

LIMITED GUARANTY

WHEREAS, on even date herewith, **NODUS FINANCE LLC**, ("Obligor") with principal address at [ADDRESS] is entering into and executing an Interest Bearing Non-Transferable Promissory Note ("**Promissory Note**") in favor of XXXXXXXXXXXXXXXXXXXX ("**Creditor**"), and the signatory below has agreed to execute and deliver this Guaranty as "**GUARANTOR**", to the extent provided in this Guaranty.

NOW, THEREFORE, as part of the agreements with the Creditor to accept the Promissory Note, and other valuable considerations the receipt of which is hereby acknowledged, the undersigned, hereby makes the following Guaranty and agreement with and in favor of the Creditor:

1. Limited Guaranty. GUARANTOR hereby irrevocably and unconditionally guarantees to CREDITOR, as and to the extent provided in Section 2 below, the payment of the principal amount set forth in the Promissory Note (the "**Guaranteed Obligation**") to the Creditor, provided that the maximum aggregate liability of the Guarantor hereunder, other than in connection with fraud in the inducement by the Guarantor in connection with Obligor entering into the Promissory Note or the Guarantor entering into this Limited Guaranty, shall not exceed the maximum amount of \$[]USD¹ (the "**Maximum Amount**"), it being understood that this Guaranty may not be enforced without giving effect to the Maximum Amount. Other than for fraud in the inducement by the Guarantor in connection with Obligor entering into the Promissory Note or the Guarantor entering into this Limited Guaranty, the Creditor hereby agrees that the Guarantor shall in no other event be required to pay to any person more than the Maximum Amount under, or in respect of, or in connection with this Limited Guaranty and the Guarantor shall not have any obligation or liability to any person relating to, arising out of or in connection with, this Limited Guaranty other than as expressly set forth herein.

2. Terms of Limited Guaranty.

(a) This Limited Guaranty is one of payment, not collection nor performance, and may only be brought against the Guarantor to enforce this Limited Guaranty if Obligor defaults or is unable to make the payments under the Promissory Note. If Obligor defaults or is unable to make the payments under the Promissory Note, the Guarantor will pay the Maximum Amount due to the Creditor under this Limited Guaranty.

(b) The liability of the Guarantor under this Limited Guaranty shall, to the fullest extent permitted under applicable Law, be absolute and unconditional, irrespective of:

(i) any release or discharge of any obligation of Obligor contained in the Promissory Note resulting from any change in the corporate existence, structure or ownership of Obligor, or any insolvency, bankruptcy, reorganization, liquidation, substantial sale or other similar proceeding affecting Obligor or any of its assets;

(ii) any amendment or modification of the Promissory Note made in accordance with the terms thereof (but in case of any modification to the Promissory Note, the obligations and liabilities of GUARANTOR hereunder shall be deemed modified in

of payment or performance, or any change or extension of the time of payment or performance of, renewal or alteration of, any Guaranteed Obligation, any escrow arrangement or other security therefor, any liability incurred directly or indirectly in respect thereof, or any amendment or waiver of or any consent to any departure from the terms of the Promissory Note or the documents entered into in connection therewith, in each case, made in accordance with the terms thereof;

(iii) the existence of any claim, set-off or other right that the Guarantor may have at any time against Obligor or the Creditor, whether in connection with any Guaranteed Obligation or otherwise;

(iv) any other act or omission that may or might in any manner or to any extent vary the risk of the Guarantor; or

(v) (a) the release or discharge of GUARANTOR in any creditor, receivership, bankruptcy, or other proceeding; (b) the impairment, limitation or modification of the liability of GUARANTOR, whether in bankruptcy or under any remedy or action resulting from the operation of any current or future provision of the bankruptcy laws applicable to GUARANTOR or any other similar statute, or from the decision of any court in any such proceeding; (c) the rejection or disaffirmance of the Promissory Note in any such proceedings; (d) the assignment or transfer of the Promissory Note by Obligor; (e) any disability or other defense of GUARANTOR; or (f) the limitation, discontinuance or termination, for any cause whatsoever, of the liability of GUARANTOR.

(c) The Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Creditor upon this Limited Guaranty or acceptance of this Limited Guaranty.

(d) The Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice.

(e) The Creditor shall not be obligated to file any claim relating to any Guaranteed Obligation in the event that Obligor becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Creditor to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to the Creditor in respect of any Guaranteed Obligation is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain liable hereunder with respect to the Guaranteed Obligation as if such payment had not been made.

(f) Except as otherwise set forth in this Limited Guaranty, when pursuing its rights and remedies hereunder against the Guarantor, the Creditor shall first pursue such rights and remedies it may have against Obligor under the Promissory Note and the Guaranteed Obligations or any right of offset with respect thereto. The failure by the Creditor to pursue such other rights or remedies or to collect any payments from Obligor or to realize upon or to exercise any such right of offset, and any release by the Creditor of Obligor or any right of offset, shall relieve the Guarantor of any liability hereunder, and shall impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Creditor.

or a substantial portion of its properties and other assets to any person such that (x) the sum of the Guarantor's remaining net assets is less than the Maximum Amount, or (y) the sum of Obligor's remaining net assets plus uncalled capital is less than the aggregate amount owed to the Migrated Creditors; then, and in each such case, the Creditor may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding (it being understood and agreed that the Creditor shall not be entitled to specific performance in respect of Obligor's obligations under the Promissory Note or by virtue of any statute, regulation or other applicable law, against such continuing or surviving entity or such person (in either case, a "**Successor Entity**"), as the case may be, but only to the extent of the liability of the Guarantor hereunder. Recourse against the Guarantor under this Limited Guaranty shall be the sole and exclusive remedy of the Creditor and all of its affiliates against the Guarantor and any Related Person (other than against Obligor) in respect of any liabilities or obligations arising under, or in connection with, the Promissory Note or the transactions contemplated thereby. The Creditor hereby covenants and agrees that it shall not institute, and shall cause its subsidiaries and affiliates not to institute, any proceeding or bring any other claim arising under, or in connection with, the Promissory Note or the transactions contemplated thereby, against the Guarantor or any Related Person (other than against Obligor), except for claims of the Creditor against the Guarantor or a Successor Entity under this Limited Guaranty. Nothing set forth in this Limited Guaranty shall affect any liability of Obligor to the Creditor or shall confer or give to any person other than the Creditor any rights or remedies against any person, including the Guarantor, except as expressly set forth herein. Notwithstanding anything in this Limited Guaranty to the contrary, this Limited Guaranty shall not limit the liability the Guarantor may have to the Creditor for fraud in the inducement in connection with entering into this Limited Guaranty, the Promissory Note or the transactions contemplated thereby.

4. Subrogation. The Guarantor will not exercise any rights of subrogation or contribution, reimbursement, exoneration or indemnification or any right to participate in any claim or remedy of the Creditor against any other person, whether arising by contract or operation of law (including without limitation any such right arising under bankruptcy or insolvency laws) or otherwise, including, without limitation, the right to take or receive from such person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right by reason of any payment or performance by it pursuant to the provisions of Section 1 hereof or the enforcement of the Guarantor's obligations hereunder unless and until the Guaranteed Obligations have been paid in full.

5. Termination. This Limited Guaranty shall terminate and the Guarantor shall have no further obligation under this Limited Guaranty upon the payment of the full amount owed by Obligor to Creditor under the Promissory Note in accordance with its terms. In the event that the Creditor or any affiliate of the Creditor asserts in any litigation relating to this Limited Guaranty that the provisions of Section 1 hereof limiting the Guarantor's liability to the Maximum Amount or the provisions of Section 3 hereof are illegal, invalid or unenforceable, in whole or in part, or asserts any theory of liability against the Guarantor or any of its affiliates (except Obligor) with respect to the transactions contemplated by the Promissory Note other than liability of the Guarantor under this Limited Guaranty (as limited by the provisions of Section 1), the obligations of the Guarantor under this Limited Guaranty shall terminate forthwith and shall thereupon be null and void.

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arising in whole or part under or in connection herewith will be governed by and construed in accordance with the laws of the State of Florida.

8. No Assignment. Neither the Guarantor nor the Creditor may assign its rights, interests or obligations hereunder to any other person (except by operation of law) without the prior written consent of the Creditor (in the case of an assignment by the Guarantor) or the Guarantor (in the case of an assignment by the Creditor).

9. Severability. If any provision of this Limited Guaranty, or any paragraph, sentence, clause, phrase or word therein, or the application thereof under any particular set of circumstances, is finally held (an appealable timeframe has lapsed) to be invalid or unlawful by a court with jurisdiction, the remainder of this Limited Guaranty shall be construed as if such invalid part were never included herein and shall remain in full force and effect.

10. Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Limited Guaranty must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by electronic communication (in which case, it will be effective upon the next business day after being sent (as recorded on the device from which the sender sent the email, unless the sender receives an automated message that the email has not been delivered), by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the next business day after being deposited with such courier service; in each case, to the address (or email address) listed below (or to such other address or email address as a party may designate by notice to the other parties):

If to Guarantor: [ADDRESS]

If to Creditor: [ADDRESS]

11. All payments hereunder shall be made in currency and coin of the United States of America which is legal tender for public and private debts at the time of payment.

12. Costs and expenses. Guarantor agrees to pay on demand all reasonable costs and expenses incurred by Creditor in enforcing this Limited Guaranty and collecting the Maximum Amount from Guarantor. These include, without limitation, the reasonable attorneys' fees incurred by Creditor in retaining counsel for advice, suit, appeal, any insolvency or other similar proceedings, or for any purpose related to this Limited Guaranty.

12. Amendments and Waivers. No amendment or waiver of any provision of this Limited Guaranty will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantor and the Creditor or, in the case of waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guaranty, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Limited Guaranty will operate as a waiver thereof.