Fill in this information to identify the case:

Debtor 1 MS Leisure Company

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware

Case number 25-10610 (LSS)

☑ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Lindley Business, Ltd.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Luis Solorzano
Name

50 W. Mashta Dr., Ste. 2
Number Street

Key Biscayne FL 33149
City State ZIP Code

Contact phone (561) 558-3766

Contact email luis@ryocapital.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Contact phone _____

Contact email _____

Please see Attachment A for additional notice recipient

Uniform claim identifier (if you use one):

_ _

RECEIVED
SEP 12 2025
VERITA GLOBAL

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

25106102509120000000000002

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 323,224.31 **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Debtor is obligated as guarantor of outstanding balance on unpaid promissory note dated November 9, 2023 made by Triton Investment Holdings, LLC to Lindley Business, Ltd.

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

RECEIVED
SEP 12 2025
VERITA GLOBAL

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date September 11, 2025 | 12:56 PM CDT
MM / DD / YYYY

Luis Solorzano
Signature

Print the name of the person who is completing and signing this claim:

Name: Luis Solorzano
First name | Middle name | Last name

Title: _____

Company: Lindley Business, Ltd.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 50 W. Mashta Dr., Ste. 2
Number Street

Key Biscayne | FL | 33419
City | State | ZIP Code

Contact phone (561) 558-3766 Email luis@ryocapital.com

WINSTON
&STRAWN
LLP

NORTH AMERICA SOUTH AMERICA EUROPE

200 Park Avenue
New York, NY 10166-4193
+1 212-294-6700
+1 212-294-4700

RACHEL BENJAMIN

Senior Paralegal
+1 212-294-2625
RBenjamin@winston.com

September 11, 2025

By Federal Express
The Dolphin Company Claims Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Re: *Leisure Investments Holdings LLC, et al. (The Dolphin Company)*, Case No. 25-10606

To Whom It May Concern:

I write enclosing four (4) Proof of Claim forms and supporting documents to be filed in the above-referenced case. I am also enclosing copies to be stamped and returned in the enclosed self-addressed envelope pursuant to the instructions in § IV of the Notice of Deadlines for the Filing of Proofs of Claim, Including Requests for Payment Pursuant to Section 503(b)(9) of the Bankruptcy Code, Dkt. 444 in the above-referenced case.

Thank you for your attention to this matter.

Very truly yours,

Rachel Benjamin

Rachel Benjamin
Senior Paralegal

Enclosures

Attachment A to Part 1 § 3 – Additional Notice Recipient

Craig V. Rasile, Esq.
Name

Winston & Strawn LLP
Company

200 S. Biscayne Blvd., Ste. 2400
Number Street

Miami FL 33149
City State ZIP Code

(305) 910-0760
Contact phone

CRasile@winston.com
Contact email

THIS GUARANTEE AGREEMENT (this "Guarantee"), dated as of November 9, 2023, is among MS Leisure Company, a Florida limited liability company ("MS Leisure"), and Eduardo Albor Villanueva, an individual residing at 1331 Brickell Bay Drive, Apt. 4605, Miami, Florida, 33131 (together with MS Leisure, each individually a "Guarantor" and collectively, the "Guarantors"), in favor of the Lender (as defined below).

RECITALS

WHEREAS, Lindley Business, Ltd., a British Virgin Islands company (the "Lender"), has extended a loan in the aggregate principal amount of US$500,000 (the "Loan") to Triton Investments Holdings, LLC, a Delaware limited liability company (the "Borrower"), pursuant to that certain Promissory Note, dated as of November 9, 2023 (as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Note"), between the Borrower and the Lender;

WHEREAS, the Guarantors have directly and indirectly received and shall continue to receive economic benefits from the consummation of the transactions described in the Note;

WHEREAS, the making of the Loan under the Note is necessary and desirable to the Guarantors and will inure to the financial benefit of the Guarantors, and in order to induce the Lender to make the Loan to the Borrower as set forth in the Note, the Guarantors have agreed to guarantee the Liabilities (as defined below) for the benefit of the Lender in accordance herewith; and

WHEREAS, in connection with the transactions described in the Note, Guarantors have agreed to execute and deliver this Guarantee, pursuant to which the Guarantors guarantee, jointly and severally, the due and punctual payment by the Borrower of the Liabilities (as defined below) under the Note.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, each Guarantor agrees as follows:

Section 1. **Defined Terms**. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Note (as defined below).

Section 2. **Guarantee of Payment**. Each Guarantor unconditionally and irrevocably guarantees, jointly with the other Guarantor and severally, to the Lender the punctual payment of all sums now owing or which may in the future be owing by the Borrower under the Note, when the same are due and payable, whether on demand, at stated maturity, by acceleration or otherwise, and whether for principal, interest, fees, expenses, indemnification or otherwise (all of the foregoing sums being collectively referred to herein as the "Liabilities"). The Liabilities include, without limitation, interest accruing after the commencement of a proceeding under bankruptcy, insolvency or similar laws of any jurisdiction at the rate or rates provided in the Note. Upon the failure by the Borrower to pay punctually any Liability, each Guarantor agrees that it shall forthwith upon demand pay to the Lender the amount not so paid. This Guarantee is a guarantee of payment and not of collection only. The Lender shall not be

required to exhaust any right or remedy or take any action against the Borrower or any other person or entity. Each Guarantor agrees that, as between the Guarantors and the Lender, the Liabilities may be declared to be due and payable for the purposes of this Guarantee notwithstanding any stay, injunction or other prohibition which may prevent, delay or vitiate any declaration as regards to the Borrower and that in the event of a declaration or attempted declaration, the Liabilities shall immediately become due and payable by such Guarantor for the purposes of this Guarantee.

Section 3. **Guarantee Absolute**. Each Guarantor guarantees that the Liabilities shall be paid strictly in accordance with the terms of the Note. The liability of each Guarantor under this Guarantee is absolute and unconditional irrespective of: (a) any change in the time, manner or place of payment of, or in any other term of, all or any of the Note or Liabilities, or any other amendment or waiver of or any consent to departure from any of the terms of any Note or Liability, including any increase or decrease in the rate of interest thereon; (b) any release or amendment or waiver of, or consent to departure from, or any other guarantee or support document, for all or any of the Note or Liabilities; (c) any release of any Guarantor hereunder; (d) any present or future law or order of any governmental authority (whether of right or in fact) purporting to reduce, amend, restructure or otherwise affect any term of the Note or Liability; (e) without being limited by the foregoing, any lack of validity or enforceability of the Note or Liability; and (f) any other setoff, defense or counterclaim whatsoever (in any case, whether based on contract, tort or any other theory) with respect to the Note or the transactions contemplated thereby which might constitute a legal or equitable defense available to, or discharge of, the Borrower or any such Guarantor. The payment by a Guarantor of a portion, but not all, of the Liabilities or any other amounts payable under this Guarantee shall in no way limit or affect such Guarantor's liability for any portion of the Liabilities or any other amounts payable under this Guarantee to the extent provided for herein.

Section 4. **Guarantee Irrevocable**. This Guarantee is a continuing guarantee of the payment of all Liabilities now or hereafter existing under the Note and shall remain in full force and effect until all the Liabilities are fully satisfied and paid to the Lender.

Section 5. **Reinstatement**. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Liabilities is rescinded or must otherwise be returned by the Lender on the insolvency, bankruptcy or reorganization of any Guarantor or otherwise, all as though the payment had not been made.

Section 6. **Subrogation**. Each Guarantor agrees that it will not exercise any rights against the Borrower that it may acquire by way of subrogation in respect of any payment under this Guarantee until all the Liabilities have been paid in full to the Lender. If any amount is paid to any Guarantor on account of subrogation rights under this Guarantee at any time prior thereto, the amount shall be held in trust by such Guarantor for the benefit of the Lender and shall be promptly paid to the Lender to be credited and applied to the Liabilities, whether matured or unmatured or absolute or contingent, in accordance with the terms hereof and of the Note. If any Guarantor makes payment to the Lender of all or any part of the Liabilities and all the Liabilities are paid in full to the Lender, the Lender shall, at such Guarantor's request, execute and deliver to such Guarantor appropriate documents, without recourse and without

representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Liabilities resulting from such payment.

Section 7. **Payments Generally**. All payments by the Guarantors hereunder shall be made in the manner, at the place and in the currency required by the Note.

Section 8. **Limitation on Obligations.** The provisions of this Guarantee are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under this Guarantee would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Guarantor's liability under this Guarantee, then, notwithstanding any other provision of this Guarantee to the contrary, the amount of such liability shall, without any further action by such Guarantor or the Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the such Guarantor's "Maximum Liability"). This Section 8 with respect to the Maximum Liability of certain Guarantors is intended solely to preserve the rights of the Lender hereunder to the maximum extent not subject to avoidance under applicable law, and neither such Guarantors nor any other person or entity shall have any right or claim under this Section 8 with respect to the Maximum Liability, except to the extent necessary so that the obligations of such Guarantor hereunder shall not be rendered voidable under applicable law. Each Guarantor agrees that the Liabilities may at any time and from time to time exceed its Maximum Liability without impairing this Guarantee or affecting the rights and remedies of the Lender hereunder. Nothing in this Section 8 shall be construed to increase any Guarantor's obligations hereunder beyond its Maximum Liability.

Section 9. **Remedies Generally**. The remedies provided in this Guarantee are cumulative and not exclusive of any remedies provided by applicable law.

Section 10. **Formalities**. Each Guarantor waives presentment, notice of dishonor, protest, notice of acceptance of this Guarantee or incurrence of any Liability and any other formality with respect to any of the Liabilities or this Guarantee.

Section 11. **Amendments and Waivers**. No amendment or waiver of any provision of this Guarantee, nor consent to any departure by any Guarantor therefrom, shall be effective unless it is in writing and signed by the Lender and each Guarantor with respect to which such amendment, waiver or consent is to apply and the Administrative Agent, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Lender to exercise, and no delay in exercising, any right under this Guarantee shall operate as a waiver or preclude any other or further exercise thereof or the exercise of any other right.

Section 12. **Expenses**. The Guarantors shall, jointly and severally, reimburse the Lender on demand for all costs, expenses and charges (including without limitation fees and charges of legal counsel) incurred by the Lender in connection with the enforcement of this Guarantee. The obligations of the Guarantors under this Section 12 shall survive the termination of this Guarantee.

Section 13. **Assignment**. This Guarantee shall be binding on, and shall inure to the benefit of, each Guarantor and the Lender and their respective successors and assigns; provided that each Guarantor may not directly or indirectly, by operation of law or otherwise, assign or transfer any of its rights or obligations under this Guarantee.

Section 14. **Representations and Warranties; Financial Condition of the Borrower**. Each Guarantor represents and warrants that (a) this Guarantee has been duly executed and delivered by each Guarantor and constitutes a legal, valid and binding obligation of each Guarantor enforceable against each Guarantor in accordance with its terms, except to the extent that the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally; (b) such Guarantor has received fair consideration and reasonably equivalent value in exchange for assuming his obligations under this Guarantee; (c) such Guarantor (i) has read and understands the terms and conditions of the Note and (ii) is currently informed of the financial condition of the Borrower and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Liabilities and now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Borrower; (d) such Guarantor's legal name is correctly set forth on the signature page hereto; and (e) if such Guarantor is a person, such Guarantor is at least twenty-one (21) years of age and is competent to enter into this Guarantee and to perform such Guarantor's obligations hereunder. Each Guarantor hereby covenants that it will continue to keep informed of the Borrower's financial condition, the financial condition of other Guarantor, and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Liabilities.

Section 15. **Captions**. The headings and captions in this Guarantee are for convenience only and shall not affect the interpretation or construction of this Guarantee.

Section 16. **GOVERNING LAW**. THIS GUARANTEE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY).

Section 17. **SUBMISSION TO JURISDICTION; WAIVERS**. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTEE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF;

(b) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION 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;

(c) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(d) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS SET FORTH IN SECTION 20; AND

(e) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

Section 18. **WAIVERS OF JURY TRIAL**. EACH PARTY TO THIS GUARANTEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS GUARANTEE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS GUARANTEE, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED 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 TO THIS GUARANTEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 18 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 19. **Integration; Effectiveness; Counterparts**. This Guarantee alone sets forth the entire understanding of the Guarantors and the Lender relating to the guarantee of the Liabilities and constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Guarantee shall become effective as to any Guarantor when a counterpart hereof shall have been executed and delivered by such Guarantor to the Lender and a counterpart hereof shall have been executed by the Lender. This Guarantee shall be construed as a separate agreement with respect to each Guarantor and may be amended, modified, supplemented, waived or released with respect to any Guarantor without the approval of any other Guarantor and without affecting the obligations of the other Guarantor hereunder. This Guarantee may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an

executed signature page of this Guarantee by facsimile transmission or other electronic imaging means shall be effective as delivery of a manually executed signature page of this Guarantee.

Section 20. **Notices**. Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery, or (iv) sent by e-mail, provided that no error in transmission is received, to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to MS Leisure:

4400 Rickenbacker Causeway, Miami, FL, 33149
Attn: Eduardo Albor
Email: eduardoalbor@thedolphinco.com

If to Mr. Albor Villanueva:

1331 Brickell Bay Drive, Apt. 4605, Miami, Florida, 33131
Attn: Eduardo Albor
Email: eduardoalbor@thedolphinco.com

If to the Lender:

50 Mashta Dr, Suite 2
Key Biscayne, FL 33149
Attn: Luis Solorzano
Email: luis@acamarpartners.com

Notice shall be deemed given on the earlier of (i) actual receipt by the receiving party, (ii) the date shown on a facsimile transmission confirmation, (iii) the date reflected on a signed delivery receipt, or (iv) two (2) business days following tender of delivery or dispatch by express mail or delivery service.

Section 21. **Joint and Several Liability**. Each Guarantor agrees and acknowledges that the obligations of each such Guarantor hereunder are joint and several.

[*Remainder of Page Left Intentionally Blank*]

IN WITNESS WHEREOF each of the undersigned has caused this Guarantee to be duly executed and delivered by its authorized officer as of the date first above written.

AS GUARANTORS:

MS LEISURE COMPANY

By: _____
Name: Eduardo Albor
Title: Director

EDUARDO ALBOR VILLANUEVA

_____

LENDER:

LINDLEY BUSINESS, LTD.

By: _____
Name: Luis Solorzano
Title: Director

Lindley Business, Ltd.

February 6, 2024

VIA EMAIL

Triton Investments Holdings, LLC
4400 Rickenbacker Causeway
Miami, FL 33149
Attention: Eduardo Albor

MS Leisure Company
4400 Rickenbacker Causeway
Miami, FL, 33149
Attention: Eduardo Albor

Eduardo Albor Villanueva
1331 Brickell Bay Drive, Apt. 4605
Miami, FL, 33131

Re: Notice of Default

Dear Mr. Albor:

Reference is made to (i) that certain Promissory Note dated as of November 9, 2023 (the "*Date of Issuance*"), between Triton Investments Holdings, LLC (the "*Borrower*") and Lindley Business, Ltd. (the "*Lender*") for an aggregate principal amount of $500,000 (five hundred thousand United States dollars), together with interest thereon calculated from the Date of Issuance in accordance with the provisions of the Promissory Note (the "*Note*"), and (ii) that certain Guarantee Agreement, dated as of November 9, 2023 (the "*Guarantee Agreement*"), among MS Leisure Company ("*MS Leisure*"), Eduardo Albor Villanueva (together with MS Leisure, the "*Guarantors*") and the Lender. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Note.

Pursuant to Section 2(a) (*Scheduled Payment*) of the Note, the Borrower agreed to pay the aggregate principal amount of the Note, together with all accrued and unpaid interest thereon, to the Lender on January 10, 2024. Due to the failure by the Borrower to repay such amounts on January 10, 2024, a default has occurred under the Note (the "*Default*"). As a result, interest continues to accrue on the Note as of January 10, 2024, at the Default Rate determined by adding the Applicable Rate plus 10.00% per annum as set forth in the Note.

The Lender hereby demands immediate repayment by the Borrower and Guarantors of the aggregate principal amount of the Note, together with any accrued and unpaid interest thereon, including any interest accruing at the Default Rate as contemplated by the Note.

The Lender expressly reserves all of its rights and remedies at law and in equity, including, but not limited to, rights and remedies available to the Lender as a result of the occurrence or continuance of the Default and any other defaults that may have occurred and may

be continuing under each of the Note and the Guarantee Agreement. Nothing contained herein is, or shall be deemed to be, a waiver of any of the rights and remedies at law and in equity available to the Lender under each of the Note and the Guarantee Agreement and any delay or forbearance by the Lender in the enforcement or pursuit of any of its rights and remedies in any such agreement shall not constitute a waiver thereof, nor shall it be a bar to the exercise of the Lender's rights or remedies at a later date.

[Signature Page Follows]

Sincerely,

LINDLEY BUSINESS, LTD.

By: _____
Name: LUIS SOLORZANO
Title: DIRECTOR

[Signature Page to Notice of Default]

Lindley Business Ltd Loans

In USD

LOAN ASSUMPTIONS	Loan 1	Loan 2
Principal amount	500,000	100,000
Borrowing date	11/9/2023	11/13/2023
Maturity date	1/10/2024	1/10/2024
Interest rate (annual)	10%	10%
Default rate (annual)	10%	10%
Bankruptcy petition date	3/31/2025	3/31/2025

LOAN PAYMENTS

Date	Loan 1	Loan 2	Total	Paid by
5/14/2024	41,666.67	8,333.33	50,000.00	Triton
6/10/2024	41,666.67	8,333.33	50,000.00	MSL
7/16/2024	41,666.67	8,333.33	50,000.00	Triton
7/30/2024	41,666.67	8,333.33	50,000.00	Triton
8/26/2024	41,666.67	8,333.33	50,000.00	Triton
1/10/2025	41,666.67	8,333.33	50,000.00	Triton
3/31/2025	***Bankruptcy Petition Date ("BPD")***			
5/8/2025	12,500.00	2,500.00	15,000.00	Elysium
5/12/2025	12,500.00	2,500.00	15,000.00	Elysium
5/27/2025	12,500.00	2,500.00	15,000.00	Elysium
Total payments	**287,500.00**	**57,500.00**	**345,000.00**	

LOAN 1 ($500,000) APPLICATION OF PAYMENTS

Payment		Ordinary Interest		Default Interest		Total	Interest	Remaining	Principal Balance		
Date	Amount	Days	Interest	Days	Interest	Interest	Paid	Int. Due	BOP	Reduction	EOP
5/14/2024	(41,666.67)	187	25,616.44	125	17,123.29	42,739.73	(41,666.67)	1,073.06	500,000.00	-	500,000.00
6/10/2024	(41,666.67)	27	3,698.63	27	3,698.63	7,397.26	(8,470.32)	-	500,000.00	(33,196.35)	466,803.65
7/16/2024	(41,666.67)	36	4,604.09	36	4,604.09	9,208.18	(9,208.18)	-	466,803.65	(32,458.49)	434,345.17
7/30/2024	(41,666.67)	14	1,665.98	14	1,665.98	3,331.96	(3,331.96)	-	434,345.17	(38,334.70)	396,010.46
8/26/2024	(41,666.67)	27	2,929.39	27	2,929.39	5,858.78	(5,858.78)	-	396,010.46	(35,807.88)	360,202.58
1/10/2025	(41,666.67)	137	13,519.93	137	13,519.93	27,039.87	(27,039.87)	-	360,202.58	(14,626.80)	345,575.78
3/31/2025	*BPD*	80	7,574.26	80	7,574.26	15,148.53	-	15,148.53	345,575.78	-	345,575.78
Balance as of BPD	**(250,000.00)**		**59,608.73**		**51,115.58**	**110,724.31**	**(95,575.78)**	**15,148.53**		**(154,424.22)**	**345,575.78**
Post-BPD payments:											
5/8/2025	(12,500.00)	118	-	118	-	-	(12,500.00)	2,648.53	345,575.78	-	345,575.78
5/12/2025	(12,500.00)	4	-	4	-	-	(2,648.53)	-	345,575.78	(9,851.47)	335,724.31
5/27/2025	(12,500.00)	15	-	15	-	-	-	-	335,724.31	(12,500.00)	323,224.31
Ending balance	**(37,500.00)**						**(15,148.53)**			**(22,351.47)**	**323,224.31**
TOTAL LOAN 1	**(287,500.00)**		**59,608.73**		**51,115.58**	**110,724.31**	**(110,724.31)**	-	**500,000.00**	**(176,775.69)**	**323,224.31**

LOAN 2 ($100,000) APPLICATION OF PAYMENTS

Payment		Ordinary Interest		Default Interest		Total	Interest	Remaining	Principal Balance		
Date	Amount	Days	Interest	Days	Interest	Interest	Paid	Int. Due	BOP	Reduction	EOP
5/14/2024	(8,333.33)	183	5,013.70	125	3,424.66	8,438.36	(8,333.33)	105.02	100,000.00	-	100,000.00
6/10/2024	(8,333.33)	27	739.73	27	739.73	1,479.45	(1,584.47)	-	100,000.00	(6,748.86)	93,251.14
7/16/2024	(8,333.33)	36	919.74	36	919.74	1,839.47	(1,839.47)	-	93,251.14	(6,493.86)	86,757.28
7/30/2024	(8,333.33)	14	332.77	14	332.77	665.54	(665.54)	-	86,757.28	(7,667.80)	79,089.48
8/26/2024	(8,333.33)	27	585.05	27	585.05	1,170.09	(1,170.09)	-	79,089.48	(7,163.24)	71,926.24
1/10/2025	(8,333.33)	137	2,699.70	137	2,699.70	5,399.39	(5,399.39)	-	71,926.24	(2,933.94)	68,992.30
3/31/2025	*BPD*	80	1,512.16	80	1,512.16	3,024.32	-	3,024.32	68,992.30	-	68,992.30
Balance as of BPD	**(50,000.00)**		**11,802.83**		**10,213.79**	**22,016.62**	**(18,992.30)**	**3,024.32**		**(31,007.70)**	**68,992.30**
Post-BPD payments:											
5/8/2025	(2,500.00)	118	-	118	-	-	(2,500.00)	524.32	68,992.30	-	68,992.30
5/12/2025	(2,500.00)	4	-	4	-	-	(524.32)	-	68,992.30	(1,975.68)	67,016.62
5/27/2025	(2,500.00)	15	-	15	-	-	-	-	67,016.62	(2,500.00)	64,516.62
Ending balance	**(7,500.00)**						**(3,024.32)**			**(4,475.68)**	**64,516.62**
TOTAL LOAN 2	**(57,500.00)**		**11,802.83**		**10,213.79**	**22,016.62**	**(22,016.62)**	-	**100,000.00**	**(35,483.38)**	**64,516.62**
TOTAL LOAN 1 & 2	**(345,000.00)**		**71,411.56**		**61,329.37**	**132,740.93**	**(132,740.93)**	-	**600,000.00**	**(212,259.07)**	**387,740.93**

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