantors hereunder, including, without limitation, for any indemnity obligations under Section 6.04 hereof, at any time shall not exceed fourteen million dollars (\$14,000,000.00) and any costs and expenses incurred by the Administrative Agent or the Secured Party in the enforcement of this Agreement. The Guarantors agree that the Obligations may at any time and from time to time exceed the amount of the liability of the Guarantors hereunder without impairing this Agreement or affecting the rights and remedies of the Administrative Agent or the Secured Party hereunder. Guarantors agree that they are jointly and severally liable for the Obligations, as limited by this Section 2.02.

SECTION 2.03 REINSTATEMENT. The Guarantors agree that their guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is rescinded or must otherwise be returned by the Secured Party or any other Person upon the insolvency, bankruptcy or reorganization (or similar event) of the Borrower or any other Credit Party or otherwise, all as though such payment had not been made.

ARTICLE III GUARANTY ABSOLUTE AND UNCONDITIONAL; WAIVERS

SECTION 3.01 GUARANTY ABSOLUTE AND UNCONDITIONAL; NO WAIVER OF OBLIGATIONS. The Guarantors guarantee that the Obligations will be paid strictly in accordance with the terms of the Credit Documents, regardless of any law, regulation or order of any Governmental Authority now or hereafter in effect. The Obligations of the Guarantors hereunder are independent of the Obligations of the Borrower or any other Credit Party under any Credit Document. A separate action may be brought against the Guarantors to enforce this Agreement, whether or not any action is brought against the Borrower or any other Credit Party or whether or not the Borrower or any other Credit Party is joined in any such action. The liability of the Guarantors hereunder is irrevocable, continuing, absolute and unconditional and the Obligations of the Guarantors hereunder, to the fullest extent permitted by Applicable Law, shall not be discharged or impaired or otherwise affected by, and the Guarantors hereby irrevocably waive any defenses to enforcement it may have (now or in the future) by reason of:

(a) any illegality or lack of validity or enforceability of any Obligation or any Credit Document or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the Obligations or any other obligation of any Credit Party under any Credit Document, or any rescission, waiver, amendment or other modification of any Credit Document or any other agreement, including any increase in the Obligations resulting from any extension of additional credit or otherwise;

(c) any reduction, limitation, impairment or termination of the Obligations for any reason, or any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Obligations;

(f) the incapacity, lack of authority, death or disability of any Credit Party or any other Person, or any change, restructuring or termination of the corporate structure, ownership or existence of any Credit Party or any of its Subsidiaries or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets or any resulting release or discharge of any Obligation;

(g) any failure of the Secured Party to disclose to any Credit Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Credit Party now or hereafter known to the Secured Party; either Guarantor waiving any duty of the Secured Party to disclose such information;

(h) the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the reduction of liability of the Guarantors or the release or reduction of liability of any other guarantor or surety with respect to the Obligations;

(i) the failure of the Secured Party to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Credit Document or otherwise;

(j) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Secured Party; or

(k) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Guarantors or otherwise operate as a defense available to, or a legal or equitable discharge of, any Credit Party or any other guarantor or surety.

SECTION 3.02 WAIVERS AND ACKNOWLEDGEMENTS.

(a) The Guarantors hereby unconditionally and irrevocably waive any right to revoke this Agreement and acknowledges that this Agreement is continuing in nature and applies to all presently existing and future Obligations.

(b) The Guarantors hereby unconditionally and irrevocably waive promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Agreement and any requirement that the Secured Party protect, secure, perfect or insure any Lien or any property subject thereto.

(c) This Agreement is a guaranty of payment and not of collection. The Guarantors agree that the Administrative Agent need not attempt to collect any Obligations from the Borrower or any other Credit Party or to realize upon any Collateral or any other collateral, but may require the Guarantors to make immediate payment of all of the Obligations to the Administrative Agent when due, whether by maturity, acceleration or otherwise, or at any time thereafter.

(d) The Guarantors hereby unconditionally and irrevocably waive any defense based on any right of set-off or recoupment or counterclaim against or in respect of the Obligations of the Guarantors hereunder.

(e) The Guarantors acknowledge that the Administrative Agent may, at its election and without notice to or demand upon the Guarantors, foreclose on any Collateral (including any real property) or other collateral held by it by one or more judicial or non-judicial sales, accept an assignment of any such Collateral or other collateral in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other guarantor or exercise any other right or remedy available to it against the Borrower or any other guarantor, without affecting or impairing in any way the liability of the Guarantors hereunder except to the extent the Obligations (other than contingent or unliquidated obligations or liabilities) have been paid in full or collateralized in full in Dollars. The Guarantors hereby waive any defense arising out of such election even though such election operates, pursuant to Applicable Law, to impair or to extinguish any right of subrogation, reimbursement, exoneration, contribution or indemnification or other right or remedy of the Guarantors against the Borrower or any other guarantor or any Collateral or any other collateral.

(f) No failure on the part of the Administrative Agent or the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

ARTICLE IV GUARANTOR RIGHTS OF SUBROGATION, ETC.

SECTION 4.01 AGREEMENT TO PAY; SUBROGATION, SUBORDINATION, ETC. Without limiting any other right that the Administrative Agent or the

Secured Party has at law or in equity against the Guarantors, if the Borrower or any other Credit Party fails to pay any Obligation when and as due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Guarantors agree to promptly pay the amount of such unpaid Obligations to the Administrative Agent or the Secured Party in Dollars. Upon payment by either of the Guarantor of any sums to the Administrative Agent or the Secured Party as provided herein, all of such Guarantor's rights of subrogation, exoneration, contribution, reimbursement, indemnity or otherwise arising therefrom against the Borrower shall be subordinate and junior in right of payment to the prior indefeasible payment in full in Dollars of all Obligations and termination of the Commitments. In furtherance of the foregoing, prior to the Termination Date, the Guarantors shall refrain from taking any action or commencing any proceeding against the Borrower or any other Credit Party (or its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Agreement to the Administrative Agent or the Secured Party. In addition, any indebtedness of the Borrower now or hereafter held by the Guarantors is hereby subordinated in right of payment to the prior payment in full in Dollars of the Obligations. If after the occurrence and during the continuance of an Event of Default, any payment shall be paid to either Guarantor in violation of this Section 4.01 on account of (a) such subrogation, exoneration, contribution, reimbursement, indemnity or similar right or (b) any such indebtedness of the Borrower, such amount shall be held in trust for the benefit of the Secured Party, segregated from other funds of such Guarantor, and promptly paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited against the payment of the Obligations, whether due or to become due, in accordance with the terms of the Credit Documents or to be held as Collateral for any Obligations. If the Guarantor shall make payment to the Secured Party of all or any part of the Obligations, after indefeasible payment in full in Dollars of all Obligations and the termination of all Commitments, the Secured Party will, at the Guarantor's request and expense, execute and deliver to the Guarantor, without recourse or representation or warranty, appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations resulting from such payment.

SECTION 4.02 SUBORDINATION. The Guarantors hereby subordinate any and all obligations owed to the Guarantors by the Borrower and each other Credit Party (the "Subordinated Obligations") to the Obligations to the extent provided below:

(a) Except during the continuance of an Event of Default (including the commencement and continuation of any proceeding against any Credit Party under any Debtor Relief Law), the Guarantors may receive regularly scheduled payments of principal and interest on the Subordinated Obligations from any Credit Party. After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding against any Credit Party under any Debtor Relief Law), the Guarantors shall not accept, demand or take any action to collect any payment on the Subordinated Obligations without the prior written consent of the Administrative Agent.

(b) The Guarantors agree that the Secured Party shall be entitled to receive full payment in Dollars of all Obligations (including Post-Petition Interest) in any proceeding under any Debtor Relief Law against any other Credit Party before such Guarantor receives any payment on account of any Subordinated Obligations.

(c) After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding against any Credit Party under any Debtor Relief Law), the Guarantors shall collect, enforce and receive payments on the Subordinated Obligations as trustee for the Secured Party and deliver such payments to the Administrative Agent on account of the Obligations (including Post-Petition Interest), together with any necessary endorsements or other instruments of transfer, without reducing or affecting the liability of the Guarantors under this Agreement in any respect.

(d) After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding against any Credit Party under any Debtor Relief Law), the Administrative Agent is authorized and empowered (but not obligated), in its discretion, (i) in the name of the Guarantors, to collect and enforce, and to submit claims in respect of, Subordinated Obligations and to apply any amount so received to the Obligations (including Post-Petition Interest) or hold such amounts as Collateral for any Obligations, and (ii) to require the Guarantors (A) to collect and enforce and to submit claims in respect of, Subordinated Obligations and (B) to pay any amounts received on such obligations to the Administrative Agent for application to the Obligations (including Post-Petition Interest) or to be held as Collateral for any Obligations.

ARTICLE V **REPRESENTATIONS AND WARRANTIES; COVENANTS**

SECTION 5.01 **REPRESENTATIONS AND WARRANTIES.** The Guarantors represents and warrants that:

(a) **Competency.** The Guarantors (i) are adult individual and are sui juris and (ii) are not under any restraint or are in any respect incompetent to enter into this Agreement. The Guarantors have received and reviewed the Credit Agreement and the Credit Documents.

(b) **Non-contravention.** The execution, delivery and performance by the Guarantors of this Agreement does not contravene or result in a default under (i) any contractual restriction binding on or affecting either Guarantor, (ii) any court decree or order binding on or affecting the either Guarantor or (iii) any requirement of law binding on or affecting either Guarantor.

(c) **Approvals.** No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other Person (other than those that have been duly obtained or made and which are in full force and effect) is required for the consummation of this Agreement or the due execution, delivery or performance by the Guarantors of this Agreement.

(d) **Validity.** This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligations of the Guarantors, enforceable against the Guarantors in accordance with its terms (except, in any case, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws from time to time in effect affecting creditors' rights generally and by general principles of equity).

(e) **Financial Information.** Both Guarantors are solvent and the execution of this Agreement does not and will not render either Guarantors insolvent. The information of the

Guarantors furnished to the Administrative Agent pursuant to Section 5.02 present fairly the financial condition of the Guarantors as at the dates thereof. There are no material liabilities of the Guarantors of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable, or otherwise, and there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability, other than those liabilities provided for or disclosed in the most recently delivered financial statements.

(f) No Material Adverse Change. There has been no material adverse change in the net worth, assets, financial condition, or prospective financial position of either Guarantor since December 31, 2022. No litigation, investigation, or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of such Guarantor, threatened by or against the Guarantor or against any of its assets (i) with respect to this Agreement or any of the transactions contemplated hereby, (ii) which could have a material adverse effect on the net worth, assets, financial condition, or prospective financial position of the Guarantor.

(g) Accuracy of Information. None of the factual information heretofore or contemporaneously furnished in writing to the Administrative Agent by or on behalf of the Guarantors in connection with this Agreement or any other Credit Document contains any untrue statement of a material fact, or omits to state any material fact necessary to make any information not misleading, and no other factual information hereafter furnished in connection with this Agreement or any Credit Document by or on behalf of the Guarantors to the Administrative Agent will contain any untrue statement of a material fact or will omit to state any material fact necessary to make any information not misleading on the date as of which such information is dated or certified.

(h) Conditions. There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(i) Information. The Guarantors have, independently and without reliance upon the Secured Party and based on such documents and information as they has deemed appropriate, made their own credit analysis and decision to enter into this Agreement and any other Credit Document to which it is or may become a party, and has established adequate procedures for continually obtaining information pertaining to, and is now and at all times will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties and prospects of the Borrower and each other Credit Party.

(j) Investigation. The Guarantors acknowledge and agree that the Secured Party shall have no obligation to investigate the financial condition or affairs of any Credit Party for the benefit of the Guarantors nor to advise the Guarantors of any fact respecting, or any change in, the financial condition or affairs of the Borrower or any other Credit Party that might become known to the Secured Party at any time, whether or not the Secured Party knows or believes or has reason to know or believe that any such fact or change is unknown to the Guarantors, or might (or does) materially increase the risk of either Guarantor as guarantor, or might (or would) affect the willingness of either Guarantor to continue as a guarantor of the Obligations.

SECTION 5.02 COVENANTS. The Guarantors covenant and agree that, until the Termination Date, the Guarantors will furnish or cause to be furnished to the Administrative

Agent (i) copies of all income tax returns of the Guarantors and any requests for extensions of filing deadlines, within ten days of the filing of such returns or requests for extensions and (ii) such other financial and other information related to the Guarantors and the transactions contemplated by the Credit Documents as the Administrative Agent may from time to time request.

ARTICLE VI MISCELLANEOUS

SECTION 6.01 TAXES. Section 6.10 of the Credit Agreement is hereby incorporated, mutatis mutandis, by reference as if such section were set forth in full herein and the Guarantors agree to observe and perform each of the terms and conditions set forth in Section 7.4 of the Credit Agreement as such section relates to the Guarantors.

SECTION 6.02 RIGHT OF SET-OFF. If an Event of Default shall have occurred and be continuing and with the consent of the Administrative Agent, the Secured Party and each of their respective branches and Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and without prior notice to the Guarantors or any other Credit Party, any such notice being expressly waived by the Guarantors, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Secured Party or any such branch or Affiliate to or for the credit or the account of the Guarantors against any and all of the obligations of the Guarantors now or hereafter existing under this Agreement or any other Credit Document to the Secured Party or its branches or Affiliates whether direct or indirect, absolute or contingent, matured or unmatured, and irrespective of whether or not the Secured Party, branch or Affiliate shall have made any demand under this Agreement or any other Credit Document and although such obligations of the Guarantors are owed to a branch, office or Affiliate of the Secured Party different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that if any Defaulting Lender shall exercise any such right of setoff, such Defaulting Lender shall (a) immediately pay over to the Administrative Agent all such amounts so set off for further application in accordance with the provisions of Section 2.14 of the Credit Agreement and, pending such payment, segregate such amounts from its other funds, which amounts shall be deemed held in trust for the benefit of the Secured Party, and (b) provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of the Secured Party and each of their respective branches and Affiliates under this Section are in addition to other rights and remedies (including other rights of set-off) that the Secured Party or such branch or Affiliate may have. The Secured Party agrees to notify the Guarantors promptly after any such set off and appropriation and application; provided that the failure to give such notice shall not affect the validity of such set off and appropriation and application.

SECTION 6.03 AMENDMENTS. No term or provision of this Agreement may be waived, amended, supplemented or otherwise modified except in a writing signed by the Guarantors and the Administrative Agent in accordance with Section 12.4 of the Credit Agreement.

SECTION 6.04 INDEMNIFICATION.

(a) The Guarantors hereby agree to indemnify and hold harmless the Administrative Agent (and any sub-agent thereof) and the Secured Party and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") from any losses, damages, liabilities, claims and related expenses (including the fees and expenses of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees, expenses and time charges for attorneys who are employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Guarantors or any other Credit Party) other than such Indemnitee and its Related Parties arising out of, in connection with or resulting from this Agreement (including, without limitation, enforcement of this Agreement), whether brought by a third party or by either Guarantor or any other Credit Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (i) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (ii) result from a claim brought by either Guarantor or any other Credit Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations under any Credit Document, if the Guarantor or such other Credit Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (iii) result from a claim not involving an act or omission of any Credit Party or any of its subsidiaries and that is brought by an Indemnitee against another Indemnitee (other than against the arranger, the Administrative Agent or the Administrative Agent in their capacities as such). This Section 6.04(a) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, or similar items arising from any non-Tax claim.

(b) To the fullest extent permitted by Applicable Law, the Guarantors hereby agree not to assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Extension of Credit or the use of proceeds thereof. No Indemnitee shall be liable for any damages arising from the use of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby by unintended recipients.

(c) All amounts due under this Section shall be payable promptly after demand therefor.

(d) Without prejudice to the survival of any other agreement of the Guarantors under this Agreement or any other Credit Documents, the agreements and obligations of the Guarantors contained in Section 2.01 (with respect to enforcement expenses), Section 2.03, Section 6.01 and this Section shall survive termination of the Credit Documents and payment in full of the Obligations and all other amounts payable under this Agreement.

SECTION 6.05 NOTICES.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (or by e-mail as provided in Section 6.05(b) below), all notices and other communications provided for herein shall be made in writing and mailed by certified or registered mail, delivered by hand or overnight courier service, or sent by facsimile or email as follows:

(i) If to the Guarantors or the Borrower, to it at 2701 S. Le Jeune Road, Floor 10, Coral Gables, Florida 33134, Attention of John H. Ruiz (Telephone No. 305-614-2222).

(ii) If to the Administrative Agent, to Hazel Holdings I LLC at 251 Little Falls Drive, Wilmington, DE 19808 Attn: Ops.

(iii) If to the Secured Party, to it at its address (or facsimile number or email address) set forth in the Credit Agreement.

Notices mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received. Notices sent by facsimile during the recipient's normal business hours shall be deemed to have been given when sent (and if sent after normal business hours shall be deemed to have been given at the opening of the recipient's business on the next business day).

(b) Electronic Communications. Notices and other communications to the Administrative Agent hereunder may be sent by electronic communication (including e-mail and Internet or intranet websites) in accordance with procedures approved by the Administrative Agent. The Administrative Agent or either Guarantor may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent specifies otherwise, (i) notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, in the case of clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during the recipient's normal business hours, such notice, e-mail or communication shall be deemed to have been sent at the recipient's opening of business on the next business day.

(c) Change of Address, Etc. Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) The Guarantors agree that the Administrative Agent may, but shall not be obligated to, make the Communications available to the Secured Party by posting the

Communications on Debt Domain, Intralinks, Syndtrak, DebtX or a substantially similar electronic transmission system (the "Platform").

(ii) The Platform is provided "as is" and "as available." The Administrative Agent and its Related Parties (collectively, the "Agent Parties") do not warrant the adequacy of the Platform and expressly disclaim liability for error or omissions in the Communications. No Agent Party makes any warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, in connection with the Communications or the Platform. In no event shall any Agent Party have any liability to the Guarantors or the other Credit Parties, any Lender or any other Person for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of either Guarantor's, any Credit Party's or the Administrative Agent's transmission of communications through the Platform.

SECTION 6.06 CONTINUING GUARANTY; ASSIGNMENTS UNDER THE CREDIT AGREEMENT. This Agreement is a continuing guaranty and shall:

- (a) remain in full force and effect until the latest of (i) the payment in full in Dollars of the Obligations and all other amounts payable under this Agreement and termination of the Commitments, and (ii) the Maturity Date; provided, however, that this Agreement, and the obligations of Guarantors, shall earlier terminate if there has been no funding pursuant to Section 2.1(c)(ii) of the Credit Agreement of the Extension of Credit during the period in which such amounts are available to be drawn upon by Borrower (the "Termination Date");
- (b) be binding on the Guarantors, its heirs, successors and assigns; and
- (c) inure to the benefit of and be enforceable by the Secured Party and its successors and assigns.

The Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including all or any portion of its Commitments and the extensions of credit owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Party herein or otherwise, in each case as and to the extent provided in Section 12.5 of the Credit Agreement. The Guarantors shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Secured Party.

SECTION 6.07 SEVERABILITY OF PROVISIONS. Any provision hereof which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

SECTION 6.08 COUNTERPARTS; INTEGRATION; EFFECTIVENESS; ELECTRONIC EXECUTION; CAPTIONS. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall

constitute a single contract. This Agreement and the other Credit Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Except as provided in Section 5 of the Credit Agreement, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received a counterpart hereof that bears the signature of the Guarantors. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. The captions contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

SECTION 6.09 GOVERNING LAW; JURISDICTION; ETC.

(a) Governing Law. This Agreement and the other Credit Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Credit Document (except, as to any other Credit Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Submission to Jurisdiction. The Guarantors irrevocably and unconditionally agree that they will not commence any action, litigation or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, against the Administrative Agent or the Secured Party, or any of their respective Related Parties in any way relating to this Agreement or any other Credit Document or the transactions contemplated hereby or thereby, in any forum other than the courts of the State of New York sitting in the Borough of Manhattan and of the United States District Court of the Southern District, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the nonexclusive jurisdiction of such courts and agrees that any such action, litigation or proceeding may be brought in any such New York State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing herein or in any other Credit Document shall affect any right that the Secured Party may otherwise have to (i) bring any action or proceeding relating to this Agreement or any other Credit Document against either Guarantor or any other Credit Party or its properties in the courts of any jurisdiction, (ii) waive any statutory, regulatory, common law, or other rule, doctrine, legal restriction, provision or the like providing for the treatment of bank branches, bank agencies, or other bank offices as if they were separate juridical entities for certain purposes, including Uniform Commercial Code Sections 4-106, 4-A-105(1)(b), and 5-116(b), UCP 600 Article 3 and ISP98 Rule 2.02, and URDG 758 Article 3(a), or (iii) affect which courts have or do not have personal jurisdiction over the issuing bank or beneficiary of any advising bank, nominated bank or assignee of proceeds thereunder or proper venue.

(c) Waiver of Venue. The Guarantors irrevocably and unconditionally waive, to the fullest extent permitted by Applicable Law, any objection that they may now or hereafter have to the venue of any such action or proceeding in any such court referred to in clause (b) of

this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to the service of process in the manner provided for notices in Section 6.05 and agrees that nothing herein will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

SECTION 6.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY. EACH PARTY HERETO (A) CERTIFIES THAT NO AGENT, ATTORNEY, REPRESENTATIVE OR ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF LITIGATION, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Guarantor:

DocuSigned by:



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JOHN RUIZ

DocuSigned by:



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FRANK QUESADA

HAZEL PARTNERS HOLDINGS LLC

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Guarantor:

JOHN RUIZ

FRANK QUESADA

HAZEL PARTNERS HOLDINGS LLC

By 

Name: Christopher Guth

Title: Authorised Attorney

[Signature Page to Personal Guaranty]