[[COMPANY NAME]]

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
[[Date of Board Consent]]

In accordance with the Corporation Law of the State of [[Company State of Organization]] and the Bylaws of [[Company Name]], a [[Company State of Organization]] [[Company Entity Type]] (the “Company”), the undersigned, constituting all of the members of the Company’s Board of Directors (the “Board”), hereby take the following actions and adopt the following resolutions by unanimous written consent without a meeting:

1. **Sale and Issuance of Securities to [[Investor Name]]**

   **RESOLVED:** That in connection with an investment in the Company by [[Investor Name]] (“Investor”), the Company is authorized to sell and issue to Investor a warrant, exercisable for [[Number of Warrant Shares]] shares of the Company’s [[Name of Warrant Securities]] at an exercise price per share of [[Warrant Per Share Exercise Price]], at a purchase price of [[Total Purchase Price]] and on the terms and conditions set forth in the Warrant Purchase Agreement (the “Purchase Agreement”) and the Warrant (the “Warrant”), each substantially in the form made available herewith or previously approved by the Board.

   **RESOLVED FURTHER:** That the Board determines that the purchase price of [[Total Purchase Price]] in consideration for the Warrant constitutes full and adequate consideration for such Warrant.

   **RESOLVED FURTHER:** That, unless the Company or Investor otherwise require or unless prohibited by the Company’s governing documents or applicable law, the shares of the Company’s [[Name of Warrant Securities]] issued pursuant to the exercise of the Warrant (the “Warrant Stock”) shall be uncertificated shares and, upon the exercise of the Warrant, the Company is authorized and directed to issue a stock certificate or, in the case of uncertificated shares, a notice of issuance with respect to such shares substantially in the form made available herewith or previously approved by the Board, with such changes deemed necessary or advisable by the officers, in consultation with legal counsel.

   **RESOLVED FURTHER:** That [[Number of Warrant Shares]] shares of the Company’s [[Name of Warrant Securities]] are hereby set aside and reserved for issuance pursuant to the exercise of the Warrant, and that the issuance of [[Number of Warrant Shares]] shares of the Company’s [[Name of Warrant Securities]] upon payment of the exercise price set forth in the Warrant is hereby approved.
RESOLVED FURTHER: That the shares of the Company’s [[Name of Warrant Securities]] issuable upon exercise of the Warrant will be validly issued, fully paid and nonassessable when issued in accordance with the terms of the Warrant.

RESOLVED FURTHER: That the Purchase Agreement and the Warrant, with such changes as deemed necessary or advisable by the officers of the Company, in consultation with legal counsel, are each hereby adopted and approved.

RESOLVED FURTHER: That transfers of the Warrant or the Warrant Stock by the Investor to its affiliates are hereby approved, provided any such transfer is made in accordance with the terms and conditions of the Purchase Agreement and the Warrant.

RESOLVED FURTHER: That it is desirable and in the best interest of the Company that its securities be qualified or registered for sale in various states; that the President or any Vice President and the Secretary or any Assistant Secretary hereby are authorized to determine the states in which appropriate action shall be taken to qualify or register for sale all or such part of the securities of the Company as said officers may deem advisable; that said officers are hereby authorized to perform on behalf of the Company any and all such acts as they deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith to execute and file all requisite papers and documents, including, but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority from the Company and the approval and ratification by the Company of the papers and documents so executed and the action so taken.

RESOLVED FURTHER: That the securities sales authorized in these resolutions shall be conducted in such a manner as to qualify for the exemption from any applicable state requirements regarding registration of the sale of securities.

RESOLVED FURTHER: That the officers and their designees or agents are hereby authorized to perform on behalf of the Company any and all such acts as they deem necessary or advisable in order to comply with any applicable state laws, and in connection therewith to execute and file all requisite papers and documents, including, but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process.
2. **Omnibus Resolution**

**RESOLVED:** That each of the officers is authorized and empowered to take all such actions (including, without limitation, soliciting appropriate consents or waivers from stockholders) and to execute and deliver all such documents as may be necessary or advisable to carry out the intent and accomplish the purposes of the foregoing resolutions and to effect any transactions contemplated thereby and the performance of any such actions and the execution and delivery of any such documents shall be conclusive evidence of the approval of the Board thereof and all matters relating thereto.

[Signature Page Follows]
This action may be executed in writing, or consented to by electronic transmission, in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same action.

**DIRECTOR:**

[[Director Name]]

[[Director Signature Block]]

Date: [[Director Signature Date]]
BOARD CONSENT

EXHIBIT

FORM OF

WARRANT PURCHASE AGREEMENT
WARRANT PURCHASE AGREEMENT

This Warrant Purchase Agreement (this “Agreement”) is made as of __________ by and between [Company Name], a [[Company State of Organization]] [[Company Entity Type]] (the “Company”), and __________, a Delaware corporation (“Purchaser”).

1. Sale of Warrant. Subject to the terms and conditions of this Agreement, simultaneously with the execution and delivery of this Agreement by the parties or on such other date as the Company and Purchaser shall agree (the “Purchase Date”), the Company will issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, a warrant substantially in the form attached hereto as Exhibit A (the “Warrant”) to purchase __________ shares of the Company’s [[Name of Warrant Securities]] upon exercise of the Warrant for a total purchase price for such Warrant of __________ (the “Aggregate Purchase Price”). On the Purchase Date, Purchaser will deliver the Aggregate Purchase Price to the Company and the Company will enter the Warrant in Purchaser’s name as of such date in the books and records of the Company or, if applicable, a duly authorized transfer agent of the Company. The Warrant and the shares of [[Name of Warrant Securities]] issuable upon exercise of the Warrant (the “Warrant Stock”) shall be hereinafter collectively referred to as the “Securities”, which shall include all securities received in connection with the Securities pursuant to stock dividends or splits, all securities received in replacement of the Securities in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other property to which Purchaser is entitled by reason of Purchaser’s ownership of the Securities.

2. Consideration. As consideration for the Warrant, Purchaser will deliver the Aggregate Purchase Price by check made out to the Company or wire transfer to a bank account designated by the Company.

3. Limitations on Transfer. Purchaser will not assign, encumber or dispose of any interest in the Securities except in compliance with the provisions below and applicable securities laws.

   (a) Right of First Refusal. Before any Securities held by Purchaser or any transferee of Purchaser (either being sometimes referred to herein as the “Holder”) may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Securities on the terms and conditions set forth in this Section 3(a) (the “Right of First Refusal”). Notwithstanding the preceding sentence, if the Company’s Certificate of Incorporation or Bylaws (the “Charter Documents”) grant the Company a right of first refusal with respect to the transfer of the Company’s [[Name of Warrant Securities]] (the “Charter Restrictions”), the terms and conditions of the Charter Restrictions shall prevail, so long as the Charter Restrictions are applicable to all holders of the Company’s [[Name of Warrant Securities]].

   (i) Notice of Proposed Transfer. The Holder of the Securities shall deliver to the Company a written notice (the “Notice”) stating: (A) the Holder’s bona fide intention to sell or otherwise transfer such Securities; (B) the name of each proposed purchaser
or other transferee (“Proposed Transferee”); (C) the number of Securities to be transferred to each Proposed Transferee; and (D) the terms and conditions of each proposed sale or transfer, including (without limitation) the purchase price for such Securities (the “Transfer Purchase Price”). The Holder shall offer the Securities at the Transfer Purchase Price and upon the same terms (or terms as similar as reasonably possible) to the Company or its assignee(s).

(ii) **Exercise of Right of First Refusal.** At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase any or all of the Securities proposed to be transferred to any one or more of the Proposed Transferees, at the Transfer Purchase Price, provided that if the Transfer Purchase Price consists of no legal consideration (as, for example, in the case of a transfer by gift), the purchase price will be the fair market value of the Securities as determined in good faith by the Company’s Board of Directors. If the Transfer Purchase Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Company’s Board of Directors in good faith.

(iii) **Payment.** Payment of the Transfer Purchase Price shall be made, at the election of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness, or by any combination thereof within 60 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(iv) **Holder’s Right to Transfer.** If any of the Securities proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 3(a), then the Holder may sell or otherwise transfer any unpurchased Securities to that Proposed Transferee at the Transfer Purchase Price or at a higher price, provided that such sale or other transfer is consummated within 120 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section 3 shall continue to apply to the Securities in the hands of such Proposed Transferee. The Company, in consultation with its legal counsel, may require the Holder to provide an opinion of counsel evidencing compliance with applicable securities laws. If the Securities described in the Notice are not transferred to the Proposed Transferee within such period, or if the Holder proposes to change the price or other terms to make them more favorable to the Proposed Transferee, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Securities held by the Holder may be sold or otherwise transferred.

(b) **Exception for Certain Affiliate Transfers.** Notwithstanding anything to the contrary contained in Section 3(a) hereof or, if applicable, the Charter Restrictions, provided that the number of record holders of the Securities following any transfer of the Securities does not exceed 5, the transfer of any or all of the Securities to an Affiliate (as defined below) of Purchaser shall be exempt from the provisions of Section 3(a) hereof and, if applicable, the Company hereby irrevocably waives any right of first refusal it has with respect to such transfer. In such case, the Affiliate shall receive and hold the Securities so transferred subject to the provisions of this Agreement, and there shall be no further transfer of such Securities except in accordance with the terms of this Section 3. On the date of any such transfer, the Company will enter the transferred Securities in such Affiliate’s name as of such date in the books and records.
of the Company or, if applicable, will deliver the transferred Securities to a duly authorized transfer agent of the Company. As used herein, “Affiliate” means any entity or person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Purchaser or its Affiliates including, without limitation, any managing member, officer or director of Purchaser, or any fund now or hereafter existing which is an Affiliate of Purchaser or its Affiliates. In accordance with this subsection and notwithstanding anything to the contrary contained in this Agreement, the Warrant or the Charter Restrictions, the Company consents to the transfer of the Warrant and the Warrant Stock by Purchaser to its Affiliate, [Investor Affiliate Name], a Delaware limited liability company, and the Company irrevocably waives any right of first refusal and any other transfer restrictions it has with respect to such transfer, whether such restrictions arise pursuant to this Agreement, the Warrant, the Charter Documents or otherwise, provided that such Affiliate agrees in writing to be bound by the terms and conditions of this Agreement and the Warrant, including the limitations on transfer of the Securities set forth in Section 3 of this Agreement.

(c) **Company’s Right to Purchase upon Involuntary Transfer.** In the event, at any time after the date of this Agreement, of any transfer by operation of law or other involuntary transfer of all or a portion of the Securities by the record holder thereof, the Company shall have the right to purchase any or all of the Securities transferred at the fair market value of the Securities on the date of transfer (as determined by the Company). Upon such a transfer, the Holder shall promptly notify the Secretary of the Company of such transfer. The right to purchase such Securities shall be provided to the Company for a period of 30 days following receipt by the Company of written notice from the Holder.

(d) **Assignment.** The right of the Company to purchase any part of the Securities may be assigned in whole or in part to any holder or holders of capital stock of the Company or other persons or organizations.

(e) **Restrictions Binding on Transferees.** All transferees of Securities or any interest therein will receive and hold such Securities or interest subject to the provisions of this Agreement. Any sale or transfer of the Securities shall be void unless the provisions of this Agreement are satisfied.

(f) **Termination of Rights.** The Right of First Refusal granted the Company by Section 3(a) above, the right to repurchase the Securities in the event of an involuntary transfer granted the Company by Section 3(c) above and any secondary right of first refusal granted pursuant to Section 3(h) below shall terminate upon (i) the first sale of [[Name of Warrant Securities]] of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act") (other than a registration statement relating solely to the issuance of [[Name of Warrant Securities]] pursuant to a business combination or an employee incentive or benefit plan) or (ii) any transfer or conversion of Securities made pursuant to a statutory merger or statutory consolidation of the Company with or into another corporation or corporations where (x) the consideration consists solely of cash, or (y) if the consideration consists in whole or in part of stock, the common stock of the surviving corporation or any direct or indirect parent corporation thereof is registered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

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(g) **Lock-up Agreement.** If so requested by the Company or the underwriters in connection with the initial public offering of the Company’s securities registered under the Securities Act of 1933, as amended, Purchaser shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company however or whenever acquired (except for those being registered) without the prior written consent of the Company or such underwriters, as the case may be, for 180 days from the effective date of the registration statement, plus such additional period, to the extent required by FINRA rules, up to a maximum of 216 days from the effective date of the registration statement, and Purchaser shall execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of such offering.

(h) **Investors’ Right of First Refusal.** If so requested by the Company, Purchaser agrees, subject to the Company’s primary right of first refusal described in subsection (a) above, that the Securities may be subject to a secondary right of first refusal in favor of the Company’s preferred stock investors and agrees to execute and deliver to the Company and its preferred stock investors a written agreement regarding such investors’ secondary right of first refusal, provided that the terms of such agreement are reasonable (as determined by Purchaser in its reasonable discretion), (ii) do not subject the Securities to a right of co-sale in favor of any preferred stock investor, other securityholder of the Company, or any third party and (iii) exempt transfers to Purchaser Affiliates from such investors’ secondary right of first refusal.

4. **Company Representations.** In connection with the sale of the Warrant, the Company represents to Purchaser the following:

(a) **Authorization.** That (i) the Company is a [[Company Entity Type]] duly organized, validly existing and in good standing under the laws of the state of [[Company State of Organization]] and has all requisite corporate power and authority to carry on its business as presently conducted or proposed to be conducted, (ii) all corporate action on the part of the Company, its officers, directors and holders of capital stock necessary for the authorization, execution and delivery of this Agreement and the authorization, issuance and delivery of the Warrant and the Warrant Stock has been taken, and (iii) this Agreement and the Warrant, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and laws relating to the availability of specific performance, injunctive relief, or other equitable remedies (the “Enforceability Exceptions”).

(b) **Capitalization.** The fully diluted capitalization of the Company as of immediately prior to the execution of this Agreement is equal to __________ shares of the Company’s [[Name of Warrant Securities]], assuming the full grant of all shares of [[Name of Warrant Securities]] reserved for issuance under stock incentive plans and the full exercise and conversion into [[Name of Warrant Securities]] of all exercisable and convertible securities (other than convertible promissory notes that are convertible into shares of equity securities in connection with the Company’s next bona fide equity financing). The Company has authorized and reserved for issuance upon exercise of the Warrant __________ shares of [[Name of Warrant Securities]]. The Warrant sold and delivered in accordance with the terms hereof for the
consideration expressed herein will be duly and validly issued, fully paid and nonassessable. The Warrant Stock has been duly and validly reserved for issuance, and upon issuance in accordance with the terms of the Warrant, will be duly and validly issued, fully paid and nonassessable.

5. **Purchaser Representations.** In connection with the purchase of the Warrant, Purchaser represents to the Company the following:

   (a) **Authorization.** Purchaser has full power and authority to enter into this Agreement and the Warrant. This Agreement and the Warrant, when executed and delivered by Purchaser, will constitute valid and legally binding obligations of Purchaser, enforceable in accordance with their terms, except as limited by the Enforceability Exceptions.

   (b) **Investment Intent.** Purchaser is purchasing the Warrant for investment for Purchaser’s own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.

   (c) **Accredited Investor; Investor Qualification.** Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act and agrees to submit to the Company such further assurances of such status as may be reasonably requested by the Company. Purchaser is experienced in investing in securities of emerging growth companies and acknowledges that Purchaser is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities.

   (d) **Restricted Securities.** Purchaser understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser’s representations as expressed herein. Purchaser understands that the Securities are “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Purchaser must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Purchaser acknowledges that the Company has no obligation to register or qualify the Securities for resale. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Purchaser’s control, and which the Company is under no obligation and may not be able to satisfy. Purchaser understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Securities.

6. **Restrictive Legends and Stop-Transfer Orders.**

   (a) **Legends.** Any stock certificate, notice of issuance (in the case of uncertificated securities) or other instrument for the Securities, shall bear the following legends
(as well as any legends required by applicable state and federal corporate and securities laws or the Charter Documents):

(i) “THE SECURITIES REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.”

(ii) “THE SECURITIES REFERENCED HEREIN MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER, A COPY OF WHICH IS ON FILE WITH AND MAY BE OBTAINED FROM THE SECRETARY OF THE COMPANY AT NO CHARGE.”

(b) **Stop-Transfer Notices.** Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Securities that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Securities or, if applicable, to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Securities shall have been so transferred.

(d) **Legend Removal.** When all of the following events have occurred, the Securities will no longer be subject to the legend specified in Section 6(a)(ii) and the Company will remove any stop-transfer notices associated with the transfer restrictions imposed by this Agreement:

(i) the termination of the Right of First Refusal; and

(ii) the expiration or termination of the lock-up provisions of Section 3(g) (and of any agreement entered pursuant to Section 3(g)).

After such time and upon Holder’s request, a new stock certificate, notice of issuance (in the case of uncertificated securities) or other instrument for the Securities, shall be issued without the legend specified in Section 6(a)(ii) and delivered to such Holder.

7. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with
the laws of the [[Governing Law Jurisdiction]], without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the [[Governing Law Jurisdiction]] and agree that any such litigation shall be conducted only in the courts of the [[Governing Law Jurisdiction]] or the federal courts of the United States located in the [[Governing Law Jurisdiction]] and no other courts.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party’s address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company’s books and records.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.
(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

(i) **Electronic Delivery.** The parties hereby consent to receive by email any documents related to this Agreement or any notices required by applicable law or the Company’s Certificate of Incorporation or Bylaws.

(j) **California Corporate Securities Law.** THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT. THIS SECTION SHALL HAVE NO EFFECT UNLESS THE SALE OF SECURITIES CONTEMPLATED IN THIS AGREEMENT IS SUBJECT TO SECTION 25110 OF THE CALIFORNIA CORPORATIONS CODE.

[Signature Page Follows]
The parties have executed this Warrant Purchase Agreement as of the date first set forth above.

The Company:

____________________
The parties have executed this Warrant Purchase Agreement as of the date first set forth above.

Purchaser:

____________________
WARRANT PURCHASE AGREEMENT

EXHIBIT A

FORM OF [NAME OF WARRANT SECURITIES] WARRANT
THE SECURITIES REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

THE SECURITIES REFERENCED HEREIN MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, A COPY OF WHICH IS ON FILE WITH AND MAY BE OBTAINED FROM THE SECRETARY OF THE COMPANY AT NO CHARGE.

[[COMPANY NAME]]

[[NAME OF WARRANT SECURITIES]] WARRANT

<table>
<thead>
<tr>
<th>Holder</th>
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<tbody>
<tr>
<td>Number of Shares of Warrant Stock</td>
<td>____________ shares of [[Name of Warrant Securities]] (subject to adjustment)</td>
</tr>
<tr>
<td>Purchase Price</td>
<td></td>
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<tr>
<td>Issuance Date of Warrant</td>
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<tr>
<td>Void After</td>
<td>5:00 p.m., California local time, on the 10 year anniversary of the Issuance Date of Warrant</td>
</tr>
</tbody>
</table>

[[Company Name]], a [[Company State of Organization]] [[Company Entity Type]] (the “Company”), for value received, hereby certifies that the Holder named above, or its registered assigns (the “Registered Holder”), is entitled, subject to the terms set forth below, to purchase from the Company, at any time after the date hereof and on or before the Expiration Date (as defined in Section 6) ____________ shares of [[Name of Warrant Securities]] of the Company (the “Warrant Stock”) at a price of ____________ per share (subject to adjustment as provided herein) (the “Purchase Price”). This Warrant is issued pursuant to, and is subject to the terms and conditions of, the Warrant Purchase Agreement by and between the Company and the Registered Holder dated as of the date hereof (the “Purchase Agreement”), including the including the terms and conditions of the limitations on transfer of this Warrant and the securities issuable upon exercise of this Warrant set forth in Section 3 of the Purchase Agreement.

1. **Number of Shares.** Subject to the terms and conditions hereinafter set forth, the Registered Holder is entitled, upon receipt by the Company of proper instructions for the cancellation of this Warrant, to purchase from the Company the Number of Shares of Warrant Stock set forth above (subject to adjustment as provided herein).

2. **Exercise.**

   (a) **Manner of Exercise.** This Warrant may be exercised by the Registered Holder, in whole or in part, by delivering to the Company proper instructions for the cancellation
of this Warrant in respect of the number of shares of Warrant Stock purchased upon such exercise and the purchase/exercise form substantially in the form appended hereto as Exhibit A, duly executed by such Registered Holder or by such Registered Holder’s duly authorized attorney, accompanied by payment in full of the Purchase Price payable in respect of the number of shares of Warrant Stock purchased upon such exercise. The Purchase Price may be paid by cash, check, wire transfer, or by the cancellation or surrender of promissory notes or other instruments representing indebtedness of the Company to the Registered Holder.

(b) **Effective Time of Exercise.** Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which the Company receives proper instructions for the cancellation of this Warrant as provided in Section 2(a). At such time, the person or persons in whose name or names any stock certificates, or notices of issuance in the case of uncertificated stock, for the Warrant Stock shall be issuable upon such exercise as provided in Section 2(d) shall be deemed to have become the holder or holders of record of the Warrant Stock referenced in such stock certificates or notices of issuance.

(c) **Net Issue Exercise.**

(i) In lieu of exercising this Warrant in the manner provided in Section 2(a), the Registered Holder may elect to receive shares equal to the value of this Warrant (or the portion thereof being canceled) by delivering to the Company proper instructions for the cancellation of this Warrant together with notice of such election on the purchase/exercise form appended hereto as Exhibit A duly executed by such Registered Holder or such Registered Holder’s duly authorized attorney, in which event the Company shall issue to such Registered Holder a number of shares of Warrant Stock computed using the following formula:

\[
X = \frac{Y (A - B)}{A}
\]

Where

- \(X\) = The number of shares of Warrant Stock to be issued to the Registered Holder.
- \(Y\) = The number of shares of Warrant Stock purchasable under this Warrant (at the date of such calculation).
- \(A\) = The fair market value of one share of Warrant Stock (at the date of such calculation).
- \(B\) = The Purchase Price (as adjusted to the date of such calculation).

(ii) For purposes of this Section 2(c), the fair market value of Warrant Stock on the date of calculation shall mean with respect to each share of Warrant Stock:

1. if the exercise is in connection with an initial public offering of the Company’s [[Name of Warrant Securities]], and if the Company’s Registration Statement relating to such public offering has been declared effective by the Securities and Exchange Commission, then the fair market value shall be the initial “Price to Public” per share specified in the final prospectus with respect to the offering;
(2) if this Warrant is exercised after, and not in connection with, the Company’s initial public offering, and if the Company’s [[Name of Warrant Securities]] is traded on a securities exchange or actively traded over-the-counter:

a. if the Company’s [[Name of Warrant Securities]] is traded on a securities exchange, the fair market value shall be deemed to be the average of the closing prices over a thirty (30) day period ending three days before date of calculation; or

b. if the Company’s [[Name of Warrant Securities]] is actively traded over-the-counter, the fair market value shall be deemed to be the average of the closing bid or sales price (whichever is applicable) over the thirty (30) day period ending three days before the date of calculation or

(3) if neither (A) nor (B) is applicable, the fair market value of Warrant Stock shall be at the highest price per share which the Company could obtain on the date of calculation from a willing buyer (not a current employee or director) for shares of Warrant Stock sold by the Company, from authorized but unissued shares, as determined in good faith by the Board of Directors, unless the Company is at such time subject to an acquisition as described in Section 6(c), in which case the fair market value of Warrant Stock shall be deemed to be the value received by the holders of such stock pursuant to such acquisition.

(d) Delivery to Holder. As soon as practicable after the exercise of this Warrant in whole or in part, and in any event within ten (10) days thereafter, the Company at its expense will cause to be issued in the name of, and delivered to, the Registered Holder, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct:

(i) if the Company’s stock is certificated, a certificate or certificates for the number of shares of Warrant Stock to which such Registered Holder shall be entitled,

(ii) if the Company’s stock is uncertificated, a notice or notices referencing the issuance of the number of shares of Warrant Stock to which such Registered Holder shall be entitled, and

(iii) in case such exercise is in part only, a new warrant or warrants (dated the date hereof) of like tenor, calling in the aggregate on the face or faces thereof for the number of shares of Warrant Stock equal (without giving effect to any adjustment therein) to the number of such shares called for on the face of this Warrant minus the number of such shares purchased by the Registered Holder upon such exercise as provided in Sections 2(a) or 2(c).

3. Adjustments.

(a) Stock Splits and Dividends. If the Company’s outstanding shares of the same class as the Warrant Stock shall be subdivided into a greater number of shares or a dividend in the Company’s shares of the same class as the Warrant Stock shall be paid in respect of the Company’s shares of the same class as the Warrant Stock, the Purchase Price in effect immediately prior to such subdivision or at the record date of such dividend shall simultaneously with the effectiveness of such subdivision or immediately after the record date of such dividend be proportionately reduced. If the Company’s outstanding shares of the same class as the
Warrant Stock shall be combined into a smaller number of shares, the Purchase Price in effect immediately prior to such combination shall, simultaneously with the effectiveness of such combination, be proportionately increased. When any adjustment is required to be made in the Purchase Price, the number of shares of Warrant Stock purchasable upon the exercise of this Warrant shall be changed to the number determined by dividing (i) an amount equal to the number of shares issuable upon the exercise of this Warrant immediately prior to such adjustment, multiplied by the Purchase Price in effect immediately prior to such adjustment, by (ii) the Purchase Price in effect immediately after such adjustment.

(b) **Reclassification, Etc.** In case there occurs any reclassification or change of the outstanding securities of the Company or of any reorganization of the Company (or any other corporation the stock or securities of which are at the time receivable upon the exercise of this Warrant) or any similar corporate reorganization on or after the date hereof, then and in each such case the Registered Holder, upon the exercise hereof at any time after the consummation of such reclassification, change, or reorganization shall be entitled to receive, in lieu of the stock or other securities and property receivable upon the exercise hereof prior to such consummation, the stock or other securities or property to which such Holder would have been entitled upon such consummation if such Holder had exercised this Warrant immediately prior thereto, all subject to further adjustment pursuant to the provisions of this Section 3.

(c) **Adjustment Certificate.** When any adjustment is required to be made in the Warrant Stock or the Purchase Price pursuant to this Section 3, the Company shall promptly provide to the Registered Holder, in accordance with Section 15(e), a certificate setting forth (i) a brief statement of the facts requiring such adjustment, (ii) the Purchase Price after such adjustment and (iii) the kind and amount of stock or other securities or property into which this Warrant shall be exercisable after such adjustment.

4. **Transfers, Restrictive Legends and Warrant Register.**

(a) **Transferability.** Each holder of this Warrant or Warrant Stock shall receive and hold the Warrant or Warrant Stock subject to this Warrant and the Purchase Agreement, and there shall be no further transfer of the Warrant or Warrant Stock except in accordance with the terms of this Warrant, the Purchase Agreement (including Section 3 regarding Limitations on Transfers) and applicable securities laws. Subject to the foregoing, this Warrant and all rights hereunder are transferable, in whole or in part, upon receipt by the Company of proper instructions for the cession of this Warrant with a properly executed assignment (in the form of Exhibit B hereto).

(b) **Legends.** This Warrant and securities issuable upon exercise of this Warrant shall bear restrictive legends provided for in the Purchase Agreement (including Section 6 thereof) and the Registered Holder agrees that, in order to ensure compliance with the legend and transfer restrictions referred to in this Warrant and the Purchase Agreement, the Company may issue appropriate “stop transfer” instructions.

(c) **Warrant Register.** This Warrant is in book entry form only and is transferrable only on the books of the Company. The Company will maintain a register containing the names and addresses of the Registered Holders of this Warrant. Until any transfer
of this Warrant is made in the warrant register, the Company may treat the Registered Holder of this Warrant as the absolute owner hereof for all purposes. Any Registered Holder may change such Registered Holder’s address as shown on the warrant register by written notice to the Company requesting such change.

5. **No Impairment.** The Company will not, by amendment of its charter or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will (subject to Section 15(c)) at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holder of this Warrant against impairment.

6. **Termination.** This Warrant (and the right to purchase securities upon exercise hereof) shall terminate upon the earliest to occur of the following (the “Expiration Date”):

   (a) the 10 year anniversary of the date of issuance first set forth above, or

   (b) the closing of a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act, in connection with which all of the shares of the Company’s Preferred Stock are converted to [[Name of Warrant Securities]] as set forth in the Company’s Certificate of Incorporation, or

   (c) the sale, conveyance or disposal of all or substantially all of the Company’s property or business or the Company’s merger with or into or consolidation with any other corporation (other than a wholly-owned subsidiary of the Company) or any other transaction or series of related transactions in which more than fifty percent (50%) of the voting securities of the Company is disposed of, provided that this Section 6(c) shall not apply to a merger effected exclusively for the purpose of changing the domicile of the Company or to an equity financing in which the Company is the surviving corporation.

7. **Notices of Certain Transactions.** In case:

   (a) the Company shall take a record of the holders of its outstanding stock of the same class as the Warrant Stock (or other stock or securities at the time deliverable upon the exercise of this Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right, to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right,

   (b) of any capital reorganization of the Company, any reclassification of the capital stock of the Company, any consolidation or merger of the Company, any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the surviving entity), or any transfer of all or substantially all of the assets of the Company, or

   (c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company,
then, and in each such case, the Company will provide the Registered Holder of this Warrant a notice specifying, as the case may be, (i) the date on which a record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, winding-up, redemption or conversion is to take place, and the time, if any is to be fixed, as of which the holders of record of the Company’s outstanding stock of the same class as the Warrant Stock (or such other stock or securities at the time deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, winding-up, redemption or conversion) are to be determined. Such notice shall be provided pursuant to Section 15(e) at least ten (10) days prior to the record date or effective date for the event specified in such notice.

8. **Reservation of Stock.** The Company will at all times reserve and keep available, solely for the issuance and delivery upon the exercise of this Warrant, such shares of Warrant Stock and other stock, securities and property, as from time to time shall be issuable upon the exercise of this Warrant.

9. **Exchange of Warrants.** Upon receipt by the Company of proper cancellation or transfer instructions from the Registered Holder of any Warrant or Warrants, duly executed by such Registered Holder or by such Registered Holder’s duly authorized attorney, the Company will, subject to the provisions of Section 4, issue and deliver to or upon the order of such Registered Holder, at the Company’s expense, a new Warrant or Warrants of like tenor, in the name of such Registered Holder or as such Registered Holder (upon payment by such Registered Holder of any applicable transfer taxes) may direct, calling in the aggregate on the face or faces thereof for the number of shares of Warrant Stock called for on the face or faces of the Warrant or Warrants so cancelled or transferred.

10. **Replacement of Warrants.** Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of an indemnity agreement (with surety if reasonably required) in an amount reasonably satisfactory to the Company, or (in the case of mutilation) upon surrender and cancelation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of like tenor.

11. **No Rights as Stockholder.** Until the exercise of this Warrant, the Registered Holder of this Warrant shall not have or exercise any rights by virtue hereof as a stockholder of the Company.

12. **No Fractional Shares.** No fractional shares of Warrant Stock will be issued in connection with any exercise hereunder. In lieu of any fractional shares which would otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the fair market value of one share of Warrant Stock on the date of exercise, as determined in good faith by the Company’s Board of Directors.

13. **Survival of Representations.** Unless otherwise set forth in this Warrant, the representations, warranties and covenants contained in or made pursuant to this Warrant shall survive the execution and delivery of this Warrant.
14. **Attorney’s Fees.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of this Warrant, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

15. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Warrant, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the [[Governing Law Jurisdiction]], without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from this Warrant, the parties hereby submit and consent to the exclusive jurisdiction of the [[Governing Law Jurisdiction]] and agree that any such litigation shall be conducted only in the courts of the [[Governing Law Jurisdiction]] or the federal courts of the United States located in the [[Governing Law Jurisdiction]] and no other courts.

(b) **Entire Agreement.** This Warrant sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Warrant, nor any waiver of any rights under this Warrant, shall be effective unless in writing signed by the Company and the Registered Holder. No delay or failure to require performance of any provision of this Warrant shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** The terms and conditions of this Warrant shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Warrant shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party’s address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company’s books and records.

(f) **Severability.** If one or more provisions of this Warrant are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Warrant, (ii) the balance of this Warrant shall be interpreted as if such provision were so excluded and (iii) the balance of this Warrant shall be enforceable in accordance with its terms.

(g) **Construction.** This Warrant is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly,
this Warrant shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) **Counterparts.** This Warrant may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

(i) **Electronic Delivery.** The parties hereby consent to receive by email any documents related to this Warrant or any notices required by applicable law or the Company’s Certificate of Incorporation or Bylaws.

(j) **California Corporate Securities Law.** THE SECURITIES REPRESENTED BY THIS WARRANT HAVE NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT. THIS SECTION SHALL HAVE NO EFFECT UNLESS THE SALE OF SECURITIES CONTEMPLATED IN THIS AGREEMENT IS SUBJECT TO SECTION 25110 OF THE CALIFORNIA CORPORATIONS CODE.

[Signature Page Follows]
The parties have executed this [[Name of Warrant Securities]] Warrant as of the date first set forth above.

The Company:

____________________
The parties have executed this [[Name of Warrant Securities]] Warrant as of the date first set forth above.

Registered Holder: ____________________
**[[NAME OF WARRANT SECURITIES]] WARRANT**

**EXHIBIT A**

**PURCHASE/EXERCISE FORM**

To:  [[Company Name]]

Dated: ________________

The undersigned, pursuant to the provisions set forth in the Warrant issued by [[Company Name]], a [[Company State of Organization]] [[Company Entity Type]] (the “Company”) to ________________, a ________________ ________________ and dated as of ________________, hereby irrevocably elects to (a) purchase ________________ shares of the capital stock covered by such Warrant (the “Warrant Stock”) and herewith makes payment of ________________, representing the full purchase price for such shares at the price per share provided for in such Warrant, or (b) exercise such Warrant for ________________ shares purchasable under the Warrant pursuant to the Net Issue Exercise provisions of Section 2(c) of such Warrant.

The undersigned acknowledges that it has reviewed the representations and warranties of the Registered Holder set forth in the Purchase Agreement (as defined in the Warrant) and by its signature below hereby makes such representations and warranties to the Company. Defined terms contained in such representations and warranties shall have the meanings assigned to them in the Purchase Agreement, provided that the term “Purchaser” shall refer to the undersigned and the term “Securities” shall refer to the Warrant Stock (and any securities issued by the Company upon conversion or exchange thereof).

The undersigned further acknowledges that it has reviewed the transfer restrictions set forth in the Purchase Agreement (including the Company Right of First Refusal and the Lockup Agreement) and agrees to be bound by such provisions.

**ACKNOWLEDGED AND AGREED TO BY THE HOLDER:**

______________________________

(Holder)

By: ____________________________

(Signature)

Name: ____________________________

Title: ____________________________

Address: ____________________________

Email: ____________________________
### EXHIBIT B

**ASSIGNMENT FORM**

FOR VALUE RECEIVED, ___________________________ hereby sells, assigns and transfers all of the rights of the undersigned under the attached Warrant with respect to the number of shares of capital stock covered thereby set forth below, unto:

<table>
<thead>
<tr>
<th>Name of Assignee</th>
<th>Address/Facsimile Number</th>
<th>No. of Shares</th>
</tr>
</thead>
</table>

ACKNOWLEDGED AND AGREED TO BY THE HOLDER:

__________________________
(Holder)

By: _______________________
(Signature)

Name: ____________________
Title: ____________________
Address: __________________
Email: ____________________
<table>
<thead>
<tr>
<th>Name of Company Bank:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Bank Account Number:</td>
<td></td>
</tr>
<tr>
<td>ABA Routing Number:</td>
<td></td>
</tr>
<tr>
<td>Additional Wire Instructions, if any:</td>
<td></td>
</tr>
</tbody>
</table>
BOARD CONSENT

EXHIBIT

FORM OF

NOTICE OF ISSUANCE
NOTICE OF ISSUANCE OF STOCK

* ____________________ * Shares of [[Name of Warrant Securities]]

[[Company Name]]

A [[Company State of Organization]] [[Company Entity Type]]

______________________ is the record holder of ___________________ shares of
[[Name of Warrant Securities]] of [[Company Name]], a [[Company State of Organization]]
[[Company Entity Type]] (the “Company”), issued on __________________, transferable
only on the books of the Company by the holder, in person, or by duly authorized attorney, upon
delivery of a properly endorsed stock power.

Such shares are issued and shall be held subject to all the provisions of the Certificate of
Incorporation and the Bylaws of the Company and any amendments thereto, copies of which are
on file at the principal office of the Company and made a part hereof as fully as though the
provisions of said Certificate of Incorporation and Bylaws were imprinted in full on this notice,
to all of which the holder of this notice, by acceptance hereof, assents.

A statement of all of the rights, preferences, privileges and restrictions granted to or
imposed upon the respective classes and/or series of shares of stock of the Company and upon
the holders thereof may be obtained by any stockholder upon request and without charge, at the
principal office of the Company, and the Company will furnish any stockholder, upon request
and without charge, a copy of such statement.
RESTRICTIVE LEGEND(S)

THE SECURITIES REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

THE SHARES REFERENCED HEREIN MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH AND MAY BE OBTAINED FROM THE SECRETARY OF THE COMPANY AT NO CHARGE.