

**THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. THIS NOTE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR QUALIFICATION OR AN EXEMPTION THEREFROM UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS.**

AMENDED AND RESTATED PROMISSORY NOTE

Principal Amount:

October \_\_\_, 2017

US\$60,750,429

**FOR VALUE RECEIVED**, ANDREY BLOKH, a citizen of the Russian Federation and the United States of America, born on 31 January 1964, holding USA passport number [REDACTED] (the "Maker"), hereby promises to pay to CETUS INVESTMENTS LIMITED, a company organized under the laws of the British Virgin Islands with its registered office at [REDACTED] [REDACTED] Road Town, Tortola, British Virgin Islands, or its permitted successors or assigns (the "Holder"), the amount set out above as the Principal Amount (as defined below) and to pay interest on the outstanding Principal Amount at the Interest Rate (as defined below) from the applicable Issuance Date (as defined below) until the same becomes due and payable, whether on the Maturity Date (as defined below), or by acceleration, redemption or otherwise, in each case in accordance with the terms hereof. This Promissory Note (this "Note") is subject to the following terms and conditions.

1. **Payment of Principal; Maturity Date.** On December 28, 2021 (the "Maturity Date"), the Maker shall pay to the Holder an amount in cash equal to (i) the Initial Principal Amount plus all accrued but unpaid interest thereon plus (ii) the Additional Principal Amount plus all accrued but unpaid interest thereon.

The "Initial Principal Amount" shall mean an amount equal to \$50,750,000, as such amount shall have been increased pursuant to Section 2 below. The "Additional Principal Amount" shall mean an amount equal to \$10,000,429, as such amount shall have been increased pursuant to Section 2 below. The Initial Principal Amount and the Additional Principal Amount shall collectively be referred to as the "Principal Amount". Upon receipt of payment in full of all amounts due to the Holder hereunder, the Holder shall surrender this Note to the Maker or its external counsel.

2. **Interest.** Interest on the Principal Amount of this Note shall commence accruing on (i) with respect to the Initial Principal Amount, December 28, 2016 (the "Initial Issuance Date") and (ii) with respect to the Additional Principal Amount, on the date hereof (the "Additional Issuance Date", and together with the Initial Issuance Date, each an "Issuance Date") and shall be computed on the basis of actual calendar days elapsed and a year of 360 days. Interest on the Initial Principal Amount shall be due and payable on each anniversary of the Initial Issuance Date and Interest on the Additional Principal Amount shall be due and payable on each anniversary of the Additional Issuance Date (each such date, an "Interest Payment Date"). On each applicable Interest Payment Date, the Interest due for such period will be capitalized and the applicable Principal Amount shall be automatically increased to reflect the same. Interest shall accrue at a rate of nine percent (9%) per annum during the period commencing on the applicable Issuance Date and ending on the day immediately preceding the Maturity Date (the "Interest Rate") If at any time and for any reason the interest rate payable on this Note shall exceed the maximum rate of interest permitted to be charged by Holder to Maker under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law.

3. **Seniority of Note.** This Note shall rank senior with respect to the right of payment to any and all other Indebtedness (as further defined) of the Maker (“**Other Indebtedness**”), unless the Maker receives the prior written consent of the Holder, to otherwise incur Indebtedness senior to or *pari passu* with this Note. This Note is issued subject to the provisions of this Section 3 and each person taking or holding this Note, accepts and agrees to be bound by these provisions.

For the purposes of this Section 3, “**Indebtedness**” means: (a) all liabilities for borrowed money, whether current or funded, secured or unsecured, all obligations evidenced by bonds, debentures, notes or similar instruments, and all liabilities in respect of mandatorily redeemable or purchasable capital stock or securities convertible into capital stock; (b) all liabilities for the principal amount of the deferred and unpaid purchase price of real property and equipment that have been delivered; (c) all liabilities in respect of any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which liabilities are required to be classified and accounted for under GAAP as capital leases; (d) all liabilities for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction securing obligations of a type described in clauses (a), (b) or (c) above to the extent of the obligation secured; and (e) all liabilities as guarantor of obligations of any other person of a type described in clauses (a), (b), (c) or (d) above, to the extent of the obligation guaranteed; provided that Indebtedness shall not mean liabilities incurred in connection with a residential mortgage or home equity loan on a primary or secondary residence, any consumer loans (including but not limited to any auto loan, auto lease, credit card or revolving line of credit), any personal debts or in respect of education-related loans for members of his immediate family.

If there shall occur any receivership, insolvency, assignment for the benefit of creditors, bankruptcy, reorganization, or arrangements with creditors (whether or not pursuant to bankruptcy or other insolvency laws), sale of all or substantially all of the assets, dissolution, liquidation, or any other marshalling of the assets and liabilities of the Maker, (i) no amount shall be paid by the Maker in respect of the principal balance, interest on or other amounts due with respect to the Other Indebtedness at the time outstanding, unless and until the principal and interest and other amounts payable in respect of this Note then outstanding shall be paid in full, and (ii) no claim or proof of claim shall be filed with the Maker by or on behalf of any party that shall assert any right to receive any payments in respect of the principal balance and interest and other amounts payable on the Other Indebtedness except subject to the payment in full of the principal of and interest and other amounts payable in respect of this Note then outstanding.

4. **Use of Proceeds.** The Maker hereby covenants to and agrees with the Holder that net proceeds from this Note shall only be used by the Maker as follows:
- (a) The net proceeds of the Initial Principal Amount shall be used to pay for purchase of 3,214,559 shares of Common Stock par value \$0.00001 per share in PalliaTech, Inc. (a Delaware corporation).
  - (b) The net proceeds of the Additional Principal Amount shall be used to pay the purchase of 418,253 shares of Common Stock par value \$0.00001 per share in PalliaTech, Inc. (a Delaware corporation) (together with the shares described in clause (a) above, the “Shares”).
5. **Security.** This Note and all obligations thereunder shall be secured by the pledge of the Shares in favor of the Holder pursuant to the Stock Pledge Agreement dated as of

December 28, 2016 and amended and restated as of the date hereof (as further amended, restated or otherwise modified, the “Stock Pledge Agreement”).

6. **Acceleration for Bankruptcy.** All Principal Amounts and Interest shall become immediately due and payable upon the commission of any act of bankruptcy by the Maker, the execution by the Maker of a general assignment for the benefit of creditors, the filing by or against the Maker of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Maker.
7. **Place of Payment; Application of Payment Amounts.** All payments shall be made in lawful money of the United States of America, in immediately available funds, at such place as the Holder hereof may from time to time designate in writing to the Maker. Payment shall be credited first to the payment of interest on overdue interest to the date of payment, second to the payment of interest on overdue Principal Amount to the date of payment, third to the payment of accrued Interest then due and payable (including any accrued overdue interest) to the date of payment, fourth, to the payment of the Initial Principal Amount past due and fifth to the payment of the Additional Principal Amount then due.
8. **Early Prepayment.** The Maker may, on not less than thirty (30) days’ prior notice to the Holder at any time prepay all or any part of the Principal Amount and all accrued but unpaid interest thereon. The Additional Principal Amount may only be prepaid once the Initial Principal Amount has been repaid in full, together with all accrued but unpaid interest thereon. In case of any partial prepayment, (i) the Maker shall issue a replacement note to the Holder reflecting the reduced principal amount and upon receipt thereof, the Holder shall return this Note to the Maker for cancellation and (ii) respective amount shall be credited first to the payment of accrued Interest and second to the payment of Principal Amount.
9. **Events of Default.** Each of the following shall constitute an event of default (referred to herein as an “Event of Default”), whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any governmental entity.
  - (a) Failure by the Maker to make any payment due under this Note;
  - (b) The Maker fails to pay any portion, when such portion is due, of any of its Indebtedness in excess of \$5,000,000 (other than under this Note) or breaches or defaults in the performance of any agreement or instrument by which any such Indebtedness is issued, evidenced, governed, or secured, and any such failure, breach or default continues beyond any applicable period of grace provided therefor;
  - (c) A final judgment or judgments for the payment of money aggregating in excess of \$5,000,000 are rendered against the Maker and which judgment is not, within sixty (60) days after the entry thereof, bonded discharged or stayed pending appeal or are not discharged within sixty (60) days after the expiration of such stay; provided, however, that any judgment which is covered by insurance or an indemnity from a credit worthy party shall not be included in calculating the amounts set forth above so long as the Maker receives such proceeds of insurance or indemnity within sixty (60) days of the issuance of such judgment;

- (d) Breach by the Maker of any of its covenants under this Note or the Stock Pledge Agreement;
- (e) Any representation, warranty or certification made by the Maker in this Note or the Stock Pledge Agreement shall prove to have been false or incorrect in any material respect on the date or dates as of which made; or
- (f) The Maker shall: (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of any part of its property; (ii) become subject to the appointment of a receiver, trustee, custodian or liquidator for any part of its property; (iii) make an assignment for the benefit of creditors; (iv) fail generally or admit in writing to its inability to pay its debts as they become due; (v) institute any proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, or file a petition or answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law, or file an answer admitting the material allegations of a bankruptcy, reorganization or insolvency petition filed against him; or (vi) become subject to any involuntary proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, or have an order for relief entered against him in any proceeding under the United States Bankruptcy Code.

10. **Rights upon Event of Default.**

- (a) If any Event of Default shall occur for any reason, whether voluntary or involuntary, and be continuing, the Holder may, upon notice or demand, declare all outstanding indebtedness under this Note to be due and payable, whereupon all outstanding indebtedness under this Note shall be and become immediately due and payable (including in respect of both the Initial Principal Amount and the Additional Principal Amount), and the Maker shall immediately pay to the Holder all such indebtedness. Upon the occurrence of an actual or deemed entry of an order for relief with respect to the Maker under the United States Bankruptcy Code, then all indebtedness under this Note shall automatically be due immediately without notice of any kind. The Maker agrees to pay the Holder all out-of-pocket costs and expenses incurred by such Holder in any effort to collect indebtedness under this Note, including attorneys' fees, and to pay interest at the lesser of: (A) the Interest Rate; and (B) the highest rate permitted by applicable law, on such costs and expenses to the extent not paid when demanded.
- (b) The Holder shall also have any other rights which the Holder may have been afforded under any contract or agreement at any time and any other rights which Holder may have pursuant to applicable law. The Holder may exercise any such rights contemporaneously or separately from the exercise of any other remedies hereunder or under applicable law.

11. **Transfer; Successors and Assigns.** The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the Maker and the Holder. Neither this Note nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party; provided that, without the prior written consent of the Maker, the Holder may assign its rights, interests and obligations under this Note to its respective successors or Affiliates. In this Note:

“Affiliate” means in relation to any person, any other person directly or indirectly Controlled by, or Controlling of, or under common Control with, that person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust and, in the case of an individual, his or her spouse or civil partner, and his or her grandparents (and those of his spouse or civil partner) and all descendants of those grandparents; and (without limitation to the generality of the foregoing) with respect to any person directly or indirectly Controlled by a trust (a “Controlling Trust”), an “Affiliate” of that person includes any beneficiary of such Controlling Trust and any other person directly or indirectly Controlled by, or under common Control, with (a) a beneficiary of such Controlling Trust; or (b) a separate trust, with a beneficiary in common with such Controlling Trust.

“Control” means the power of a person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person or otherwise) that the affairs of such other person are conducted in accordance with his or its wishes and “Controlled” and “Controlling” shall be construed accordingly.

12. **Governing Law; Arbitration.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the Maker and the Holder hereunder shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law. Any dispute, controversy or claim arising out of or related to this Note shall be resolved by binding, final and confidential arbitration administered by the International Centre for Dispute Resolution (“ICDR”) in accordance with its International Arbitration Rules. The seat and place of arbitration shall be New York, New York. The applicable law shall be the laws of the State of New York. Judgment on the award may be entered by any court having jurisdiction thereof. The number of arbitrators shall be three (3). The language of the arbitration shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all other parties to the arbitration. It is the intent of the Maker and the Holder that, barring extraordinary circumstances, arbitration proceedings will be concluded within six (6) months from the date the arbitral tribunal has been appointed. The Maker and the Holder and their representatives shall exercise their best efforts to comply with such intent and, at the time of appointment, each arbitrator will undertake to make a reasonable effort to comply with such intent. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award. Either party may seek interim relief (including by way of an interim injunction) in any appropriate court at any time, before or after the arbitral tribunal has been formed up until the arbitral tribunal has made its final award. This arbitration clause shall be separately enforceable.
13. **Notices.** Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), addressed to the party to be notified at such party’s address or fax number as set forth on the signature page, which address or fax number may be subsequently modified by written notice to the other party, or if no address is specified on the signature page, at the most recent address the Maker has communicated to the Holder.
14. **Amendments and Waivers.** Any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular

instance and either retroactively or prospectively), only with the written consent of the Maker and the Holder.

15. **Entire Agreement.** This Note constitute the entire agreement between the Maker and the Holder pertaining to the subject matter hereof, and supersedes any and all other written or oral agreements existing between the Maker and the Holder with respect to the subject matter hereof.
16. **Limited Recourse** In the absence of fraud or willful misconduct on the part of the Maker, the Maker's liability under this Note and the Holder's recourse to the Maker shall be limited solely to amounts recovered by the Holder in enforcing the Stock Pledge Agreement and/or otherwise recovered in respect of the Shares (the "Enforcement Proceeds"), and the Holder agrees that, other than the Enforcement Proceeds, the Holder shall have no recourse to any other assets of the Maker in order to satisfy the Maker's liability under this Note.
17. **Counterparts.** This Note may be executed in any number of counterparts, each of which when executed and delivered (including by fax or electronic commission) shall be deemed to be an original and all of which together shall constitute a single agreement.
18. **Interest Rate Limitation.** It is the intention of the Maker and the Holder that this Note, and all other instruments securing the payment of this Note or executed or delivered in connection herewith, shall comply with applicable law. Notwithstanding anything to the contrary contained in this Note, the interest paid or agreed to be paid under this Note shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If the Holder shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal remaining owed under this Note or, if it exceeds such unpaid principal, refunded to the Maker. In determining whether the interest contracted for, charged, or received by the Holder exceeds the Maximum Rate, the Holder may, to the extent permitted by applicable law: (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of this Note.
19. **Action to Collect on Note.** If action is instituted to collect on this Note, the Maker promises to pay all costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
20. **Loss of Note.** Upon receipt by the Maker of evidence satisfactory to him of the loss, theft, destruction or mutilation of this Note or any note exchanged for it, and indemnity satisfactory to the Maker (in case of loss, theft or destruction) or surrender and cancellation of such note (in the case of mutilation), the Maker shall make and deliver in lieu of such note a new note of like tenor.
21. **Remedies Cumulative; Failure or Indulgence Not a Waiver.** The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note. No failure or delay on the part of Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.
22. **Amendment and Restatement.** This Note amends and restates in its entirety that certain Promissory Note, dated as of December 28, 2016, by the Maker in favor of the

Holder (the "Existing Note"), and the Existing Note shall thereafter be of no further force and effect, except to evidence (i) the incurrence by the Maker of the obligations under the Existing Note and the security interest granted by the Maker to secure such obligations and (ii) any action or omission performed or required to be performed pursuant to such Existing Note prior to the Effective Date. The amendment and restatement set forth herein shall not cure any breach thereof or any Event of Default under the Existing Note prior to the Effective Date. Notwithstanding anything to the contrary herein, this Note is not intended to constitute a novation of the obligations and liabilities existing under the Existing Note or evidence payment of all or any portion of such obligations and liabilities, and the security interest granted in connection therewith shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Maker has executed this Note as of the date first set forth above.

**MAKER:**

**ANDREY BLOKH**

\_\_\_\_\_  
Andrey Blokh

Address: [REDACTED]  
[REDACTED] Moscovskaya oblast, the  
Russian Federation, 143085 Fax No: N/A

With a copy to:

Email: [REDACTED]  
For the attention of: Natalia Krizhanovskaya

**AGREED TO AND ACCEPTED BY:**

**THE HOLDER:**

**CETUS INVESTMENTS LIMITED**

By: 

Name: *Cetus Investments Limited*

Title: *Director*

Address:

[REDACTED]  
[REDACTED] Road Town, Tortola, BVI

Fax No:

Attention: Directors

With a copy to: Emmanouil Roidi, [REDACTED] Limassol, Cyprus

Fax No: [REDACTED]