

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\$24,000,426

FOR VALUE RECEIVED, LAFAYETTE, LLC, a company organized under the laws of Delaware with its registered office at [REDACTED] Wilmington, Delaware 19808 (the “Company”), hereby promises to pay to Cetus Investments Limited, a company organized under the laws of British Virgin Islands with its registered office at Coastal Building, [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 applicable 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 November 10, 2020 (the “Initial Loan Maturity Date”), the Company shall pay to the Holder an amount in cash equal to the Initial Principal Amount plus all accrued but unpaid interest thereon. On the fourth (4th) anniversary of the date of this Note (the “Additional Loan Maturity Date” and, together with the Initial Loan Maturity Date, each a “Maturity Date”), the Company shall pay to the Holder an amount in cash equal to the Additional Principal Amount plus all accrued but unpaid interest thereon.

The “Initial Principal Amount” shall mean an amount equal to \$13,999,997, 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 Company 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, November 10, 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 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 eight percent (8%) (net of any withholding) per annum during the period commencing on the applicable Issuance Date and ending on the Final Repayment Date (the “Interest Rate”); provided that upon the occurrence and during the continuance of

any Event of Default hereunder, default interest (“**Default Interest**”) shall accrue at a rate equal to ten percent (10%) (net of any withholding) per annum, which shall be immediately payable on demand by the Holder, until such time as no such Event of Default shall be continuing. Default Interest (if unpaid) will be capitalized on the last Business Day of each month, and the applicable Principal Amount shall be automatically increased to reflect the same, but will remain immediately due and payable. 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 Company under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law. “**Final Repayment Date**” means the date on which the final amount of the Note, together with all accrued and unpaid interest (including, for the avoidance of doubt, all Default Interest) and all other amounts outstanding hereunder, is actually repaid by the Company to the Holder in accordance with the terms and provisions of this Note.

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 Company (“**Other Indebtedness**”), unless the Company 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.

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 Company, (i) no amount shall be paid by the Company 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 Company 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 Company hereby covenants to and agrees with the Holder that net proceeds from this Note shall only be used by the Company as follows:

- (a) The net proceeds of the Initial Principal Amount shall be used to pay for the purchase of 878,557 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 for 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 Amended and Restated Stock Pledge Agreement (the “Stock Pledge Agreement”) that shall be executed by the Company and the Holder on or around the date hereof.
- 6. **Acceleration for Bankruptcy.** All Principal Amounts and Interest shall become immediately and automatically due and payable upon (1) the occurrence of an Event of Default under Section 9(f)(i), (ii), (iii), or (v) or (2) the occurrence of an Event of Default under Section 9(f)(vi) and such proceeding or petition has continued undismissed and unstayed for a period of 60 days or more or an order or decree approving such proceeding or petition has been entered.
- 7. **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 Company. 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 and fifth to the payment of the Additional Principal Amount then due. All such payments shall be made free and clear of any deduction, set-off or withholding for any reason, except that if the Company is required to make any deduction, set-off or withholding for any reason, it will pay such additional amounts as shall ensure receipt by Holder of the full amount that the Holder would have received but for the deduction, set-off or withholding. If the Company is required to make any such deduction, set-off or withholding by law, it shall make that deduction, set-off or withholding and any payment required in connection therewith within the time allowed and in the minimum amount required by law. Within thirty (30) calendar days of making any such deduction, set-off or withholding or any payment required in connection therewith, the Company shall deliver to the Holder evidence reasonably satisfactory to it that such deduction, set-off or withholding has been made or (as applicable) any appropriate payment paid to the relevant taxing authority. The Company shall (within three (3) Business Days of demand by the Holder) pay to the Holder an amount equal to the loss, liability or cost which the Holder determines will be or has been (directly or indirectly) suffered for or on account of Tax (including any stamp duty, registration and other similar Taxes) by the Holder in respect of this Note and any payments hereunder. The Holder may set off any matured obligation due from the Company hereunder against any matured obligation owed by the Holder to that the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Holder may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. Any amounts owed by the Company hereunder shall be considered paid on the value date on which the respective amount is credited to the account of the Holder as confirmed by an extract from the Holder’s account

8. **Early Prepayment.** The Company 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 Company 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 Company for cancellation and (ii) respective amount shall be credited first to the payment of accrued Interest and second to the payment of Principal Amount. If, in any applicable jurisdiction, at any time, it becomes unlawful for the Holder to perform any of its obligations as contemplated hereunder or to fund or maintain its participation in the Note: (i) the Holder shall promptly notify the Company upon becoming aware of that event and the Holder will not be required to advance any amounts to the Company; and (ii) the Holder may require at any time the Company to repay the Note, together with accrued interest (including all Default Interest, if any) and all other amounts accrued hereunder, by giving not less than seven (7) calendar days' prior written notice to the Company.
9. **Conditions Precedent:** Holder's obligations to advance the Principal Amounts to the Company shall be subject to the satisfaction (in the Holder's sole and absolute discretion) of the following conditions precedent (the date such conditions are satisfied or waived, the "Effective Date"):
- (a) **Executed Counterparts:** The Holder shall have received executed copies of this Note, the Stock Pledge Agreement and the Waiver of Right of First Offer and Right of First Refusal, dated on or around the date hereof, by and among the Holder, the Company, Medtech International Group LLC, Andrey Blokh and (except with respect to the Waiver of Right of First Offer and First Refusal) PalliaTech, Inc.;
 - (b) **Share Certificates:** The Holder shall have received certificates representing the Shares, accompanied by undated stock powers executed in blank;
 - (c) **Corporate Documents.** (u) Copies of the organizational documents of the Company, certified as of a recent date by the appropriate governmental official, and operating agreement of the Company, (w) signature and incumbency certificates of the officers of such Person executing the Note and the Stock Pledge Agreement, (x) resolutions of the board of directors or similar governing body of the Company approving and authorizing the execution, delivery and performance of this Note and the Stock Pledge Agreement, certified as of the date hereof by its secretary or an assistant secretary as being in full force and effect without modification or amendment, (y) a good standing certificate from the applicable governmental authority of the Company's jurisdiction of incorporation, organization or formation, dated a recent date prior to the Effective Date, and (z) such other documents and certificates as the Holder may reasonably request;
 - (d) **No Default.** No Default is existing or continuing, or would result from the advance. "**Default**") means an Event of Default or any event or circumstance specified in Section 13 which would (with the expiry of a grace period, the giving of notice, the making of any determination hereunder Documents or any combination of any of the foregoing) be an Event of Default.

The conditions specified in this Section 9 are inserted solely for the Holder's benefit and the Holder may waive them, in whole or in part and without or without

conditions, without prejudicing the Holder's right to require subsequent fulfillment of such conditions.

10. **Representations and Warranties.** The Company represents and warrants to the Holder, as of the date hereof and on each Interest Payment Date that:

- (a) The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to own its property and to carry on its business as presently conducted and proposed to be conducted.
- (b) The Company has the power and authority to own its assets and carry on its business as it is being conducted and proposed to be conducted.
- (c) The Company has full power and authority and has taken all necessary actions to authorize entering into, executing and delivering this Note and the Stock Pledge Agreement, and performing its obligations hereunder and thereunder.
- (d) This Note and the Stock Pledge Agreement have been duly and validly executed;
- (e) The execution, delivery and performance of this Note and the Stock Pledge Agreement does not violate or conflict with any law or regulation applicable to the Company, its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets, and does not create, or impose an obligation on it to create any security over its assets;
- (f) The Company's obligations under this Note and the Stock Pledge Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms, and (without limiting the generality of the foregoing) the Stock Pledge Agreement creates the security interest that it purports to create and that security interest is valid and effective;
- (g) The choice of governing law in this Note and the Stock Pledge Agreement will be recognized and enforced in each relevant jurisdiction, and any arbitral award obtained in relation to this Note or the Stock Pledge Agreement will be recognized and enforced in the relevant jurisdiction;
- (h) The Company has obtained all authorizations required or desirable in connection with the entry into, performance, validity, enforceability and admissibility in evidence of, and transactions contemplated by, this Note and the Stock Pledge Agreement, and all such authorizations are in full force and effect;
- (i) No limits on the power of the Company will be exceeded as a result of the borrowing, grant of security, giving of guarantees or indemnitees contemplated by this Note or the Stock Pledge Agreement;
- (j) The Company has received independent legal advice as to the nature and extent of its obligations under this Note and the Stock Pledge Agreement;
- (k) No limited liability company action, legal proceeding or other procedure or step for insolvency proceedings or creditors' process has been taken or, to its knowledge, threatened in relation to the Company or any of its subsidiaries;

- (l) No Event of Default is continuing under this Note or the Stock Pledge Agreement, and no other event or circumstances is outstanding which constitutes a default under any agreement or instrument which is binding on the Company or its assets which might have a Material Adverse Effect (as defined below).
- (m) All information (“Information”) supplied by or on behalf of the Company under or in connection with this Note and the Stock Pledge Agreement prior to the execution of such documents was true, complete and accurate in all respects at its date and did not omit any information which, if disclosed, might adversely affect the Holder’s decision to enter into the Note or Stock Pledge Agreement. Nothing has occurred since the date of the Information, taken as a whole, which renders it untrue or misleading in any respect.
- (n) The security interest created over the Shares in favor of Holder shall be a first priority security interest and is not subject to any prior ranking or *pari passu* ranking security;
- (o) Under the laws of the jurisdiction of the Company’s organization it is not necessary that this Note or the Stock Pledge Agreement be filed, recorded or enrolled with any court or other authority or that any stamp, registration or similar tax be paid on or in relation to such Note or Stock Pledge Agreement or the transactions contemplated thereby;
- (p) All amounts payable by the Company under this Note may be made without any deduction or withholding for or on account of tax from a payment under this Note;
- (q) The Company’s payment obligations under this note rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors;
- (r) The Company has not breached any law or regulation, and no practice, procedure or policy employed or proposed to be employed by the Company in the conduct of its business, violates any law, regulation, judgment, agreement, order or decree applicable to it which, if enforced, would result in a Material Adverse Effect.
- (s) The Company is not overdue in the filing of any tax returns and is not overdue in the payment of any amount in respect of tax; no claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to taxes such that a material liability is reasonably likely to arise;
- (t) The Company is not party to any Indebtedness except Indebtedness under this Note;
- (u) The Company has its “center of main interests” in the State of Florida;
- (v) The execution by it of this Note and the Stock Pledge Agreement, and the exercise by the Company of its rights and performance of its obligations thereunder will constitute private and commercial acts performed for private and commercial purposes and it will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of organization;
- (w) No litigation, arbitration or administrative proceeding of or before any court, arbitral body or agency has commenced, and no claims or investigations are (to

the best of the Company's knowledge) being made or conducted, against the Company or any of its subsidiaries;

- (x) No judgment or order of a court, arbitral tribunal, or other tribunal or any order or sanction of any government or other regulatory body has been made against the Company or its assets;
- (y) The Company is solvent and does not intend to incur, or believe that it has incurred, debts beyond its ability to pay such debts as they mature. The Company is not contemplating the appointment of insolvency, bankruptcy, liquidation or consolidation proceedings or the appointment of a receiver, liquidator, conservator, trustee or similar official in respect of the Company or any of its assets; and
- (z) The Company is not required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

11. **Covenants.** So long as any amounts remain outstanding under this Note, the Company agrees that it shall:

- (a) provide to the Holder, promptly (but in any event within five (5) business days) upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Company or any of its assets;
- (b) provide to the Holder, promptly (but in any event within five (5) business days) upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against the Company or its assets;
- (c) promptly following any request from the Holder, provide the Holder with such further information regarding the financial condition, business and operations of the Company as may be reasonably necessary or desirable to determine the compliance by the Company with the terms of this Note and the Stock Pledge Agreement and the ability of the Company to perform its obligations thereunder;
- (d) provide to the Holder all documents provided by the Company to any of its creditors at generally the same time they are provided or promptly thereafter;
- (e) notify the Holder of any Event of Default (and the steps, if any, being taken to remedy it) promptly (but in any event within one (1) business day) upon becoming aware of its occurrence; and
- (f) without limitation to the generality of paragraph (e) above, promptly notify the Holder if any representation or warranty by the Company in this Note or any other document delivered by or on its behalf under or in connection with this Note is or proves to have been inaccurate, incomplete or misleading in any material respect at the time it was made or repeated.

12. **Further Assurances.** At Company's reasonable expense, the Company shall do all acts, furnish to the Holder all agreements, consents, instruments or other documents and do or cause to be done all such other similar things, in each case as Holder may reasonably request from time to time in order to give full effect to the purpose and provisions of this Note. If the Company fails to perform any act required by this Note,

the Holder may perform, or cause performance of, such act, and the expenses of the Holder therewith shall be reimbursed by the Company upon demand by the Holder.

13. **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 Company to make any payment due under this Note;
 - (b) The Company fails to pay any portion, when such portion is due, of any of its Indebtedness in excess of \$500,000 (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: (i) \$500,000 are rendered against the Company; or (ii) \$250,000 are rendered against any of the officers or directors of the Company and which judgment are not, within sixty (30) days after the entry thereof, bonded discharged or stayed pending appeal or are not discharged within sixty (30) 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 Company receives such proceeds of insurance or indemnity within sixty (30) days of the issuance of such judgment;
 - (d) Breach by the Company of any of its covenants under this Note or the Stock Pledge Agreement;
 - (e) Any representation, warranty or certification made by the Company 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;
 - (f) The Company shall: (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of itself or any part of its property; (ii) become subject to the appointment of a receiver, trustee, custodian or liquidator for itself or 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 it; 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 it in any proceeding under the United States Bankruptcy Code;
 - (g) The Company shall: (i) liquidate, wind up or dissolve (or suffer any liquidation, wind-up or dissolution); (ii) suspend its operations other than in the ordinary

course of business; or (iii) take any action to authorize any of the actions or events set forth above in this paragraph 13(g);

- (h) A Change of Control shall occur. For purposes of this Note, “Change of Control” means that the Company shall, directly or indirectly, in one or more related transactions, (a) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, (b) sell, assign, lease, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (c) consummate a stock purchase agreement or other business combination (including a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby, after such transaction, Mr. Boris Jordan owns less than 100% of the direct legal and beneficial interests in the Company.
- (i) The security interest created under the Stock Pledge Agreement ceases to be a legal, valid, binding and enforceable obligation, or otherwise ceases to be effective; or
- (j) Any event or series of events occurs which, in the opinion of Holder, has or is likely to have a material adverse effect on the validity or enforceability of this Note or the Stock Pledge Agreement, or the rights or remedies of Holder thereunder (collectively, a “Material Adverse Effect”).

14. **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 Company 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 Company under the United States Bankruptcy Code, then all indebtedness under this Note shall automatically be due immediately without notice of any kind. The Company 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.

15. **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 Company 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 Company, the Holder may assign its rights, interests and obligations under this Note to any of its 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.

16. **Governing Law; Arbitration.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the Company 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 Company 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 Company 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.
17. **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), or forty-eight (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 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 set forth in the Company’s books and records.
18. **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 Company and the Holder.

19. **Entire Agreement.** This Note constitute the entire agreement between the Company and the Holder pertaining to the subject matter hereof, and supersedes any and all other written or oral agreements existing between the Company and the Holder with respect to the subject matter hereof.
20. **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.
21. **Interest Rate Limitation.** It is the intention of the Company 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 Company. 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.
22. **Costs.** The Company shall, within seven (7) Business Days of demand, pay to the Holder the amount of all costs and expenses (including legal fees) incurred by the Holder: (i) in connection with the negotiation, preparation, printing and execution of this Note, the Stock Pledge Agreement and any related or ancillary documents (including, without limitation, the costs and fees of the US legal counsel instructed by the Holder to advise in respect of this Note) not to exceed \$15,000; (ii) in connection with the enforcement of, or the preservation of any rights under, this Note and the Stock Pledge Agreement and any proceedings instituted by or against the Holder as a consequence of enforcing these rights.
23. **Calculations and Certificates.** In any litigation or arbitration proceedings arising out of or in connection with this Note, the entries made in the accounts maintained by the Holder are prima facie evidence of the matters to which they relate. Any certification or determination by the Holder of a rate or amount or valuation under this Note or the Stock Pledge Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relate
24. **Rights of the Holder.** The Holder may, at any time, delegate by power of attorney or otherwise to any person all or any of the rights, powers and discretions vested in it under this Note and the Stock Pledge Agreement upon such terms and for such periods of time as it may think fit and it may determine any such delegation at any time. References in the Note and the Stock Pledge Agreement to the Holder or the Secured Party will, where the context so admits, include references to any delegates so appointed. The Holder will not be liable to the Company for any loss or damage arising from any act, default, omission or misconduct of any such delegate to any greater extent that, if the Holder had itself exercised the rights, powers, and discretions delegated to such delegate and which gave rise to such losses or damages.

25. **Action to Collect on Note.** If action is instituted to collect on this Note, the Company promises to pay all costs and expenses, including reasonable attorney's fees, incurred in connection with such action. The Holder shall not be liable for any losses arising in connection with the exercise or purported exercise of any of its rights, powers and discretions in good faith hereunder, unless caused by fraud or willful misconduct on its part.
26. **Loss of Note.** Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any note exchanged for it, and indemnity satisfactory to the Company (in case of loss, theft or destruction) or surrender and cancellation of such note (in the case of mutilation), the Company shall make and deliver in lieu of such note a new note of like tenor.
27. **Severability.** Any provision of this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
28. **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. The Company hereby waives diligence, presentment, demand of payment, protest, notice of intent to accelerate, notice of acceleration and all other notices and demands whatsoever with respect to such liabilities and obligations or to any action under this Note, except as specifically provided for in this Note. The Company further agrees that it shall remain liable for all amounts due hereunder notwithstanding any extension of time or any change in the terms of payment of this Note granted by the Holder, or any delay or failure by the Holder to exercise any rights hereunder.
29. **Confidentiality.** Each party agrees and covenants to keep the existence, contents and substance of this Note and the transactions contemplated hereby ("**Confidential Information**") confidential, and not (otherwise than with the consent of the other party or as may be required to effect dispute resolution pursuant to Section 16 (Governing Law; Arbitration)) to disclose, or to allow disclosure by its respective Affiliates, directors, officers, employees, agents or representatives of Confidential Information to any third party other than such party's accountants, auditors, legal and financial advisors (who shall undertake a like duty of confidentiality, for the fulfilment of which duty the respective party engaging such advisors shall be responsible) or as required by law or by decision of any court (and, if so required, only following consultation with the other party). The terms and requirements of this Section 29 shall be effective during the entire term of this Agreement and shall continue to be effective after the termination of this Agreement for an additional period of three (3) calendar years. The Holder may disclose to any of its Affiliates and any other person: (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under this Note and, in each case, to any of that person's Affiliates, representatives and professional advisers; (ii) to any permitted assignee or permitted potential assignee of rights under this Note in accordance with Section 15 and to any of that person's representatives and professional advisers; (iii) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation; (iv) to whom

information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes, any information about the Company, this Note and the transactions contemplated hereby as the Holder shall consider appropriate.

30. **Amendment and Restatement.** This Note amends and restates in its entirety that certain Promissory Note, dated as of November 10, 2016, by the Company 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 Company of the obligations under the Existing Note and the security interest granted by the Company 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]

