

CORPORATE GUARANTY

[Capitalized terms used and not otherwise defined herein shall have the meanings set forth in Section 2 hereof.]

1. As an inducement for and in consideration of any loan(s) of even date herewith granted to **NGD Capital Power Yield I, LLC**, a Delaware limited liability company (the "**Borrower**"), by the Noteholders (sometimes hereinafter referred to collectively and individually as the "**Lender**"), the undersigned being **NEWGARD DEVELOPMENT GROUP INC.**, a Florida corporation (the "**Guarantor**"), hereby unconditionally guarantees (hereinafter, the "**Guaranty**"), on a *pari passu* basis with respect to each of the Noteholders, the full and prompt payment, observance and performance when due, whether at the stated time, by acceleration or otherwise, of all obligations of Borrower to Lender with respect to any and all amounts owed by Borrower under, in connection with, and/or pursuant to the indebtedness evidenced by, the Notes, all according to the provisions thereof (hereinafter collectively referred to as the "**Liabilities**").

2. Capitalized terms used and not otherwise defined herein shall have the following means:

"**Noteholders**" means those Persons who purchased Notes from the Borrower pursuant to the Subscription Agreement.

"**Notes**" means those certain promissory notes entered into by the Borrower with each Noteholder in the aggregate principal amount of up to \$24,000,000, pursuant to the terms of the Subscription Agreement.

"**Subscription Agreement**" means that certain Subscription Agreement entered into by the Borrower with each Noteholder pursuant to which the Noteholders purchased the Notes from the Borrower, as more fully set forth in that certain Subscription Booklet of even date issued by the Borrower to prospective noteholder-investors.

3. In the event any of the Liabilities shall not be paid or performed according to their terms, Lender first attempt to collect payment of any of the Liabilities from Borrower or any other obligor or guarantor, or resort to any other security or other means of obtaining payment or performance of any of the Liabilities, or upon any other contingency whatsoever. Following the exhaustion of seeking the foregoing remedies, Lender shall have the right to seek all rights and remedies under this Guaranty, including requiring Guarantor to immediately pay the balance of any then-remaining Liabilities in accordance with and subject to the provisions hereof.

4. Guarantor further agrees to pay all expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by Lender in endeavoring to collect the Liabilities, or any part thereof, and in enforcing or defending this Guaranty, whether or not a lawsuit is commenced.

5. Guarantor represents and warrants that Guarantor is either financially interested in Borrower or will receive other material economic benefits as a result of any financial accommodations made or granted to Borrower by Lender from time to time. Guarantor further represents and warrants that Guarantor is willing to enter into this Guaranty as a material inducement to Lender to extend loan(s) to Borrower, and acknowledges that Lender would or may not be willing to extend any such loan(s) absent this Guaranty.

6. Guarantor agrees that the occurrence of any of the following events shall constitute a default under this Guaranty: (i) the failure of Guarantor to perform or observe any obligation under this Guaranty; (ii) the institution of any proceeding by or against Borrower or Guarantor of any of the Liabilities (under the Bankruptcy Code or otherwise) seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking the appointment of a receiver, trustee or custodian for itself or for all or a substantial part of its property; (iii) the institution by Guarantor or any other person or entity of any liquidation, dissolution or reorganization proceedings with respect to Guarantor; or (iv) the (A) merger or consolidation of Guarantor with another company or entity, or (B) liquidation of Guarantor. Upon and after the occurrence of an uncured default hereunder, the Liabilities shall be automatically accelerated and shall become immediately due and payable by Guarantor, or Guarantor's successor or estate, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Guarantor.

7. Guarantor further agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time payment to or for the benefit of Lender of the Liabilities, or any part thereof, is rescinded or must otherwise be returned by Lender due to the insolvency, bankruptcy or reorganization of Borrower or otherwise, all as though such payment to or for the benefit of Lender had not been made.

8. Subject to the provisions of this Guaranty, Lender may, without demand or notice of any kind, at any time when any amount shall be due and payable hereunder by Guarantor, appropriate and apply toward the payment of such amount, and in such order of application as Lender may from time to time elect, any property, balances, credits, deposits, accounts, instruments or moneys of Guarantor in the possession or control of Lender for any purpose.

9. This Guaranty shall be a guaranty of payment and not of collectability and shall remain in full force and effect as to Guarantor, subject to discontinuance only as follows: Guarantor, or any person duly authorized and acting on behalf of Guarantor, may give written notice to Lender of discontinuance of this Guaranty, but no such notice shall be effective in any respect until it is actually received by Lender and no such notice shall affect or impair the obligations hereunder of Guarantor with respect to any Liabilities existing at the date of receipt of such notice by Lender (or any Liabilities required or permitted to be advanced by Lender on or after such date), or for renewals or extensions of such Liabilities made after Lender receives Guarantor's notice, or any interest thereon or any expenses paid or incurred by Lender in endeavoring to collect such Liabilities, or any part thereof, or in enforcing this Guaranty against Guarantor. Any such notice of discontinuance by or on behalf of any Guarantor shall not affect, impair or release the obligations hereunder of any other guarantor with respect to any of the Liabilities.

10. Guarantor hereby agrees that any debt of Borrower to Guarantor is expressly subordinate to the right of Lender to payment of the Liabilities, and that Lender shall be entitled to full payment of all of the Liabilities prior to the exercise by Guarantor of any rights to payment or performance of any debt which the Borrower may owe Guarantor. Guarantor assigns to Lender all rights Guarantor may have in any proceeding under the Federal Bankruptcy Code or any receivership or insolvency proceeding of Borrower, including all rights of Guarantor to be paid by

Borrower. This assignment does not prevent Lender from enforcing Guarantor's obligations hereunder in any way.

11. Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, (d) all diligence in collection or protection of or realization upon the Liabilities or any part thereof, any obligation hereunder, or any security for any of the foregoing, (e) all defenses based on suretyship or impairment of collateral, and (f) all events and circumstances which might otherwise constitute a defense or discharge of the obligations of Borrower, Guarantor or any other guarantor.

12. Lender may, without notice to Guarantor or Borrower of any kind, sell, assign, or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the Liabilities shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee, or holder, as fully as if such assignee, transferee or holder were herein by named specifically given such rights, powers and benefits. Lender shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of Lender as to so much of the Liabilities as it has not sold, assigned, or transferred.

13. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

14. For purposes of this Guaranty, Liabilities shall include all obligations of Borrower to Lender stated herein, notwithstanding any right or power of Borrower or anyone else to assert any claim or defense as to the payment or performance of such Liabilities, and no such claim or defense shall affect, impair or release the obligations of Guarantor hereunder.

15. This Guaranty shall be binding upon Guarantor and the heirs, legal representatives, successors and assigns of Guarantor.

16. As further consideration for the loan(s) by Lender to Borrower and as a material inducement to Lender to make or enter into the loan(s) and accept this Guaranty, and notwithstanding anything to the contrary contained in this Guaranty or any other document delivered in connection with this Guaranty, Guarantor hereby irrevocably waives, disclaims and relinquishes any and all claims, rights or remedies which Guarantor may now have or hereafter acquire against Borrower that arise in connection with this Guaranty and/or the performance by Guarantor hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Lender against Borrower or any security which Lender now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

17. All notices pursuant to this Guaranty shall be in writing and shall be directed to the addresses set forth herein or such other address as may be specified in a notice given in accordance with the requirements of this Section. Except as otherwise specifically provided herein, notices shall be deemed to be given three (3) days after mailing by certified or registered mail, return

receipt requested, or one (1) business day after deposit with a recognized overnight courier, or when personally delivered to and received at the required address.

18. In the event any provision contained in this Guaranty is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

19. THIS GUARANTY IS GOVERNED BY THE LAW OF THE STATE OF DELAWARE, EXCLUDING ITS CONFLICTS OF LAWS PROVISIONS. GUARANTOR CONSENTS TO THE NON-EXCLUSIVE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN MIAMI-DADE COUNTY, FLORIDA SO THAT LENDER MAY SUE GUARANTOR IN FLORIDA TO ENFORCE THIS GUARANTY. GUARANTOR AGREES NOT TO CLAIM THAT FLORIDA IS AN INCONVENIENT PLACE FOR TRIAL. GUARANTOR HEREBY IRREVOCABLY AGREES AND CONSENTS THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO GUARANTOR AT THE ADDRESS PROVIDED FOR NOTICES UNDER THIS GUARANTY.

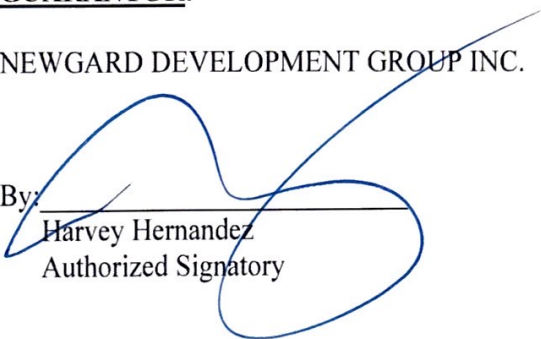
GUARANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION UNDER OR IN ANY WAY CONNECTED WITH THIS GUARANTY AND IN NO EVENT SHALL LENDER BE LIABLE FOR PUNITIVE OR CONSEQUENTIAL DAMAGES.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Corporate Guaranty effective as of May 1, 2025.

GUARANTOR:

NEWGARD DEVELOPMENT GROUP INC.

By: 
Harvey Hernandez
Authorized Signatory