

[REDACTED]

CONVERTIBLE PROMISSORY NOTE

\$ [REDACTED]

FOR VALUE RECEIVED, [REDACTED] a [REDACTED] S corporation (the “Company”), promises to pay to [REDACTED] (the “Investor”), or its registered assigns, in lawful money of the United States of America the principal sum of [REDACTED] dollars (\$ [REDACTED]) or such lesser amount as shall equal the outstanding principal amount hereof, together with interest from the date of this Note on the unpaid principal balance at a rate equal to [REDACTED] percent ([REDACTED]%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier of (i) [REDACTED] ([REDACTED]) month(s) from the date hereof (the “Maturity Date”), or (ii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts are declared due and payable by Investor or made automatically due and payable in accordance with the terms hereof.

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the acceptance of this Note, agrees:

1. Definitions. As used in this Note, the following capitalized terms have the following meanings:

(a) the “Company” includes the corporation initially executing this Note and any Person which shall succeed to or assume the obligations of the Company under this Note.

(b) “Event of Default” has the meaning given in Section 4 hereof.

(c) “Investor” shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the registered holder of this Note.

(d) “Obligations” shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to Investor of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of this Note and the Convertible Note Purchase Agreement, including, all interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

(e) “Person” shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

(f) “Target Valuation Share Price” shall equal the quotient obtained by dividing (i) \$ [REDACTED] (the “Target Valuation”) by (ii) the number of shares of Common Stock of the Company outstanding immediately prior to the conversion of this Note (assuming conversion of all securities convertible into Common Stock, exercise of all outstanding options and warrants to purchase Common Stock, and including the shares reserved or authorized for issuance under the Company’s existing stock option plan or any stock option plan to be adopted).

(g) “Transaction Documents” shall mean this Note and the Convertible Note Purchase Agreement.

2. Interest. Accrued interest on this Note shall be payable at the earlier of conversion or the Maturity Date.

3. Prepayment. Without the prior approval of the Investor, the Company may not prepay this Note at any time, in whole or in part. Any such approved prepayment will be applied first to the payment of expenses due under this Note, second to interest accrued on this Note and third, if the amount of prepayment exceeds the amount of all such expenses and accrued interest, to the payment of principal of this Note.

4. Events of Default. The occurrence of any of the following shall constitute an “Event of Default” under this Note and the other Transaction Documents:

(a) Failure to Pay. The Company shall fail to pay (i) when due any principal or interest payment on the due date hereunder or (ii) any other payment required under the terms of this Note on the date due and such payment shall not have been made within 5 days of the Company’s receipt of Investor’s written notice to the Company of such failure to pay;

(b) Breach of Transaction Documents. The Company commits a material breach of any other covenant contained in the Convertible Note Purchase Agreement or this Note and such breach continues for 30 days after the Company receives written notice of such material breach from an Investor.

(c) Voluntary Bankruptcy or Insolvency Proceedings. The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(d) Involuntary Bankruptcy or Insolvency Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings