

GUARANTY

_____, 2023

In order to induce Innovation Park TLH, Inc. DBA North Florida Innovation Labs (“**NFIL**”) to execute the foregoing Resident Membership Agreement (the “**Agreement**”) with _____ (“**Member**”), for a license to use certain Facilities and further to induce NFIL to provide certain Services to Member as described in the Agreement, the undersigned, (whether one or more than one) has guaranteed and by this instrument does hereby guarantee the payment and performance of all liabilities, obligations and duties (including, but not limited to, payment of the Monthly Membership Fee) imposed upon Member, its successors and assigns, under the terms of the Agreement, as if the undersigned has executed the Agreement as Member thereunder. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

If Member shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Member, under or pursuant to the Agreement, then the undersigned, at its expense, shall on demand of NFIL fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Member, and perform all the other covenants and obligations to be performed by Member, under or pursuant to the Agreement, and in addition shall on NFIL's demand pay to NFIL any and all sums due to NFIL, including (without limitation) all interest on past due obligations of Member, costs advanced by NFIL, and damages and all expenses (including attorneys' fees and litigation costs), that may arise in consequence of Member's default.

The undersigned hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Member under the Agreement, and waives diligence, presentment and suit on the part of NFIL in the enforcement of any liability, obligation or duty guaranteed hereby, and further waives all other suretyship defenses.

The undersigned further agrees that NFIL shall not be first required to enforce against Member or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by NFIL to enforce any liability, obligation or duty guaranteed hereby without joinder of Member or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Member by NFIL or agreed upon by NFIL and Member, and shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Member or its estate in bankruptcy, or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the United States Bankruptcy Code, or any similar law or statute of the United States or any State thereof. NFIL and Member, without notice to or consent by the undersigned, may at any time or times enter into such extensions, amendments, assignments, subleases, or other covenants respecting the Agreement as they may deem appropriate; and the undersigned shall not be released thereby, but shall continue

to be fully liable for the payment and performance of all liabilities, obligations and duties of Member under the Agreement as so extended, amended, assigned or otherwise modified.

It is understood that other agreements similar to this Guaranty may, at NFIL's sole option and discretion, be executed by other persons with respect to the Agreement. This Guaranty shall be cumulative of any such agreements and the liabilities and obligations of the undersigned hereunder shall in no event be affected or diminished by reason of such other agreements. Moreover, in the event NFIL obtains another signature of more than one guarantor on this page or by obtaining additional guaranty agreements, or both, the undersigned agrees that NFIL, in NFIL's sole discretion, may (i) bring suit against all guarantors of the Agreement jointly and severally or against any one or more of them, (ii) compromise or settle with any one or more of the guarantors for such consideration as NFIL may deem proper, and (iii) release one or more of the guarantors from liability. The undersigned further agrees that no such action shall impair the rights of NFIL to enforce the Agreement against any remaining guarantor or guarantors, including the undersigned. The undersigned irrevocably waives any and all rights the undersigned may have at any time (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against the Member on account of payments made under this Guaranty, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by the NFIL; and the undersigned will not claim any set-off or counterclaim against the Member in respect of any liability the undersigned may have to the Member.

The undersigned acknowledges receipt of good, valuable and sufficient consideration for its making of this Guaranty.

If the party executing this Guaranty is a corporation, then the undersigned officer personally represents and warrants that the Board of Directors of such corporation, in a duly held meeting, has determined that this Guaranty may reasonably be expected to benefit the corporation.

In case any one or more of the provisions of this Guaranty shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions shall be in no way affected, prejudiced, or disturbed thereby. The undersigned acknowledges that it is fully familiar with the terms, provisions and conditions of the Agreement and that its signature on this Guaranty shall also serve as its consent to and approval of the terms and provisions of the Agreement. This Guaranty or any of the provisions hereof cannot be modified, waived or terminated, unless in writing, signed by the NFIL. This is a guaranty of payment and performance.

The undersigned hereby agrees to submit to personal jurisdiction in the State of Florida for the enforcement of this Guaranty and waives any and all rights to object to such jurisdiction for the purposes of litigation to enforce this Guaranty except the right to appropriate notice and service of process. The undersigned hereby agrees that an action, suit or proceeding to enforce this Guaranty may be brought in any State or Federal Court in the State of Florida and hereby waives any objection which the undersigned may have to the laying of the venue of any such action, suit or proceeding in any such Court; provided, however, that the provisions of this paragraph shall not

be deemed to preclude NFIL from filing any such action, suit or proceeding in any other appropriate forum.

THE NFIL AND THE UNDERSIGNED HEREBY AGREE THAT IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER THE NFIL OR THE UNDERSIGNED AGAINST THE OTHER ARISING OUT OF THIS GUARANTY, THAT NFIL AND THE UNDERSIGNED SHALL AND DO HEREBY WAIVE A TRIAL BY JURY.

No subletting, assignment or other transfer of the Agreement, or any interest therein, shall operate to extinguish or diminish the liability of the undersigned under this Guaranty; and wherever reference is made to the liability of the Member named in the Agreement, such reference shall be deemed likewise to refer to the undersigned.

All payments becoming due under this Guaranty and not paid when due shall bear interest from the applicable due date until received by the NFIL at the maximum lawful interest rate permitted under applicable law.

The undersigned agrees that if NFIL shall employ an attorney to present, enforce or defend all of NFIL's rights or remedies hereunder, the undersigned shall pay any reasonable attorney's fees incurred by NFIL in such connection at all pre-trial, trial and appellate levels and post-judgment proceedings.

This agreement shall be binding upon the undersigned and the successors, heirs, executors and administrators of the undersigned, and shall inure to the benefit of NFIL and NFIL's heirs, executors, administrators, and assigns.

It shall be the Guarantor's responsibility to ensure that the NFIL has a current personal address on file for the Guarantor(s). Failure of the Guarantor(s) to provide an up-to-date personal address shall be considered a default under the Agreement.

(THIS AREA INTENTIONALLY LEFT BLANK)

EXECUTED, this ____ day of _____, 2023, to be effective the same day as the effective day of the Agreement.

GUARANTOR:

Signed, sealed and delivered
in the presence of:

Signature: _____

Witness #1 _____
(Signature)

(Print name)

Witness #2 _____
(Signature)

(Print name)

NOTARIAL CERTIFICATE - GUARANTOR

STATE OF _____

SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of () physical presence or () online notarization this ____ day of _____, 2023, by _____ who () is personally known to me or () has produced as evidence of identification and did not take an oath.

Signature Notary Public

My commission expires: _____

Name: _____
