

April 29, 2016

**UNCONDITIONAL AND IRREVOCABLE
GUARANTY**

Re: Loan by WJXR, Inc., a Florida corporation (hereinafter called "Lender") to Norsan WJXR, LLC, a Florida limited liability company (hereinafter called "Borrower")

To Lender:

To induce you to consummate the captioned transaction and to accept a Promissory Note (the "Note") by the Borrower to you in the original principal sum of \$1,680,000.00 secured by a security agreement (the "Security Agreement") by the Borrower and the undersigned to you and a Collateral Assignment of Lease (the "Collateral Assignment of Lease") by the Borrower to you, each dated the date hereof, the undersigned hereby, represents, warrants and covenants as follows:

1. The Note, Security Agreement, and Collateral Assignment of Lease (hereinafter sometimes collectively called the "Loan Documents") were duly authorized and executed by the Borrower and are legal, valid and binding instruments, enforceable against the Borrower in accordance with their respective terms.
2. The undersigned guarantees to you and to your endorsees, transferees, successors or assigns of either this guaranty or any of the obligations secured hereunder, the prompt and punctual payment when due, whether by acceleration or otherwise, of all of the indebtedness evidenced by the Note and any indebtedness incurred under any provision of the Security Agreement, the Collateral Assignment of Lease, and of any renewals or extensions thereof, in whole or in part, including, without limiting the generality of the foregoing, (a) any unpaid interest, (b) costs of collection and charges related to the Loan or any part thereof which accrue or are incurred either before or after maturity or earlier demand for payment thereof by the Lender, (c) loss occasioned by or resulting from fraud, misrepresentation, and damages caused by willful, wanton, criminal or malicious conduct by the Borrower; (d) loss occasioned by or resulting from obligations of Borrower related to environmental laws and regulations, (e) loss occasioned by or resulting from the misapplication by Borrower or others of (1) proceeds paid under insurance policies by reason of damage, loss or destruction to any portion of any collateral securing the "Indebtedness" (as defined herein) to the full extent of such proceeds, (2) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of any portion of any collateral securing the Indebtedness to the full extent of such proceeds or awards or (3) income, rents, issues, profits and revenues arising or issuing from or out of any collateral securing the Indebtedness from and after default by Borrower and (f) loss occasioned by or resulting from all other obligations of Borrower under the Loan Documents including, but not limited to obligations of Borrower to indemnify, defend and hold Lender harmless for violation of environmental laws, environmental clean-up costs and other indemnifications contained in the Loan Documents (the "Indebtedness"), together with all damages, losses, costs, interest, charges, expenses, including attorneys' fees and paralegal costs, and liabilities of every kind, nature and description suffered or incurred by you arising in any manner out of, or in any way connected with, or growing out of the Indebtedness or other liabilities of the Borrower to you, to the same extent as if the undersigned were the principal debtor thereunder; the undersigned waives all notice of acceptance of this guaranty, notice of maturity, payment or default of the Indebtedness, notice of the creation or extension or renewal of any obligation of the Borrower to which this guaranty relates, and any other requirement or notice necessary to bind the undersigned hereunder, including but not limited to presentment, notice of

dishonor and protest; and the undersigned waives all other rights and remedies accorded by applicable law to guarantors. At your option this agreement may be treated as a guaranty or as a suretyship. In any event you shall have the right to proceed against the undersigned without first proceeding against the Borrower or any other guarantor. The undersigned also agree to pay all costs of collection against the undersigned under this guaranty, and against the Borrower under the Note, Security Agreement, and Collateral Assignment of Lease, including attorneys' fees and paralegal costs, whether incurred in connection with collection, trial, appeal, enforcement of any judgment based on this guaranty, bankruptcy or insolvency proceedings or any subsequent proceedings or appeals from any order or judgment entered therein, or otherwise.

3. The liability of the undersigned hereunder shall not be affected by your taking any of the following actions from time to time, to which the undersigned hereby consents, regardless whether the same occur with consideration or notice to the undersigned: (a) any amendment, extensions, renewal or modification of the provisions of the Note, the Security Agreement, the Collateral Assignment of Lease, or any other instrument made to or with you by the Borrower; (b) any extensions of time for performance required thereby; (c) the release of any land from the lien of the Security Agreement; (d) the subordination of the lien of the Security Agreement to the lien of any other security agreement; (e) the release of the Borrower from performance or observance of any of the agreements, covenants, terms or conditions contained in any of said instruments, by operation of law or otherwise; (f) the exchange, release, sale (by foreclosure or otherwise), application, surrender, substitution or other dealing with any collateral for repayment of the Indebtedness, at your election; (g) the acceleration of the Indebtedness, in whole or in part; (h) your waiver or failure to enforce any of your rights under any agreement evidencing, relating to or securing the Indebtedness; or (i) the release of any endorser of the Indebtedness or any guarantor thereof. No act or omission on your part shall in any way affect or impair this guaranty. The liability of the undersigned hereunder applies irrespective of the genuineness, validity, regularity or enforceability of the Indebtedness or of any agreements evidencing, relating to or securing the Indebtedness. The undersigned hereby covenants that the undersigned will cause the Borrower to maintain and preserve the enforceability of the instruments aforesaid as the same may be modified and will not permit the Borrower to take or to fail to take action of any kind the taking of which or the failure to take which might be the basis for a claim that the undersigned has any defense to the undersigned's obligations hereunder other than performance of such obligations in accordance with the terms of the instruments imposing the same. The undersigned hereby agrees to indemnify you against loss, cost, reasonable legal fees and paralegal costs (at trial or on appeal) or expense by reason of the assertion by the Borrower of any defense to Borrower's obligations under said instruments or the assertion by the undersigned of any defense to the obligations of the undersigned hereunder based upon any right or claim of right to cause a marshaling of the Borrower's assets or to require you to proceed against the undersigned in any particular order and the undersigned agrees that any payments required to be made by the undersigned hereunder shall become due on demand in accordance with the terms hereof immediately upon the happening of a default under either the Note or the Security Agreement or the Collateral Assignment of Lease. This Guaranty shall not be deemed to be in lieu of or to supersede or terminate any prior or subsequent guaranty to Lender but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein. **The death of the undersigned or dissolution or liquidation of the Borrower shall not revoke or otherwise affect the liability of the undersigned under this guaranty.**
4. Notwithstanding the satisfaction or performance of the liabilities and obligations, Guarantor's liability hereunder shall continue to exist for so long as the satisfaction of the

liabilities and/or obligations could be set aside or such liabilities or obligations otherwise be reinstated under the bankruptcy, insolvency, fraudulent conveyance, debtor relief or other similar laws of any federal, state or other competent jurisdiction.

5. No delay on your part in exercising any right, power or privilege under the Note, the Security Agreement, the Collateral Assignment of Lease, this guaranty or any other document executed by the undersigned shall operate as a waiver of any such privilege, power or right.
6. This guaranty shall be construed and enforced in accordance with the laws of the State of Florida. Wherever used in this guaranty, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.
7. This guaranty and each and every one of the undersigned's liabilities under it are joint and several, absolute, unconditional and irrevocable and shall remain in force and effect until such time as all the obligations described herein have been paid or performed in full, and are binding upon the undersigned and the undersigned's respective heirs, personal representatives, and assigns. The undersigned personally acknowledges that (i) the execution of this instrument and the assumption of liabilities set forth herein are the free and voluntary act of the undersigned; (ii) such act of the undersigned is made independently and under no circumstances has the undersigned relied upon the existence of any obligations due from the Borrower each such obligation being joint and several; and (iii) the determination to act as a guarantor is not contingent on the bestowal of any right or benefit from the Borrower to the undersigned nor any requirement that all parties in receipt of or to receive a right or benefit from the Borrower be a guarantor of the Indebtedness. The undersigned shall indemnify and hold the Lender harmless for each of the matters set forth in this Section.
8. The undersigned waives any "venue privilege" and "diversity of citizenship privilege" that the undersigned has now or may have in the future, and hereby specifically agrees, notwithstanding the provision of any state or federal law to the contrary, that the venue for the enforcement, construction or interpretation of this guaranty shall be the County Court or Circuit Court of the County in Florida, selected by the holder hereof and the undersigned does hereby specifically waive the right to sue or be sued in the court of any other county in the State of Florida, any court in any other state or county or in any state or federal administration tribunal.
9. The obligations covered by this guaranty include all obligations (primary, secondary, direct, contingent, sole, joint or several) of the Borrower (including Borrower and any other person) to you, due or to become due, now existing or hereafter coming into existence, and any renewals, or extensions, in whole or in part, of any of said obligations heretofore described, together with all damages, losses, costs, interest, charges, expenses, including attorneys' fees and paralegal costs, and liabilities of every kind, nature and description suffered or incurred by you arising in any manner out of, or in any way connected with, or growing out of, said indebtedness or liabilities of the Borrower to you. It is the intention of the undersigned to guarantee any and all obligations, now or hereafter created, of the Borrower to you, and any and all other obligations transferred by endorsement or assignment, or by operation of law, of the Borrower to you.
10. In addition to the foregoing, the undersigned guarantees to you the due and timely performance by the Borrower of all the terms and conditions and all of the Borrower's covenants, promises and obligations to you under the Security Agreement and the Collateral Assignment of Lease.
11. The undersigned hereby waives any set-off, counterclaims, reduction or diminution of any obligation, or any defense of any kind or nature that the undersigned has or may have, including without limitation, the defense of the statute of limitations in any action

hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

12. Notwithstanding any payment or payments made by any of the parties executing the Loan Documents, or any of them, hereunder or any setoff or application of the funds of the undersigned by the Lender, the undersigned shall not be entitled to be subrogated to any of the rights of the Lender against any of the parties executing the Loan Documents, or any of them, or any other person or entity or collateral security or rights of offset held by the Lender for the payment of the Indebtedness, nor shall the undersigned have any right of indemnity, reimbursement or contribution against any of the parties executing the Loan Documents, or any of them, or any other person or entity for the payment of the Indebtedness, and the undersigned hereby expressly waives each and every such right of subrogation, indemnity, reimbursement and contribution.
13. Nothing contained herein shall prevent Lender from bringing any action or exercising any rights against any security and against the undersigned personally, and against any property of the undersigned, within any other state. Initiating such proceeding or taking such action in any other state by Lender shall in no event constitute an implied waiver of the agreement contained herein that the laws of the State of Florida shall govern the rights and obligations of the undersigned and Lender hereunder or of the submission herein made by the undersigned to personal jurisdiction within the State of Florida.
14. Nothing herein shall be deemed to obligate the undersigned to pay any sum of interest which exceeds the maximum rate of interest which the undersigned may lawfully be required to pay under the laws of the state which govern this instrument or under the applicable laws or regulations of the United States of America. Notwithstanding any other provision herein contained in the Guaranty or in any instrument evidencing the Indebtedness, the limitation imposed by this numbered paragraph shall control and limit the obligations of Guarantor to pay sums of interest guaranteed by this instrument. In the event the undersigned shall pay any sum of interest pursuant to this Guaranty which exceed such maximum rate, such overcharge shall be refunded to the undersigned.
15. AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN TO THE BORROWER, LENDER AND THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THE UNDERSIGNED MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY, THE INDEBTEDNESS, AND ALL DOCUMENTS AND AGREEMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THE GUARANTEED INDEBTEDNESS, OR WITH

RESPECT TO ANY CLAIMS OR DEFENSES ALLEGED TO ARISE OUT OF THE COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

Executed the date above written at _____.
(City and State)

_____(SEAL)
Norberto Sanchez

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and sworn to before me this _____ day of April, 2016, by Norberto Sanchez. He is () personally known to me or () who has produced _____ (_____ Driver's License) as identification.

Notary Public, State of _____
My Commission Expires: