

THIS WARRANT HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES (AS SUCH TERM IS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO A QUALIFIED OFFERING STATEMENT PURSUANT TO REGULATION A OF THE SECURITIES ACT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE FORM AND SUBSTANCE OF WHICH SHALL BE ACCEPTABLE TO THE COMPANY.

[REDACTED]

TOKEN WARRANT AGREEMENT

THIS CERTIFIES THAT in exchange for the payment by [REDACTED] (the “**Holder**”) of the Purchase Price set forth below and paid on or about the Issue Date to [REDACTED] (the “**Company**”), receipt of which is hereby acknowledged, Company issues to Holder the right to purchase certain Tokens, subject to the terms of this Token Warrant Agreement (the “**Agreement**”). Holder and Company are each individually a “**Party**” and collectively are the “**Parties**.”

The Parties acknowledge that this Agreement refers to that certain Simple Agreement for Future Equity (“**SAFE**”) by and between Company and Holder, and execution of which was a necessary condition to Holder’s acceptance of this Agreement. The SAFE is not incorporated into this Agreement, and this Agreement shall survive the termination, expiration, and/or full performance of the SAFE.

Issue Date:	December 19, 2024
Expiration Date:	The ten (10) year anniversary of the Issue Date.
Purchase Price:	\$25
Warrant Exercise Price:	\$500 (initial exercise) \$100 (subsequent exercises)

See Section 3 for certain additional defined terms.

[REDACTED]

1. *Warrant*

(a) **Grant of Warrant.** Subject to the terms and conditions of this Agreement, the Company hereby grants to Holder a right to purchase (the “**Warrant**”) at the Warrant Exercise Price an amount of Covered Tokens up to Holder’s Portion at any time prior to the Expiration Date. Notwithstanding the grant of the Warrant in this Section 1(a), Holder acknowledges and agrees that the Company (i) is not obligated to mint, generate, or create any Tokens, (ii) has not, as of the Issue Date, made any binding determination to mint, generate, or create any Tokens, and (iii) may prohibit Holder from exercising the Warrant if, upon advice of competent counsel licensed within the applicable jurisdiction, the distribution of Tokens pursuant thereto would constitute a violation of any applicable laws or regulations.

(b) **Exercising the Warrant.** Subject to the terms and conditions of this Agreement, the Holder may exercise the Warrant, in full or in part, on any day on or after the date that Covered Tokens are first minted, generated, or created, if ever, and able to be delivered (the “**Token Generation Event**”) but before the Expiration Date (such period, the “**Exercise Period**”). The Warrant may be exercised any number of times during the Exercise Period to provide Holder the opportunity to purchase up to the Holder’s Portion of Tokens following each instance that new Covered Tokens are minted, generated, or created and able to be delivered. To exercise the Warrant, Holder must submit a copy of the Exercise Notice attached hereto as Exhibit 2, duly executed by the Holder, and by payment in a form specified in Section 1(c) below (unless otherwise stated in Exhibit 2).

(c) **Form of Payment.** Payment for Holder’s Portion of the Tokens upon each exercise may be made by (A) a check payable to the Company’s order, (B) wire transfer of funds to the Company, (C) transfer of Payment Stablecoins identified in Schedule 1 to the Company on an as-converted to U.S. dollars basis, (D) cancellation of indebtedness of the Company to Holder, (E) by net exercise as provided in Section 2 hereof or (F) any combination of the foregoing, with Company’s consent.

(d) **Delivery of Covered Tokens.** Upon receipt of an Exercise Notice pursuant to Section 1(b) and payment pursuant to Section 1(c), the Company will promptly deliver, or cause to be delivered, the amount of Covered Tokens specified in the Exercise Notice to the Network Address specified therein, subject to the transfer restrictions and other restrictions described in Schedule 1. Unless explicitly requested otherwise by Holder in writing, Company will send or cause to be sent a test transaction of a de minimis amount of Covered Tokens prior to sending the full amount specified in the Exercise Notice and then, upon Holder’s confirmation of receipt of the test transaction, perform the rest of its obligations under this Section 1(d).

(e) **Conditions on Exercise.** As a condition of the exercise of this Warrant, Holder shall execute a copy of the Exercise Notice, confirming and acknowledging that the representations and warranties set forth in Section 5 as they apply to Holder are true and complete as of the date of exercise. In the event that external legal counsel to the Company advises the Company that it is necessary or advisable for regulatory compliance purposes, Company may condition Holder’s exercise of the Warrant on the delivery of (i) an accredited investor verification letter from a qualified third-party verifying that Holder is an “accredited investor” within the meaning of Rule 501 of the Securities Act (as defined below) and/or (ii) any disclosures of information that may Company be required to collect pursuant to applicable anti-money laundering or “know your customer” regulations.



(f) **Effect of Reorganization**. In case of any recapitalization or reorganization of the Company (including without limitation the conversion of the Company into a foundation company) or (b) in case the Company shall consolidate with or merge into one or more other corporations or entities (each, a “**Reorganization Event**”), if after such Reorganization Event, the Warrant is exercisable for Tokens of a corporation or entity other than the Company, then such corporation or entity shall be deemed a Token Distributor under this agreement and shall duly execute and deliver to Holder a supplement hereto acknowledging such corporation’s or other entity’s obligations under this Warrant; and in each such case, the terms of this Warrant shall be applicable to Covered Tokens receivable upon the exercise of this Warrant after the completion of such Reorganization Event. The Company shall promptly give Holder at least ten (10) days’ prior written notice of each Reorganization Event.

(g) **Token Generation Event by Token Distributor Other Than Company**. In the event a Token Distributor completes a Token Generation Event on behalf of or instead of the Company, then this Warrant shall become exercisable to the same extent that the Warrant would have become exercisable had the Company completed the Token Generation Event. Company agrees that, as a condition of any transfer, grant, or license of rights to a Token Distributor with respect to such Token Generation Event, Company will perform all necessary actions to ensure that the Token Distributor accepts the obligation to distribute Covered Tokens to Holder upon the exercise of the Warrant in accordance with this Agreement.

(h) **Discretionary Inflationary Event**. In the event that the Total Token Supply is increased at the discretion, direction, or proposal of the Company or Token Distributor at any time during the Exercise Period (“**Discretionary Inflationary Event**”), the Holder’s Portion for each such Covered Token shall be recalculated to account for such increase such that the proportion of Holder’s Portion divided by the total number of Covered Tokens remains the same. In the event of a Discretionary Inflationary Event, the Company or Token Distributor will promptly provide written notice, and in no case later than thirty (30) business days after the Discretionary Inflationary Event, to Holder, with such notice to include the recalculated Holder’s Portion pursuant to this Section 1(h) of this Agreement.

2. Net Exercise Election.

(a) **Net Exercise Calculation**. Upon each exercise of the Warrant and subject to the lockup, Holder may elect to make such exercise without the payment by Holder of any additional consideration, by submitting a copy of the exercise notice attached hereto as Exhibit 1 with the net exercise election selected, duly executed by Holder, for the number of Covered Tokens that is obtained under the following formula:

$$X = Y - (A \div B)$$

where:

X = the number Covered Tokens to be distributed to Holder pursuant to a net exercise of this Warrant effected pursuant to this Section 2.

Y = the number of Tokens equal to Holder’s Portion.

A = the Warrant Exercise Price.



B = the fair market value of one Token, determined at the time of such net exercise as set forth in Section 2(b).

(b) **Fair Market Value of Covered Token.** The Company will promptly respond in writing to an inquiry by Holder as to the then current fair market value of one Covered Token. For purposes of the calculation in Section 2(a), the fair market value of one Covered Token shall be determined by the Company's or Token Distributor's Board of Directors in good faith.

(c) **Automatic Net Exercise Upon Expiration.** In the event that, upon the Expiration Date, the Token Generation Event has occurred and the fair market value of Holder's Portion of the Covered Tokens, as determined in accordance with Section 2(a) above, is greater than the Purchase Price, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 2(a) above as to all Covered Tokens for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver, or cause to be delivered, the Tokens distributed upon such exercise to Holder. For the avoidance of doubt, if no Token Distributor has created any Covered Tokens for sale or distribution as of the Expiration Date, this Warrant shall terminate.

3. Definitions.

"**Affiliate**" means, with respect to any specified person or entity, any other person or entity (including without limitation any individual, corporation, partnership, trust, limited liability company, association or other entity, including any decentralized autonomous organization or other similar decentralized or distributed entity) who, directly or indirectly, controls, is controlled by, or is under common control with such person or entity, including without limitation any general partner, managing member, officer, director or trustee of such person or entity, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such person or entity, where "control" is defined as directly or indirectly possessing the power to direct or cause the direction of the management and policies of the Affiliate, whether through ownership of voting securities, by contract or otherwise.

"**Board of Directors**" of an entity shall mean the board of directors or similar executive governing body as defined by the governing documents of the entity.

"**Company**" wherever used herein includes, in addition to the Company identified in the opening paragraph of this Agreement, any corporation or other entity that succeeds to the Company's obligations under this Agreement, whether by permitted assignment, by merger or consolidation, by operation of law, or otherwise.

"**Company Stock**" means the Capital Stock (as defined in the SAFE) into which the SAFE will convert or has converted.

"**Covered Tokens**" means, in their totality, the Tokens minted, generated, or created by the Company or a Token Distributor on the Token Generation Event or during the Exercise Period, excluding Excluded Tokens.



“Excluded Tokens” means, with respect to any Token that is minted, generated, or created by the Company or a Token Distributor: (i) Tokens used solely for development, testing or experimental purposes, (ii) Tokens that may be minted, generated, or created following the Token Generation Event and distributed in accordance with a participation or incentive program (including but not limited to mining, staking, validating, or other similar activities); provided, that (x) any such Tokens dilute all Tokens equally, if at all and (y) Holder is allowed to participate in such participation or incentive program, if any, on the same basis as other participants, (iii) non-fungible Tokens minted, generated, or created by a Token Distributor (x) for branding/marketing purposes (including logos and artwork), (y) in connection with sponsored research with universities or researchers (so called IP-NFTs), or (z) that provide no contractual or other rights to claim or receive, programmatically or non-programmatically, Tokens or other assets or forms of value; (iv) Payment Stablecoins; (v) Tokens minted, generated, or created by a Token Distributor in the ordinary course of the Token Distributor’s business that are (i) intended for distribution solely to Token Distributor’s customers or users and (ii) represent contractual or other rights with respect to a physical or real asset; and (vi) any Tokens deemed to be Excluded Tokens upon mutual agreement of Holder and Company.

“Exercise Notice” means the exercise notice in substantially the form attached hereto as Schedule 2.

“Holder’s Portion” has the meaning ascribed to it in Schedule 1.

“Key Persons” means the founders, directors, and any executive officers of Company or Token Distributor(s), or any individuals with legal authority to act on behalf of Company or Token Distributor(s) in the performance of Company or Token Distributor(s) obligations under this Agreement.

“Network Address” means the network address under the ownership or control of Holder, as set out in Schedule 1.

“Payment Stablecoins” means a Token that is or is designed to be used as a means of payment or settlement and represents, will maintain, or creates the reasonable expectation that it will maintain a stable value relative to the value of a fixed amount of monetary value.

“Tokens” means cryptocurrencies, tokens or coins native to or maintained on a blockchain (or similar ledger or database technology), or other digital assets.

“Token Distributor” means (i) the Company, (ii) any subsidiary or parent of the Company, (iii) Key Persons (including those that become Key Persons during the Exercise Period) or (iv) any other person or entity (including without limitation any foundation, unincorporated association, or decentralized autonomous organization formed by or with the cooperation of the Company or Key Persons) that mints, generates, or creates Tokens and is related to Company and either (a) receives a license or assignment of any material intellectual property from the Company (including, without limitation, any trademarks owned by the Company) and uses such intellectual property to effect a sale or other distribution of Covered Tokens; (b) uses intellectual property that the Company has released under any free software or open source license to effect a sale or other distribution of Covered Tokens; (c) any officer or key employee of the Company that is rendering (or has rendered) material services to such person, or (if an entity) any officers or employees of the Company that own a direct or indirect interest in such entity; or (d) is designated or otherwise granted rights by the Company or an Affiliate to such person or entity to administrate, manage or operate (in lieu of the



Company or such Affiliate) any software or code developed by or on behalf of the Company for purposes of minting, generating, or creating Covered Tokens.

“**Total Token Supply**” means, for each Covered Token, the maximum total supply of Covered Tokens created on the Token Generation Event, whether in a single instance or in multiple instances over a period of time beginning with the Token Generation Event.

“**Unlock Schedule**” means the schedule according to which the Covered Tokens applicable to the Holder hereunder shall be subject to the lock-up restrictions under this Agreement, as set out in Schedule 1.

4. Representations and Warranties of the Company

(a) **Organization**. The Company represents and warrants that it, and any Token Distributor that is or will be involved in the Token Generation Event, is duly organized, formed or created, validly existing and in good standing under the laws of its jurisdiction of incorporation, formation or creation.

(b) **Authorization; Enforceability**. The execution, delivery and performance by the Company of this Warrant is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. The Company has full power and authority to enter into this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Token Distributors in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(c) **No Violation**. The Company is not in violation of (a) its governing documents, (b) any material statute, rule or regulation applicable to the Company, or (c) any material debt or contract to which the Company is a party or by which it is bound. The performance and consummation of the transactions contemplated by this Warrant do not and will not (i) violate any material judgment, statute, rule or regulation applicable to the Company or any of the Company’s governing documents; (ii) result in the acceleration of any material debt or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) **Consents and Filings**. The Company represents and warrants that it has undertaken to procure any consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority that is required on the part of the Company in connection with the issuance of the Warrant by Company or the exercise of the Warrant by Holder.

(e) **Adequate Supply**. The Company shall reserve, or cause to be reserved, for the benefit of Holder, and not distribute, sell or encumber the maximum number of Covered Tokens until the Warrant is fully exercised.

(f) **Token Custodian**. Where required by applicable law or reasonably requested by Holder at the time Holder exercises the Warrant in order for Holder to comply with its regulatory obligations, the Company will use reasonable efforts to partner with a third-party custodian (including, where required, a



Qualified Custodian as that term is defined under SEC regulations) so that such custodian will accept and support Tokens with secure wallet and storage services promptly following the distribution of Tokens pursuant to this Agreement.

(f) **Discretionary Inflationary Event.** The Company represents and warrants to the Holder that, in the event of a Discretionary Inflationary Event, the Company or Token Distributor will promptly provide notice (and in no case later than thirty (30) business days after the Discretionary Inflationary Event) to Holder, with such notice to include the recalculated Holder's Portion pursuant to Section 1(h) of this Agreement.

5. Representations and Warranties of the Holder

(a) **Authorization: Enforceability.** The Holder has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Holder, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) **Purchase Entire for Own Account.** This Agreement is made with the Holder in reliance upon the Holder's representation to the Company, which by the Holder's execution of this Agreement, the Holder hereby confirms, that the Warrant to be acquired by the Holder will be acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of the any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Holder further represents that the Holder does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Warrant. The Holder has not been formed for the specific purpose of acquiring the Warrant.

(c) **No Public Market.** The Holder acknowledges and agrees that no public market now exists for the Warrant, and that the Company has made no assurances that a public market will ever exist for the Warrant.

(d) **Accredited Investor.** The Holder represents and warrants that it is an accredited investor as defined in Rule 501(a) of Regulation D of the Securities Act of 1933.

(e) **No General Solicitation.** The Holder represents and warrants that neither the Holder nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a third party, (i) engaged in any general solicitation or (ii) published any advertisements in connection with the offer and sale of the Warrant or any Covered Tokens to be acquired by exercise of the Warrant.

6. Miscellaneous

(a) **Confidentiality.** Holder agrees that such Holder and Holder's personnel will keep confidential and will not disclose, divulge, or use for any purpose any information obtained from the Company that is marked as confidential or that a reasonable person would understand to be confidential, including without limitation any details regarding a Token, the potential launch of a Token, the structure of the Token or any potential airdrop of such Token, unless such information (a) is known or becomes known to the



public in general (other than as a result of a breach of this Agreement), (b) is or has been independently developed or conceived by such Holder without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Holder by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that Holder may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with monitoring its rights or obligations under this Agreement; or (ii) as may otherwise be required by law, provided that such Holder promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

(b) **Assignment by Holder.** Neither this Agreement, the Warrant, nor any rights hereunder are transferable or assignable, by operation of law or otherwise, by Holder without the prior written consent of the Company; provided, however, Holder may effectuate such assignment without the Company's consent (i) if Holder is a natural person, to the Holder's estate, heirs, executors, administrators, guardians and/or successors in the event of Holder's death or disability, or (ii) to any Affiliate or other entity who directly or indirectly, controls, is controlled by or is under common control with the Holder, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Holder.

(c) **Assignment by Company.** Neither this Agreement, the Warrant, nor any rights hereunder are transferable or assignable, by operation of law or otherwise, by Company without the prior written consent of the Holder; provided, however, Company may effectuate such assignment without the Holder's consent, the condition precedent that each transferee or assignee will agree in writing to be subject to all terms and conditions of this Agreement, (i) to a Token Distributor upon thirty (30) days' written notice to Holder solely for purposes of preparing for or initiating the Token Generation Event, or (ii) in connection with a reincorporation to change the Company's domicile.

(d) **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

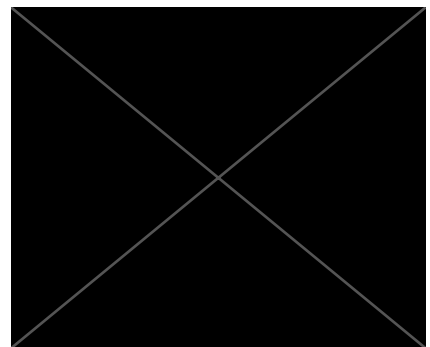
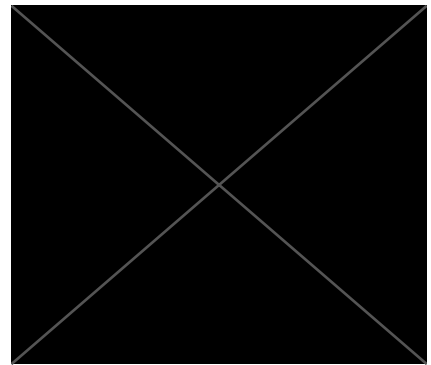
(e) **Interpretation.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Holder. This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same document. Signatures may be exchanged by email. Each party agrees to be bound by its own electronic signature and that it accepts the electronic signature of the other part. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement to the extent they are unenforceable and the remainder of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

(f) **Notices**. Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, or as subsequently modified by written notice received by the appropriate party.

[Signature page follows]



IN WITNESS WHEREOF, the undersigning have caused this Agreement to be duly executed and delivered.



SCHEDULE 1
SUMMARY OF KEY TERMS

Holder's Portion:	For each type of Covered Token, such amount of Covered Tokens equal to  f the Total Token Supply.
Payment Stablecoins:	The following Payment Stablecoins are mutually acceptable to the Parties as payment hereunder: 1. USDC, an ERC-20 token managed by Circle Internet Financial, LLC (mainnet Ethereum) 2. USDC, an SPL token managed by Circle Internet Financial, LLC (mainnet Solana)
Unlock Schedule:	Tokens issued upon exercise of this Warrant may be subject to lock-up restrictions as determined in good faith by the Company's Board of Directors; provided that (i) such lock-up restrictions shall be no less favorable to Holder than the least restrictive lock-up restrictions applicable to Tokens deliverable to other warrant holders or Key Persons and (ii) any waiver of lock-up restrictions provided by Company to other warrant holders or Key Persons shall also be provided to Holder.
Transfer and Other Restrictions:	Tokens distributed upon each exercise of the Warrant are subject to restrictions on transfer as required by applicable law, as determined in good faith by the Company's Board of Directors following consultation with qualified and competent legal counsel. Tokens that are subject to lock-up restrictions and/or other transfer restrictions described herein or imposed by applicable law cannot be transferred by Holder to any third party except where (i) exceptional circumstances require transfer to effectuate the intent of the Parties when entering into this Agreement (e.g., bankruptcy or Affiliate transfers) and (ii) Company and Holder mutually agree in writing. Notwithstanding anything herein to the contrary, during any period that any Tokens are subject to restrictions, Holder may (i) transfer tokens to an Affiliate, (ii) exercise any voting or governance rights granted to holders of Covered Tokens, and (iii) participate in mining, staking, validating, or other similar activities in accordance with the governance or other rules of any compatible software or other code developed or deployed by, or in association with, a Token Distributor.



Network Address (of Holder):	To Be Determined
Network Address (of Company):	To Be Determined



SCHEDULE 2

EXERCISE NOTICE

(To be completed and signed only upon each exercise of the Warrant)

Exercise Date: _____

To: _____ (the “**Company**”)

We refer to that certain Token Warrant Agreement issued on _____ (the “**Agreement**”). All terms used but not defined herein have the meanings given to them in the Agreement.

Select one of the following two alternatives:

☐ **Cash Exercise.** On the terms and conditions set forth in the Warrant, the undersigned Holder hereby elects to purchase _____ Covered Tokens, pursuant to the terms of the Warrant, and tenders herewith payment of the Warrant Exercise Price.

☐ **Net Exercise Election.** On the terms and conditions set forth in the Warrant, the undersigned Holder elects to convert the Warrant into Covered Tokens by net exercise election pursuant to Section 2 of the Warrant.

In exercising the Warrant, the undersigned Holder hereby confirms and acknowledges that the representations and warranties set forth in the Agreement as they apply to the undersigned Holder are true and complete in all material respects as of the date on which Holder exercises the Warrant. Please (i) deliver the Tokens to Holder at the network address set forth below and (ii) deliver to Holder, at the address set forth below, evidence that the Tokens have been registered in Holder’s name and allocated to Holder using the network address set forth below.

(Address)

(City, State, Zip Code)

(Federal Tax Identification Number)

(Network Address)



WHEREFORE, the undersigned Holder has executed and delivered the Warrant and this Exercise Notice as of the date set forth below.

HOLDER:

IF AN INDIVIDUAL:

By: _____
(duly authorized signature)

Name: _____
(please print or type full name)

Date: _____

IF AN ENTITY:

(please print or type complete name of entity)

By: _____
(duly authorized signature)

Name: _____
(please print or type full name)

Title: _____
(please print or type full title)

Date: _____

