

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

[NAME OF AWARDEE]
EQUITY PURCHASE WARRANT

Warrant Coverage Percentage: 5.0%
Name of Holder: 43North, LLC
Date of Issuance: _____, 2020

For the consideration stipulated in that certain Award Agreement (the “Award Agreement”) dated as of _____, 2020, between [NAME OF AWARDEE], a [STATE OF FORMATION] [TYPE OF ENTITY] (the “Company”), the receipt and sufficiency of which is hereby acknowledged, the Company grants to 43North, LLC or its successors or assigns (the “Holder” or “43North”), the right to subscribe for and purchase from the Company a certain number of validly issued, fully paid and nonassessable shares of the Company’s most senior equity security or the equity security of the Company issued in a Qualifying Round (as defined herein) or any round that gives rise to the conversion of this Warrant, or, at the election of the Holder, common stock of the Company (the “Warrant Shares”), on the terms and conditions set forth in this warrant (the “Warrant”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Award Agreement.

1. Exercise Period; Conversion Base; Reduction in Warrant Coverage Percentage and Mandatory Conversions.

(a) Warrant Exercise; Conversion Base. The Warrant shall be exercisable for a period of ten (10) years from the date of the issuance specified above (the “Exercise Period”). During the Exercise Period, the Holder shall have the right, to be exercised at any time and from time to time and in the sole discretion of the Holder, to purchase from the Company the number of Warrant Shares that is equal to the product of multiplying the Warrant Coverage Percentage, times the total capital stock or equivalent equity interest of the Company issued and outstanding on the date of exercise, computed on a fully diluted basis (the “Company Equity”), assuming, among other things, that all Company Equity that could be issued pursuant to the terms of any other stock option plan, convertible security, or any other document or agreement that could result in the issuance of additional Company Equity have been issued (the “Conversion Base”). In the event that this Warrant

is exercised in connection with an equity financing of the Company, the Conversion Base shall be determined as of the time of the closing of such equity financing.

(b) Mandatory Conversion. Notwithstanding the foregoing, the Company may compel exercise of this Warrant if the Company undertakes a “Qualified Round” of equity financing. For this purpose, a “Qualified Round” shall mean:

- (i) an equity financing in which the Company receives investment of Three Million Dollars (\$3,000,000) or more which amount permits the Company to continue its operations for eighteen (18) months or more based upon reasonable projections of the Company’s operating expenses for that period; and
- (ii) the Company’s pre-money valuation for such equity financing is Ten Million Dollars (\$10,000,000) or more.

In the case of a Qualified Round, this Warrant will convert into the most senior class of equity security issued or to be issued by the Company at the closing of such Qualified Round. Exercise of this Warrant shall take place at the closing of a Qualified Round.

For clarity, a Qualified Round only includes equity financings and does not include a debt or convertible debt financing (or any other form of financing where no valuation of the Company is ascribed as part of the investment).

2. Exercise.

(a) Procedure. This Warrant may be exercised at the discretion of the Holder at any time by the completion of the exercise form attached hereto and by the surrender of this Warrant (properly endorsed) at the office of the Company (or at such other agency or office of the Company in the United States as it may designate by notice in writing to the Holder to the address of the Holder appearing on the books of the Company) and by payment to the Company of One Hundred Dollars (\$100.00) (the “Warrant Price”) for the number of Warrant Shares being issued. Upon exercise of this Warrant, certificate(s) or certificates for the Warrant Shares so purchased, registered in the name of the Holder, shall be delivered to the Holder within a reasonable time, not exceeding five (5) business days after the date of exercise. With respect to any such exercise, the Holder shall for all purposes be deemed to have become the holder of record of the number of shares of Stock evidenced by such certificate or certificates from the date on which this Warrant was surrendered and payment of the Warrant Price was made irrespective of the date of delivery of such certificate, except that, if the date of such surrender and payment is a date on which the stock transfer books of the Company are closed, the Holder shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open. No fractional shares shall be issued upon exercise of this Warrant. If any fractional interest in a share would, except for the provision of this Section 2, be delivered upon any such exercise, the Company in lieu of delivering the fractional share thereof, shall pay to the holder thereof an amount in cash equal to the current market price of such fractional interest as determined in good faith by the Board of Directors of the Company.

(b) Issue Tax. The issuance of certificate(s) for the Warrant Shares upon exercise of this Warrant shall be made without charge to the Holder for any issuance tax in respect thereof, provided that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the Holder.

(c) Closing of Books. The Company will at no time close its transfer books against the transfer of the shares of Company Equity issued or issuable upon the exercise of this Warrant in any manner which interferes with the timely exercise of this Warrant.

(d) Admission as a Member. If the Company is a limited liability company, the issuance of Warrant Shares shall be interpreted to mean the admission of the Holder as a member of the Company holding a 5% membership interest in the Company (as such percentage may be adjusted as provided herein) with all rights and privileges accorded to Members of the Company. If the Company is a limited liability company, by accepting this Warrant, the Holder agrees to execute a counterpart signature page to the Company's Operating Agreement, as amended, and Holder hereby agrees to be bound by all terms of the Operating Agreement, regardless of whether Holder actually executes and delivers such counterpart signature page.

3. Restrictions on Transfer; Restrictive Legends.

(a) Except as otherwise permitted by this Section 3, in the event the Warrant Shares are certificated the certificate evidencing the Warrant Shares issued upon the exercise of this Warrant shall be stamped or otherwise imprinted with a legend in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT. THE SECURITIES ARE ALSO SUBJECT TO TRANSFER RESTRICTIONS AS SET FORTH IN THE COMPANY'S OPERATING AGREEMENT OR SHAREHOLDERS AGREEMENT, AS THE CASE MAY BE.

(b) Notwithstanding the foregoing, the Holder may require the Company to issue a Warrant or a certificate evidencing the Warrant Shares, in each case

without a legend, if either (i) such Warrant or such Warrant Shares, as the case may be, have been registered for resale under the Securities Act of 1933, as amended or (ii) the Holder has delivered to the Company an opinion of legal counsel, which opinion shall be addressed to the Company and be reasonably satisfactory in form and substance to the Company's counsel, to the effect that such registration is not required with respect to such Warrant or such Warrant Shares, as the case may be.

4. Representations and Covenants of the Company.

The Company hereby represents and agrees as follows:

(a) Authorization. The Warrant Shares issued upon the exercise of this Warrant will, upon payment of the Exercise Price and issuance, be duly authorized, validly issued, fully paid and nonassessable, not subject to any preemptive rights, and free from all taxes, liens, security interests, charges and other encumbrances with respect to the issue thereof, other than taxes with respect to any transfer occurring contemporaneously with such issue.

(b) Reservation of Shares. During the period within which this Warrant may be exercised, the Company will at all times have authorized and reserved, and keep available free from preemptive rights, a sufficient number of shares of Company Equity to provide for the exercise of the rights represented by this Warrant.

(c) Notice Requirements for Certain Events. If the Company proposes at any time (i) to declare any dividend or distribution upon any class or series of the Company Equity, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (ii) to effect any reclassification or recapitalization of the Company Equity; (iii) to merge or consolidate with or into any other business entity, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; (iv) offer holders of registration rights the opportunity to participate in an underwritten public offering of the company's securities for cash or (v) or if there is to be a Change of Control (as defined below), then, in connection with each such event, the Company shall give Holder (1) at least 20 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (ii) and (iii) above; (2) in the case of the matters referred to in (i), (ii), (iii) and (v) above at least 20 days prior written notice of the date when the same will take place; and (3) in the case of the matter referred to in (iv) above, the same notice as is given to the holders of such registration rights;

For purposes hereof, a Change of Control" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of

the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity, (iii) a sale, lease, license or other disposition of all or substantially all of the assets of the Company or (iv) any public offering of stock.

(d) Notice of Adjustment to Conversion Base. Upon any adjustment of the Conversion Base, then the Company shall give written notice thereof, by delivery in person or certified or registered mail, return receipt requested, or by confirmed facsimile or email, addressed to the Holder at the address of Holder as shown on the books of the Company, which notice shall state the Conversion Base resulting from such adjustment, setting forth in reasonable detail the method upon which such calculation is based; and

(e) Notices to Shareholders. So long as the Holder holds this Warrant and/or any of the Warrant Shares, the Company shall deliver to the Holder promptly after mailing, copies of all notices or other written communications to the shareholders or members of the Company, as applicable.

5. Loss or Destruction of Warrant.

Subject to the terms and conditions hereof, upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, of such bond or indemnification as the Company may reasonably require, and, in the case of such mutilation, upon surrender and cancellation of this Warrant, the Company will execute and deliver a new Warrant of like tenor.

6. Registration Rights.

If the Company proposes to register any of its equity securities under the Securities Act of 1933, as amended (the "Securities Act") for sale to the public for cash or for the account of security holders, (including by reason of a piggyback registration for such security holders) on each such occasion the Company will give written notice to the Holder of this Warrant, no less than fifteen (15) business days prior to the anticipated filing date, of its intention to do so. Upon the written request of the Holder of this Warrant to register any or all Warrant Shares underlying this Warrant ("registrable securities"), the Company will cause the registrable securities as to which registration shall have been so requested to be included in the securities to be covered by the Registration Statement proposed to be filed by the Company, all to the extent requisite to permit the sale or other disposition by the holder of such registerable securities. This Section and the piggyback registration rights afforded to the Holder shall not apply to any registration by the Company on Form S-8 pursuant to which only shares of common stock are registered. In the event Holder exercises its piggyback registration rights hereunder, the Holder shall provide the Company with such information concerning the holder as is required to register the re-sale of the Holder's shares using the SEC form chosen by the Company. Notwithstanding the foregoing, the number of registrable securities that may be included in any registration

statement may be limited to such number as the managing underwriter for such public offering or the Company reasonably believes will not adversely affect the public offering or the price per Share to the Company in such public offering.

7. No Rights or Liabilities as Stockholder.

Nothing contained in this Warrant shall be determined as conferring upon the Holder any rights as a stockholder of the Company or as imposing any liabilities on the Holder to purchase any securities whether such liabilities are asserted by the Company or by creditors or stockholders of the Company or otherwise. Prior to exercise of this Warrant, and except as otherwise provided in this Warrant or the Award Agreement, the Holder shall not be entitled to any rights of a stockholder with respect to the Company Equity.

8. Miscellaneous.

(a) Fees and Expenses of Counsel. The Company shall pay the reasonable fees and expenses of counsel to 43North in connection with any transaction or other matter requiring the involvement of 43North's legal counsel or other outside professionals. In connection with any transaction, such fees and expenses shall be paid by the Company at closing of the transaction.

(b) Entire Agreement. This Warrant and the Award Agreement constitute the entire agreement between the Company and the Holder with respect to the Warrants. No modification or amendment of this Warrant shall be valid unless in writing signed by both the Company and the Warrant Holder.

(c) Binding Effect; Benefits. This Warrant shall inure to the benefit of and shall be binding upon the Company and the Holder and their respective heirs, legal representatives, successors and assigns. Nothing in this Warrant, expressed or implied, is intended to or shall confer on any person other than the Company and the Holder, or their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Warrant.

(d) Section and Other Headings. The section and other headings contained in this Warrant are for reference purposes only and shall not be deemed to be a part of this Warrant or to affect the meaning or interpretation of this Warrant.

(e) Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

(f) Further Assurances. Each of the Company and the Holder shall do and perform all such further acts and things and execute and deliver all such other certificates, instruments and documents as the Company or the Holder may, at any time and from time to time, reasonably request in connection with the performance of any of the provisions of this Agreement.

(g) Separability. Any term or provision of this Warrant which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the terms and provisions of this Warrant or affecting the validity or enforceability of any of the terms or provisions of this Warrant in any other jurisdiction.

(h) Assignment. This Warrant, together with any rights that accrue to its Holders following exercise of this Warrant, may be assigned by 43North to a governmental or not-for-profit entity with the consent of the Company, not to be unreasonably withheld. Attached hereto as Exhibit B is a form of Assignment that may be used to effect such assignment. In the event that 43North elects to exercise any follow-on investment rights that it may acquire in connection with this Warrant or securities issued pursuant to the exercise of this Warrant (including preemptive rights to acquire equity securities of the Company), any governmental or not-for-profit entity, at the request of 43North, may fund such follow-on investment provided that the securities of the Company that are purchased using such funds are issued to 43North.

(i) Governing Law. This Warrant shall be deemed to be a contract made under the laws of New York and for all purposes shall be governed by and construed and enforced in accordance with the laws of such state applicable to such agreements made and to be performed entirely within such state, exclusive of conflicts of law principles that would apply the law of another jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

[NAME OF AWARDEE]

By: _____
Name, Title

ACKNOWLEDGED AND AGREED:

HOLDER

43NORTH, LLC

By: _____

EXHIBIT A

NOTICE OF CONVERSION

(To be executed upon exercise of this Warrant)

[COMPANY NAME]

Attention: Corporate Secretary

The undersigned hereby elects to purchase, pursuant to the provisions of the Warrant, as follows:

_____ shares of _____ stock/membership interests pursuant to the terms of the attached Warrant, and tenders herewith payment in cash of the Exercise Price of such shares of Common Stock/Membership Interests in full, together with all applicable transfer taxes, if any.

43NORTH, LLC

Date: _____

By: _____

Address: _____

Name in which shares should be registered:

EXHIBIT B

FORM OF ASSIGNMENT

(To be executed only upon transfer of this Warrant)

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to:

Name: _____
(Please Print)

Address: _____
(Please Print)

Dated: _____

Warrantholder's
Name: _____

Warrantholder's
Signature: _____

Warrantholder's
Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant. Officers of corporations and those acting in a fiduciary or other representative capacity should provide proper evidence of authority to assign the foregoing Warrant.