

THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO SALE OR DISPOSITION MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.

Convertible Promissory Note

\$XXX,XXX

TBD
Cambridge, MA

For value received OH2 Laboratories, LLC, a Delaware limited liability company (the “**Company**”), promises to pay to _____ or his assigns (“**Holder**”) the principal sum of US\$XXX,XXX together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below.

This convertible promissory note (the “**Note**”) is issued as part of a series of similar convertible promissory notes (collectively, the “**Notes**”) pursuant to the terms of that certain Convertible Promissory Note Purchase Agreement (as amended, the “**Agreement**”) dated as of March 9, 2015 to the persons and entities listed on Schedule A to the Agreement (collectively, the “**Holders**”). Capitalized terms used in this Note and not otherwise defined will have the meanings given to them in the Agreement.

1. Repayment. All payments of interest and principal will be in lawful money of the United States of America and will be made pro rata among all Holders. All payments will be applied first to accrued interest, and thereafter to principal. The outstanding principal amount of the Loan will be due and payable on May 30, 2016 (the “**Maturity Date**”).

2. Interest Rate. The Company promises to pay simple interest on the outstanding principal amount of this Note from the date of this Note until payment in full, which interest will be payable at the annual rate of 5%. Interest will be due and payable on the Maturity Date and will be calculated on the basis of a 365-day year for the actual number of days elapsed.

3. Conversion; Repayment Premium On Sale of the Company.

(a) If the Company obtain an equity investment from an investor or a group of investors (the “**Investors**”) in a transaction or related series of transactions of at least US\$1,500,000 (one million five hundred thousand US dollars, including for such purpose the outstanding principal

amount of the Notes (a “**Qualified Financing**”), before the Maturity Date, then, on the closing of that Equity Financing, the Note Amount and interest then accrued will be automatically converted into the type of equity securities to be issued in the Equity Financing (the “**Equity Securities**”) at a conversion price equal to 80% of the price per Equity Security at which the Equity Securities are issued in the Equity Financing. On the occurrence of the Qualified Financing, the Holder will have the rights provided to a purchaser of Equity Securities in the Qualified Financing, subject to any minimum ownership thresholds, including, to the extent granted therein, information and registration rights and the Holder agrees to execute a counterpart to the relevant transaction documents entered into among the Company and the Investors, including the Company’s operating agreement, as amended.

(b) If the Company consummates a Sale of the Company before the conversion or repayment in full of this Note, (i) the Company will give the Holder at least five days’ notice of the anticipated closing date of such Sale of the Company and (ii) at the closing of that Sale of the Company, each of the Notes will be converted into the Company’s Units (as defined in the Company’s amended and restated operating agreement, dated as of April 30, 2013) at a conversion price equal to 80% of the quotient of the net proceeds of Sale of the Company (less any liabilities of the Company not assumed in the Sale of the Company), divided by the aggregate number of outstanding Units as of the closing of the Sale of the Company, assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes.

(c) If, after aggregation, the conversion of this Note would result in the issuance of a fractional security, the Company will, in lieu of issuance of any fractional security, pay the Holder otherwise entitled to that fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of one unit of the class and series of security into which this Note has converted by that fraction.

(d) For purposes of this Note:

(i) “**Sale of the Company**” means (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the members of the Company immediately before the consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after the consolidation, merger or reorganization; (B) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company’s voting power is transferred; *provided, however*, that a Sale of the Company will not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; or (C) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(ii) “**Equity Securities**” means the Company’s membership interests or any securities conferring the right to purchase the Company’s membership interests or securities

convertible into, or exchangeable for (with or without additional consideration), the Company's membership interests, except that "Equity Securities" will not include any security (A) granted, issued and/or sold by the Company to any employee, manager, officer or consultant in that capacity, or (B) issued on the conversion or exercise of any option or warrant outstanding as of the date of this Note.

4. Maturity. Unless this Note has been previously converted in accordance with the terms of Sections 3(a) through (c) or satisfied in accordance with the terms of Section 3(d), the entire outstanding principal balance and all unpaid accrued interest will become fully due and payable on the Maturity Date.

5. Expenses. In the event of any default hereunder, the Company will pay all reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

6. Prepayment. The Company may not prepay this Note before the Maturity Date without the consent of the Requisite Holders.

7. Default. If there will be any Event of Default hereunder, at the option and on the declaration of the Requisite Holders and on written notice to the Company (which election and notice will not be required in the case of an Event of Default under Section 7(c) or 7(d)), this Note will accelerate and all principal and unpaid accrued interest will become due and payable. The occurrence of any one or more of the following will constitute an Event of Default:

(a) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(b) The Company defaults in its performance of any covenant under the Agreement or any Note;

(c) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or the company fails, such as through bankruptcy.

(d) An involuntary petition is filed against the Company (unless the petition is dismissed or discharged within 60 days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company.

8. Waiver. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

9. Governing Law; Venue. This Note will be governed by the domestic internal laws of the State of Delaware. Exclusive venue for the resolution of any dispute between the parties relating to or arising from this Agreement will be in the Chancery Court for New Castle County, Delaware

and the parties hereby submit themselves to the personal jurisdiction of those courts and agree to the service of process by any means constituting notice under Section 6.5 of the Agreement.

10. Parity with Other Notes. The Company's repayment obligation to the Holder under this Note will be on parity with the Company's obligation to repay all Notes issued pursuant to the Agreement. In the event that the Company is obligated to repay the Notes and does not have sufficient funds to repay all the Notes in full, payment will be made to the Holders of the Notes on a *pro rata* basis. The preceding sentence will not, however, relieve the Company of its obligations to the Holder under this Note.

11. Modification; Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Requisite Holders.

12. Assignment. This Note may be transferred only in accordance with the Agreement on its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereon, this Note will be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal will be paid solely to the registered holder of this Note. Such payment will constitute full discharge of the Company's obligation to pay such interest and principal.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has executed this Note as of the date and at the place stated above.

OH2 Laboratories, LLC

By: _____

Name: David Levy
Title: General Manager

Notice Address: 1069 Miller Ave
Berkeley, CA, 94708
E-mail: [REDACTED]

Acknowledged and Agreed:

[PURCHASER NAME]

By: _____

Name: [____]
Title: [____]

Notice Address: [____]
[____]
E-mail: [____]

Name: