

GUARANTY

This General, Continuing and Unconditional Guaranty, which is hereby effective this ___ day of _____, 2021 by Guarantor (as hereinafter defined) in favor of and enforceable by Creditor (as hereinafter defined), its successors and assigns, is a general, continuing and unconditional guaranty.

WITNESSETH:

That for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid to Guarantor by Creditor simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the making of a grant agreement with Borrower (as hereinafter defined) in the amount of \$280,400.00 Guarantor covenants and agrees with Creditor as follows:

1. Definitions:

“Creditor”— CITY OF NEW PORT RICHEY COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida, its successors and assigns.

“Creditor’s Address”— 5919 Main Street, New Port Richey, Florida 34652.

“Borrower”—ZENNPR LLC, a Florida corporation, together with any successor-in-interest of Borrower by operation of law or otherwise, and specifically including any Trustee (as defined in the Bankruptcy Code) or Borrower-in-possession, or successor-in-interest arising out of any merger or reorganization of Borrower into any entity or any entity into Borrower.

“Guarantor”—each individual and/or entity executing this Guaranty and the heirs, personal representatives, successors, and assigns of same.

“Guarantor Debt”—any indebtedness of Borrower now or hereafter owed to Guarantor.

“Guaranteed Indebtedness”—All advances, debts, obligations and liabilities of Borrower to Creditor, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, pertaining to that certain grant agreement referenced above between Borrower and Creditor, and any future advances thereon, whether Borrower may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become otherwise unenforceable against Borrower, or if the obligation ceases to exist for any reason (including but not limited to operation of the Bankruptcy Code) including interest and other charges accruing subsequent to the filing of a petition for relief under any federal or state Borrower relief statute by or against the Borrower. These obligations as stated herein apply to all amounts owed by Borrower to Creditor, its successors or assigns, whether or not such obligations arise under one or more of the following situations and/or time frames: (i) presently, prior to or subsequent to an assignment of the account by Creditor to another party or entity; (ii) prior to or subsequent to a succession of interest to Creditor; (iii) as a result of advances or other consideration given by Creditor; (iv) as a result of advances or other consideration given by Creditor’s successors or assigns.

2. Guaranty. For valuable consideration, Guarantor unconditionally guarantees and promises to pay when due to Creditor, on demand, in lawful money of the United States, the Guaranteed Indebtedness. Guarantor acknowledges that Creditor may at its sole discretion assign its rights in the Guaranteed Indebtedness and such assignment shall not relieve Guarantor of its liability hereunder and Guarantor shall remain obligated under the terms hereof to Creditor's successors and assigns. This is a continuing guaranty and shall remain in effect, unless otherwise terminated by Creditor as provided herein, until the Guaranteed Indebtedness is paid in full. If there is more than one Guarantor, liability shall be joint and several.

3. Written Notice of Revocation: Obligations Under Guaranty. This Guaranty is irrevocable and may be terminated only by written consent of Creditor and the consent shall be granted or withheld at Creditor's sole discretion.

4. Separate Actions, Waiver of Statute of Limitations, Reinstatement of Liability. The obligations hereunder are independent of the obligations of Borrower and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Borrower or any other Guarantor or whether Borrower or any other Guarantors are joined in any such action or actions. Guarantor acknowledges that there are no conditions precedent to the effectiveness of this guaranty, and that this guaranty is in full force and effect and is binding on Guarantor as of the date hereof regardless of whether Creditor obtains collateral or similar guaranties from others or takes any other action contemplated by Guarantor. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof, and agrees that any payment of any Guaranteed Indebtedness or other act which shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitation applicable to Guarantor's liability hereunder. The liability of Guarantor hereunder shall be reinstated and revived, and the rights of Creditor shall continue, with respect to any amount at any time paid on account of the Guaranteed Indebtedness, which shall thereafter be restored or returned by Creditor, voluntarily or involuntarily, upon the bankruptcy, insolvency or reorganization of Borrower, or for any other reason, all as though such amount had not been paid. All monies available to Creditor for application in reduction of the Guaranteed Indebtedness or the other amounts due Creditor by Borrower may be applied by Creditor in such manner and in such amounts and at such time or times and in such order and priority as Creditor may see fit. Guarantor consents that, from time to time, before or after the occurrence of any default, with or without further notice to or assent from Guarantor, any security at any time held by or available to Creditor for any obligation of Borrower or any security at any time held by or available to Creditor for any obligation of any person or parties secondarily or otherwise liable for all or any portion of the Guaranteed Indebtedness may be exchanged, surrendered, or released and any obligation of Borrower, or of any such other person or party, may be changed, altered, renewed, extended, continued, surrendered, compromised, waived or released in whole or in part, or any default with respect thereto waived, and Creditor may fail to setoff and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of Borrower, or of any such other person or party and may extend further credit in any manner whatsoever to Borrower and generally deal with Borrower or any such security or other person

or party as Creditor may see fit, and Guarantor shall remain bound under this Guaranty notwithstanding the occurrence of any of the foregoing.

5. Authorizations to Creditor. Guarantor authorizes Creditor, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Guaranteed Indebtedness or any part thereof, including increase or decrease in the rate of interest thereon, (b) take and hold security for the payment of the Guaranteed Indebtedness, and exchange, enforce, waive and release any such security, (c) apply such security and direct the order or manner of sale thereof, including without limitation a non-judicial sale permitted by the terms of the controlling security agreement, mortgage, or applicable law, as Creditor in its discretion may determine, (d) release or substitute any one or more obligors or Guarantors of the Guaranteed Indebtedness, and (e) apply payments on account of the Guaranteed Indebtedness, from any source, in repayment of the Guaranteed Indebtedness, in any manner deemed to be in the best interest of Creditor. Guarantor acknowledges that this guaranty will be binding whether or not Creditor takes any other guaranties of the Guaranteed Indebtedness or any security for the Guaranteed Indebtedness. Creditor may without notice assign this guaranty in whole or in part.

6. Guarantor's Warranties. Guarantor warrants that: (a) this guaranty is executed at Borrower's request, (b) this guaranty is a valid, binding, legally enforceable obligation in accordance with its terms, (c) there is no litigation or other proceeding pending or to the best of Guarantor's knowledge, threatened against or affecting, Guarantor or Guarantor's properties which, if determined adversely, would have a materially adverse effect on Guarantor's financial condition, and Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental or regulatory authority, (d) Guarantor has established adequate means of obtaining from Borrower on a continuing basis, financial and other Information pertaining to Borrowers financial condition, (e) Creditor has made no representation to Guarantor as to the Borrower's creditworthiness. Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder and Guarantor further agrees that Creditor shall have no obligation to disclose to Guarantor information or material in the course of Creditors relationship with Borrower, and (f) Guarantor is not insolvent and the execution of this Guaranty by Guarantor does not render it insolvent for the purpose of state or federal fraudulent transfer or other avoidance statutes.

7. Guarantors Waivers. Guarantor forever waives (whether occurring before or after termination or purported termination of this Guaranty):

(a) Any defense arising by reason of the application by Borrower of the proceeds of any indebtedness for purposes other than the purposes represented by Borrower or Creditor or intended or understood by Creditor or Guarantor;

(b) Any right to require Creditor to proceed against Borrower or any other party, to proceed against or to exhaust any security held from Borrower or any other party, to apply the property of Borrower first to discharge the Guaranteed Indebtedness hereunder, to give notice of the

terms, time and place of any public or private sale of personal property security held from Borrower and otherwise to comply with applicable provisions of the Uniform Commercial Code as adopted in Florida, or to pursue any other remedy in Creditor's power whatsoever;

(c) Any defense arising by reason of disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability either in whole or in part of Borrower for the Guaranteed Indebtedness;

(d) Any defense arising out of any act or omission by Creditor which directly or indirectly results in or contributes to the discharge of Borrower or any indebtedness by operation of law or otherwise;

(e) Any defense arising by reason of any modification of the Guaranteed Indebtedness in any form whatsoever, including without limitation, the renewal, extension, acceleration or other change in time for payment of the Guaranteed Indebtedness, or other change in the terms of the Guaranteed Indebtedness or any part thereof, including increase or decrease of the rate of interest thereon;

(f) Any right of subrogation, and any defense Guarantor may have based upon any election of remedies by Creditor which eliminates Guarantor's subrogation rights or rights to proceed against Borrower or any other person for reimbursement;

(g) Any right to enforce any remedy which Creditor now has or may hereafter have against Borrower, any other Guarantor or any benefit of, or any right to participate in any security whatsoever now or hereafter held by Creditor;

(h) All presentments, demands for payment or performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of default or delinquency, notice of acceleration, notice of cost, expenses and interest thereon, notice of interest on interest and late charges, diligence in taking any action to collect the indebtedness or enforce Creditor's right under any agreement with Borrower in proceeding against any of the rights and interests in and to property securing the Guaranteed Indebtedness, and notices of acceptance of this Guaranty and any right to enforce any remedy which Creditor now has or later may have against Borrower or any other person, and agrees that Creditor may, at its election, exercise any right or remedy it may have against Borrower or any security held by Creditor;

(i) Any claim or defense arising out of Creditor's failure to perfect any lien or security interest securing the Guaranteed Indebtedness;

(j) Any claim resulting from any act or omission by Creditor which directly or indirectly results in or contributes to the loss, limitation or impairment of the right to recover any deficiency from Borrower; and

(k) Any other claim which Guarantor may now or hereafter have against Borrower, arising hereunder.

8. Guarantor's Understandings with Respect to Waivers. Guarantor warrants and agrees that each of the waivers set forth above are made with Guarantor's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of the waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the maximum extent permitted by law.

9. Creditor's Rights with Respect to Guarantor's Property in Possession of Creditor. In addition to all liens upon, and rights of setoff against the monies or other property of Guarantor given to Creditor by law, Creditor shall have a lien upon and a right of setoff against all property of Guarantor now or hereafter in the possession of or on deposit with Creditor, whether held in a general or specific account or deposit or for safekeeping or otherwise, and every such lien and setoff may be exercised without demand or notice to Guarantor. No lien or right of setoff shall be deemed to have been waived by any act or conduct on the part of Creditor, or by any neglect to exercise such right of setoff or to enforce such lien, or by any delay in so doing, and every right of setoff and lien shall continue in full force and effect until such right or setoff or lien is specifically waived or released by an instrument in writing executed by Creditor.

10. Subordination of Guarantor's Debt to Guarantor. Any Guarantor Debt is hereby subordinated to all indebtedness of Borrower to Creditor and, in the event of any default in any documents evidencing the Guaranteed Indebtedness of Borrower to Creditor, Guarantor acknowledges that Borrower shall be obligated to suspend all payments to Guarantor of Guarantor Debt until such time as the default has been cured or the Guaranteed Indebtedness fully repaid. At no time shall interest on Guarantor Debt be paid more frequently than once per month nor principal more frequently than annually. Any Guarantor Debt is assigned to Creditor as security for this guaranty and the Guaranteed Indebtedness and if Creditor requests shall be collected and received by Guarantor as trustee for Creditor and to be paid over to Creditor on account of the Guaranteed Indebtedness, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guaranty. Any such note now or hereafter evidencing Guarantor Debt shall be marked with a legend that the same is subject to this Agreement and, if Creditor so requests, shall be delivered to Creditor. Guarantor will, and Creditor is hereby authorized and given a power of attorney which is coupled with an interest and irrevocable, in the name of Guarantor from time to time to execute and file financing statements and continuation statements and execute such other documents and take such other action as Creditor deems necessary or appropriate to perfect, preserve and enforce its rights hereunder.

11. Waiver of Authentication of Validity of Acts of Corporation or Partnership. Where Borrower is a corporation or partnership, it is not necessary for Creditor to inquire into powers of Borrower or the officers, directors, partners or agents acting or purporting to act in their behalf and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

12. Consent to Attachment or Garnishment. Guarantor hereby consents to the attachment or garnishment by Creditor of Guarantor's wages in accordance with applicable Florida law.

13. Notice to Creditor. All notices from Guarantor to Creditor shall be effective thirty (30) days after actual receipt by an officer of Creditor at Creditor's offices at Creditor's Address.

14. Attorney's Fees. All payments, advances, charges, costs and expenses, including reasonable attorneys' fees and appellate attorney's fees, made or incurred by Creditor in the enforcement of this Guaranty or in the collection of any of the Guaranteed Indebtedness, regardless of the forum of the dispute and including, but not limited to, arbitration, shall be paid by Guarantor to Creditor Immediately upon demand.

15. Notice to Creditor Upon Perceived Breach. Guarantor shall give Creditor written notice, within ten (10) days of Guarantor becoming aware thereof, of the occurrence of any action or inaction of Creditor which Guarantor believes may (1) be actionable against Creditor or (2) give rise to a defense to payment hereunder for any reason, including without limitation, commission of a tort or violation of any contractual duty or duty implied at law. Guarantor agrees that unless such notice is given, Guarantor waives any such claim or defense.

16. Entire Agreement. This Guaranty embodies the entire agreement and understanding between Guarantor and Creditor with respect to the subject matter set forth herein, and supersedes all prior agreements and understandings relating thereto. No course of prior dealings between the parties, no usage of the trade, and no parole or extrinsic evidence of any nature, shall be used or be relevant to supplement, explain or modify any term used herein.

17. Obligations of Married Persons. Any married person who signs this guaranty agrees that recourse may be had against his or her separate property for all his or her obligations under this guaranty,

18. Florida Law Governs; Venue. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event any litigation shall arise hereunder or pertaining hereto, venue shall be proper in the County of Creditor's Address, Pasco County, Florida.

19. Descriptive Headings. The descriptive headings used and inserted in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

20. Severability. Any provision of this Agreement which shall be held invalid or unenforceable under applicable law shall be ineffective without invalidating the remaining provisions of this Agreement.

21. No Oral Modification. The guaranty may not be changed or terminated orally, but only in an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

22. No Oral Representations Limiting Enforcement. Guarantor acknowledges Creditor's intention to enforce this Guaranty to the fullest extent possible and Guarantor acknowledges that

Creditor has made no statements to Guarantor that could be construed as a waiver of Creditor's right to enforce this Guaranty to the fullest extent permissible.

23. Waiver of Right to Trial by Jury. In recognition of the higher costs and delay which may result from a jury trial, Guarantor and Creditor waive any right to trial by jury of any claim, demand, action or cause of action (1) arising hereunder or any other instrument, document or agreement executed or delivered in connection herewith, or (2) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect hereto or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party hereto may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

24. Release of Claims. The Guarantor, for itself and for each of its heirs, personal representatives, successors and assigns, hereby releases and waives all claims and/or defenses it now or hereafter may have against the Creditor and its successors and assigns on account of any occurrence relating to the Guaranteed Indebtedness or the grant agreement which accrued prior to the date hereof. This release and waiver shall be effective as of the date of this Guaranty and shall be binding upon the Guarantor, and each of its respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Creditor and its successors and assigns. The term "Creditor" as used herein shall include, but shall not be limited to, its present and former officers, directors, employees, agents and attorneys.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year first hereinabove written.

Jay Patel

Victor Wang

Spouse:

Spouse:

Name (printed)

Name (printed)