

LIMITED GUARANTY

In connection with the Credit Line Agreement (the "Credit Agreement") between by **[Lender]**, a Delaware _____ ("Lender") to **[Startup]**, a Delaware corporation ("Borrower"), the undersigned guarantor signing below is an owner or partial owner of the Borrower ("Limited Guarantor"). The Limited Guarantor understands and agrees that he, she or it, (i) consents to the provisions set forth in the Credit Agreement, and shall (ii) shall be liable for the repayment of all obligations outstanding and due under the Credit Agreement. The Limited Guarantor shall not be liable for losses and/or damages caused by (x) Borrower's violation of any operating covenant set forth in the Credit Agreement, and (y) Borrower's gross negligence, willful misconduct, misrepresentation or fraud. Such Limited Guarantor will benefit by the transactions contemplated under this Agreement, and Lender executes the Credit Agreement based on such Limited Guarantor agreeing to this Limited Guaranty. This Limited Guaranty shall be governed by the laws of the State of California.

(If an entity)

(If an individual)

Entity name

(Signature)

(Signature of Representative)

(Name)

(Name of Representative)

(Title)

(Title)

Date: _____