

PROMISSORY NOTE

October __, 2018

FOR VALUE RECEIVED, the undersigned Hosain Sadequr Rahman, residing at _____ ("**Rahman**"), hereby promises to pay to the order of Mort, Inc., a U.S. Virgin Islands corporation ("**Mort**"), a "**Principal Payment**" (as hereinafter defined) on a quarterly basis, commencing on October __, 2023 (the "**Initial Maturity Date**"), and continuing on the 30th day of each January, April, July and October of every year thereafter following the Initial Maturity Date until the holder(s) hereof has received from Rahman Principal Payments in the aggregate principal amount equal to Thirteen Million Dollars (\$13,000,000) (each, a "**Quarterly Payment Date**"); provided, however that in no event shall the aggregate of Principal Payments made by Rahman to Mort exceed Thirteen Million Dollars (\$13,000,000). The Initial Maturity Date shall be accelerated to a date that occurs seven (7) days after the earliest date on which Rahman's JHH Interest is equal to at least Ten Million Dollars (\$10,000,000), and Rahman shall have on obligation to make an additional Principal Payment not later than thirty (30) days after the earliest date on which Rahman's JHH Interest is equal to at least One Hundred Thirty Million Dollars (\$130,000,000). For purposes of calculating said additional Principal Payment, the applicable date of calculation shall be the earliest date on which Rahman's JHH Interest is equal to at least One Hundred Thirty Million Dollars (\$130,000,000).

If on the Initial Maturity Date, the fair market value of "**Rahman's JHH Interest**" (as hereinafter defined) is less than Ten Million Dollars (\$10,000,000), then the Initial Maturity Date shall be extended to a date which is seven (7) days following the earliest date on which the fair market value of Rahman's JHH Interest is at least Ten Million Dollars; provided, however, that this Note shall remain in full force and effect until such time as Mort has received from Rahman Principal Payments in the aggregate equal to Thirteen Million Dollars (\$13,000,000).

Rahman hereby promises to pay Mort interest on each overdue amount (whether of principal, interest or otherwise) payable on or in respect of this Note or the indebtedness evidenced hereby, from the date on which such amount shall have first become due and payable in accordance with the terms hereof to the date on which such amount shall be paid to the holder of this Note (whether before or after judgment), at an annual rate of interest which shall at all times be equal to the lesser of twenty percent (20%) and the maximum interest rate then permitted by U.S. Virgin Islands law. The unpaid interest accrued on each overdue amount in accordance with the foregoing terms of this paragraph shall become absolutely due and payable by Rahman to the holder hereof on demand by the holder of this Note at any time. Interest on each overdue amount will continue to accrue, as provided by the foregoing terms of this paragraph, and will (to the extent permitted by applicable law) be compounded monthly until the obligations of Rahman in respect of the payment of such overdue amount shall be discharged (whether before or after judgment). All computations of interest payable as

provided in this Note shall be based on the actual number of days elapsed divided by a year of 365 or 366 days, as the case may be. The holder of this Note shall make all computations (which computations shall, absent manifest error, be conclusive and binding upon the holder(s) and Rahman) of the interest accrued for any period for which interest is then being determined.

Each Principal Payment, payment of interest or payment of other sums due and payable on or in respect of this Note shall be made by Rahman directly to the holder of this Note in United States Dollars by wire transfer to the Holder's Account, not later than 5:00 p.m., Eastern Standard Time, on the due date of such payment, and in immediately available and freely transferable funds.

This Note evidences the obligations of Rahman (a) to pay the Principal Payments as herein provided, (b) to pay amounts other than interest, which may become due and payable hereunder as herein provided, and (c) to pay interest, as herein provided, on overdue amounts of Principal Payments remaining unpaid from time to time, and on such other amounts as may become due and payable hereunder (collectively, such obligations are the "**Obligations**").

All Obligations of Rahman under this Note (including the obligation to pay Principal Payments, interest, professional fees, costs, charges, and expenses) shall be paid as provided in this Note when due, without defense, offset, reduction or counterclaim. All Obligations of Rahman arising under this Note shall be secured by and evidenced by Rahman's grant of a security interest in and pledge of certain securities as collateral pursuant to the provisions of the Pledge Agreement, of even date herewith, by Rahman in favor of Mort attached as Exhibit A to this Note (the "**Pledge Agreement**").

In addition to the other terms defined in this Note, the following defined terms shall have the respective meanings ascribed to them below:

(a) "**Affiliate**" means with respect to any Person, (i) any Person that, directly or indirectly through one or more entities, controls or is controlled by, or is under common control with, such Person. As used herein, controls, control and controlled means the possession, direct or indirect, of the power to direct the management and policies of a Person, whether through the ownership the voting interests of such Person, through appointed or elected office or other management rights, agreements, contracts or understandings, or otherwise possessing such power in fact.

(b) "**Bankruptcy Code**" means Title 11, United States Code, as now and hereafter in effect, or any successor statute.

(c) "**beneficially owned**" by a Person means when a Person is the "beneficial owner" as such term is defined pursuant to Rule 13-d3 promulgated under the Securities Act of 1934, as amended.

(d) **“Business Day”** means a day on which the Lender is open for business in New York, New York.

(d) **“holder”** means, at any time of determination, Mort or any other person who is at such time a lawful holder in possession of all or any portion of this Note.

(d) **“Holder’s Account”** means an account to be hereafter designated from time to time to Rahman in writing by the then holder(s) of this Note.

(e) **“JHH”** means Jawbone Health Hub, Inc., a Delaware corporation, and any assignee or successor in interest, whether through merger, consolidation, reorganization, sale of stock or other securities, sale of assets, or any other arrangement, to any material portion of the business or assets of JHH as now or hereafter constituted.

(d) **“JHH Realization Event”** means, whether through one transaction or a series of transactions, (i) the sale or other disposition of all or substantially all of the assets of JHH, (ii) the merger, consolidation or reorganization of JHH, (iii) the sale or other disposition of all or substantially all of the issued and outstanding securities of JHH, (iv) the transfer by Rahman to any Person other than a wholly owned Affiliate of Rahman of any material portion of Rahman’s JHH Interest; (v) Rahman shall become dispossessed to any material extent of voting or other control rights he currently possesses over the management, decisions and actions of JHH.

(e) **“Person”** means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and government authorities.

(g) **“Principal Payment”** shall mean an amount calculated as follows:

(i) on the Initial Maturity Date, the amount shall equal ten percent (10%) of the then fair market value of Rahman’s JHH Interest;

(ii) on each Quarterly Payment Date, the amount shall equal the difference of ten percent (10%) of the fair market value of Rahman’s JHH Interest as of the calendar quarter end immediately preceding said Quarterly Payment Date, less the sum of all Principal Payments theretofore paid by Rahman to any holder of this Note;

(iii) on the date that occurs thirty (30) days after the earliest date on which Rahman’s JHH Interest is equal to One Hundred Thirty Million Dollars (\$130,000,000), the amount shall equal the difference of ten percent (10%) of the fair market value of Rahman’s JHH Interest as of the earliest date on which Rahman’s JHH

Interest is equal to One Hundred Thirty Million Dollars (\$130,000,000), less the sum of all Principal Payments theretofore paid by Rahman to any holder of this Note;

provided, however, that the aggregate of all Principal Payments hereunder shall never exceed the sum of Thirteen Million Dollars (\$13,000,000) (the “**Maximum Principal Payment Amount**”); and provided, further however, that no Principal Payment made by Rahman hereunder shall ever be subject to repayment by Mort or any other holder of this Note for any reason, including, without limitation, for the reason that the fair market value of Rahman’s JHH Interest on any calendar quarter end date shall ever be less than the fair market value as of the Initial Maturity Date (as the same may be extended pursuant to the provisions of this Agreement) or any calendar quarter end date used for the purpose of calculating a Principal Payment due on any previous Quarterly Payment Date. For purposes hereof, the fair market value of Rahman’s JHH Interest on the Initial Maturity Date and on each calendar quarter end date used to calculate a payment due on a Quarterly Payment Date shall be determined by an independent third party appraiser selected from time to time by the mutual agreement of Rahman and the then holder of this Note (the “Appraiser”). Within 30 days prior to the Initial Maturity Date, and promptly after each calendar quarter end thereafter, and promptly after the earliest date on which Rahman’s JHH Interest is equal to at least One Hundred Thirty Million Dollars (\$130,000,000), Rahman shall provide both the then holder of this Note and the Appraiser with full access to all materials and information necessary and reasonably appropriate in order to make a determination as to the then fair market value of Rahman’s JHH Interest.

(c) “*Rahman’s JHH Interest*” means as to any specific date, all capital stock, options, warrants, stock rights and other securities, promissory notes, financial instruments, contracts, agreements, rights to receive payment, or other rights in relation to JHH, whether vested or contingent, which are beneficially owned, whether directly or indirectly through one or more Affiliates, by Rahman as of that specific date, or any proceeds from the realization thereof, all of which are to be held in constructive trust for the benefit of the holder of this Note until payment of the Principal Payment next due in respect of such proceeds.

Any and all payments under this Note shall be applied by the then holder hereof (a) first, to the payment of all of the interest due and payable under this Note at the time of such payment, (b) then, to the payment of all (if any) other amounts (except the Principal Payments) due and payable under this Note at the time of such payment, and (c) finally, to the unpaid Principal Payments then outstanding under this Note.

If any sum would, but for the provisions of this paragraph, become due and payable on or in respect of this Note or the indebtedness evidenced hereby on a day which is not a Business Day, then such sum shall become due and payable on the Business Day next succeeding the day on which such sum would otherwise have become due and payable hereunder, and interest payable hereunder to the holder hereof shall be adjusted by the holder hereof accordingly.

Rahman hereby agrees, at his own expense, to execute and deliver, from time to time, any and all further, instruments and documents, and to perform such further acts, as the then holder of this Note may reasonably request to effect the transactions contemplated by this Note and to provide to holder of this Note the benefits of all rights, authorities and remedies conferred upon the holder by the terms of this Note.

If any of the following conditions or events (each, an “*Event of Default*”) shall occur:

(I) Failure by Rahman to pay any Principal Payment, interest or any other amount due under this Note, in each case when due, whether at stated maturity, by acceleration, or otherwise; or

(II) Any written representation, warranty, certification or other statement made by Rahman in this Note, the Pledge Agreement, or in connection herewith or therewith, shall be false in any material respect on the date as of which made; or

(III) Rahman shall otherwise default in the performance of or compliance with any term contained in this Note or the Pledge Agreement; or

(IV) There shall occur any JHH Realization Event;

(V) JHH shall terminate or cease to conduct business in the ordinary course, the commencement, whether voluntarily or involuntarily, of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, receivership or liquidation or similar proceeding in any jurisdiction relating to JHH or any part of the business, assets or properties thereof (whether under the Bankruptcy Code or any other applicable federal or state law, statute, rule or regulation), JHH shall be unable, or admit in writing its inability, to pay its debts generally as they mature, JHH shall be dissolved or liquidated, JHH shall become insolvent (as such term may be defined or interpreted under any applicable statute);

(VI) Rahman’s employment by JHH as Chief Executive Officer shall cease; or

(VII) The commencement, whether voluntarily or involuntarily, of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, receivership or liquidation or similar proceeding in any jurisdiction relating to Rahman or any part of the assets or properties of Rahman, whether under the Bankruptcy Code or any other applicable federal or state law, statute, rule or regulation; or

(VIII) Rahman shall be unable, or admit in writing his inability, to pay his debts generally as they mature, or Borrower shall become insolvent (as such term may be defined or interpreted under any applicable statute); or

(IX) the death or incompetency of Rahman; or

(X) At any time after the execution and delivery hereof, (i) this Note shall cease to be in full force and effect (other than by reason of the payment in full of the Obligations, and the resulting termination of this Note in accordance with the terms hereof) or shall be declared null and void, or (ii) Rahman shall contest the validity or enforceability of this Note in writing or deny in writing that it has any further liability under this Note; or

(XI) Any event or change shall occur after the date hereof that has caused or evidences, either in any case or in the aggregate, the impairment of the ability of Borrower to perform, or of the Lender to enforce, the Obligations;

THEN, (a) upon the occurrence and during the continuation of any Event of Default described in Clause VII above, an amount equal to the sum of (i) the difference of the Maximum Principal Payment Amount, less the sum of any and all Principal Payments previously made by Rahman to the holder of this Note (the "Default Principal Amount"), plus (ii) the amount of any other Obligations due and outstanding hereunder, including, but not limited to, accrued interest on all Obligations, shall automatically become immediately due and payable, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by Rahman; and (b) upon the occurrence and during the continuation of any other Event of Default, the holder of this Note may, by written notice (which may be delivered by facsimile or overnight courier) to Rahman declare to be immediately due and payable hereunder by Rahman, without presentment, demand, protest or any other requirements of any kind, all of which are hereby expressly waived by Rahman, an amount equal to the sum of (i) the Default Principal Amount, plus (ii) the amount of any other Obligations due and outstanding hereunder, including, but not limited to accrued interest on all Obligations.

The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative and not alternative.

Rahman absolutely and unconditionally agrees to reimburse Mort and any holder of all or any portion of this Note, on demand, whether or not all or any of the transactions contemplated by the Note are ultimately consummated, for all out-of-pocket expenses incurred in connection with the enforcement of this Note and the obligations hereunder, including but not limited to all attorney's fees and disbursements and the fees and disbursements of other professionals relating to the enforcement of any obligations under and of this Note. Upon incurrence of any such out-of-pocket expenses, such out-of-pocket expenses will automatically be added to the principal amount of this Note and, as a result, begin to accrue interest as provided herein. No delay or omission on the part of Mort or any holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other rights of Mort or such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar or waiver of the same or any other right on any further occasion.

Except as otherwise expressly provided in this Note, all notices and other communications made or required to be given pursuant to this Note shall be in writing and shall be delivered in hand, mailed by United States registered or certified first class mail, postage prepaid, sent by overnight courier, or sent by telegraph, telecopy, facsimile or telex and confirmed by delivery via courier or postal service, addressed as follows: (a) if to Rahman, to him at the notice address beneath his signature hereto, and (b) if to the Mort, to it at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802, facsimile no. 340-775-2528, with a copy to Darren K. Indyke, 5300 W. Atlantic Avenue, Suite 602, Delray Beach, FL 33496, facsimile no. 646-350-0378, or at such other address for notice as the then holder of this Note shall last have furnished in writing to the Person giving the notice.

This Note shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Mort and Rahman, provided that Rahman may not assign or transfer any of his obligations hereunder without the prior written consent of Mort and/or each holder, which consent may be granted or withheld in Mort's and each holder's sole and absolute discretion.

Neither this Note nor any provision hereof may be amended, supplemented, waived or otherwise modified except pursuant to an agreement or agreements in writing entered into by Rahman and Mort. No waiver of any provision of this Note or consent to any departure by Rahman herefrom shall in any event be effective unless the same shall be permitted by the preceding sentence, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Rahman and every endorser of this Note or the obligations represented hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assent to any extension or postponement of the time of payment or any other indulgence, and to the addition or release of any other party or person primarily or secondarily liable. No provision of this Note shall impair the obligations of Rahman, which are absolute and unconditional, to pay the Obligations under this Note at the place, at the respective times, and in the currency herein prescribed.

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST RAHMAN ARISING OUT OF OR RELATING TO THIS NOTE, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE TERRITORIAL OR A FEDERAL COURT IN THE UNITED STATES VIRGIN ISLANDS. BY EXECUTING AND DELIVERING THIS NOTE, RAHMAN, FOR HIMSELF AND IN CONNECTION WITH HIS PROPERTIES, IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (II) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN

RECEIPT REQUESTED, TO RAHMAN AT HIS ADDRESS PROVIDED IN ACCORDANCE WITH THE TERMS OF THIS NOTE; (IV) AGREES THAT, SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER RAHMAN IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (V) AGREES THAT MORT AND EACH HOLDER HEREOF RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW; AND (VI) AGREES THAT THE PROVISIONS OF THIS PARAGRAPH RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

RAHMAN HEREBY AGREES TO WAIVE HIS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DEALINGS BETWEEN RAHMAN AND MORT RELATING HERETO. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS PARAGRAPH AND EXECUTED BY EACH OF RAHMAN AND MORT), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE. In the event of litigation, this Note may be filed as a written consent to a trial by the court.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS HEREUNDER OF RAHMAN AND ANY HOLDER(S) HEREOF SHALL FOR ALL PURPOSES BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE UNITED STATES VIRGIN ISLANDS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

[SIGNATURE ON THE IMMEDIATELY SUCCEEDING PAGE]

