THIS ICA IMPACT NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

# ICA IMPACT NOTE

## (WITH CONVERSION RIGHTS)

Date of Note: ____________________________

Original Principal Amount of Note: $___________________________

For value received **[COMPANY NAME, INC.]**, a __________ corporation (the "***Company***"), promises to pay to the undersigned holder or such party's assigns (the "***Holder***") the principal amount set forth above unless this ICA Impact Note (this "***Note***") is converted as provided in Section 3 of this Note. Unless earlier converted as provided in this Note, the outstanding principal amount of this Note shall be due and payable in ____ equal monthly installments within ____ months after the date on which written demand for payment is made by Holder (such demand date, the "***Note Call Date***"); *provided that* Holder shall not provide a written demand for payment until after the fifth (5th) anniversary of the date of this Note.

1. Basic Terms.

(a) Valuation Cap. The "**Valuation Cap**" is $[____________].

(b) Discount Rate. The "**Discount Rate**" is [*1 minus the discount/100*]%.

(c) No Interest. No interest shall accrue on the principal balance outstanding from time to time under this Note.

(d) Payments. All payments of principal shall be in lawful money of the United States of America.

(e) Prepayment. The Company may not prepay the outstanding obligations under this Note, whether in full or in part.

(f) Most Favored Nations. If, while this Note is outstanding, the Company issues other indebtedness of the Company convertible into equity securities of the Company, or amends any existing indebtedness convertible into equity securities of the Company, and such newly issued or amended indebtedness would have material terms that are more favorable, from the perspective of the Holder (the "***Other Debt***"), than the terms of this Note, then the Company will provide the Holder with written notice thereof, together with a copy of all documentation relating to the Other Debt and, upon request of the Holder, any additional information related to the Other Debt as may be reasonably requested by the Holder. The Company will provide such notice to the Holder promptly (and in any event within thirty (30) calendar days) following the issuance of the Other Debt. In the event the Holder determines that the terms of the Other Debt are preferable to the terms of this Note, the Holder will notify the Company in writing within ten (10) calendar days following the Holder's receipt of such notice from the Company. Promptly after receipt of such written notice from the Holder, but in any event within thirty (30) calendar days, the Company will amend and restate this Note to be substantially identical to the promissory note evidencing the Other Debt, excluding the principal and interest.

2. Definitions

(a) "***Common Stock***" shall mean the classes of shares of the Company's common stock [which, as of the date of this note, are designated ____________________][1].

(b) "***Change of Control***" means (i) a 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 shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (ii) 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; or (iii) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; *provided that* a Change of Control shall 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, indebtedness of the Company is cancelled or converted or a combination thereof.

(c) "***Equity Securities***" shall mean any and all classes and series of the Company's equity securities, including, without limitation, the Company's Common Stock and Preferred Stock, any securities conferring the right to purchase any equity securities of any class and series of the Company, and any securities convertible into, or exchangeable for (with or without additional consideration)any class and series of the Company's equity securities, except that such defined term shall not include any security (x) granted, issued and/or sold by the Company to any employee, director or consultant in such capacity or (y) issued upon the conversion or exercise of any option or warrant outstanding as of the date of this Note.

(d) "***Fully-Diluted Company Capitalization***" shall mean the aggregate number of outstanding shares of Common Stock of the Company as of a certain point in time, assuming conversion of all securities convertible into Common Stock and exercise of all outstanding options and warrants, including all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with a Qualified Financing, but excluding the shares of equity securities of the Company issuable upon the conversion of this Note, other convertible promissory notes, or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)).

(e) "***Preferred Stock***" shall mean the shares of a class of preferred stock of the Company [which class, as of the date of this Note, has not been authorized yet][2].

[1] Note to Draft: Review the Company's Articles of Incorporation, as amended to date, to confirm what the Company has more than one class or series of common stock. If so, please list them here. Otherwise, remove the language in brackets. Please delete this footnote before finalizing this Note.

[2] Note to Draft: Review the Company's Articles of Incorporation, as amended to date, to confirm if the Company is authorized to issue Preferred Stock. If it is, then delete the highlighted text in brackets. Please delete this footnote before finalizing this Note.

3. Conversion, Repayment, and Impact Terms.

(a) Impact Terms. Maker and Holder agree that, at the time of conversion of this Note, and in the sole discretion of Holder, the Valuation Cap may be increased retroactively up to [$_______] and the Discount Rate may be increased retroactively up to [______%], based on the Company's achievement of the following Social Impact Milestones; provided that the Valuation Cap will be increased by [$__] and Discount Rate will be increased by [__%] per each Social Impact Milestone achieved; *and that* the Holder shall determine in its sole and absolute discretion whether such Social Impact Milestones have been achieved by the Company:

(i) Fund Good Jobs: Create at least [__] full-time jobs prior to conversion;

(ii) Health and Wealth: Provide health insurance coverage and a matching 401k plan for all full-time employees to the extent financially feasible;

(iii) Equity Ownership: Provide equity ownership to all full-time employees (at least [__]% in the aggregate) through the implementation of an equity distribution plan, an employee perpetual trust, an employee stock option plan or another policy that would provide ownership to the Company's employees.

(iv) Profit Distribution: Implement a profit-sharing or bonus compensation policy to distribute at least [__]% of the Company's profits to full-time employees on an annual basis; and

(v) Diversity: Company ownership, members of the Board of Directors, management, and the workforce should each be (A) represented by at least 50% women and (B) demonstrates a commitment to recruiting and hiring from diverse talent pools that closely match the demographics where the business operates in as well as traditionally excluded demographic groups.

**(b)** Conversion upon a Qualified Financing. In the event that the Company issues and sells shares of its Equity Securities to investors (the "***Investors***") at any time before this Note is paid off in full in an equity financing resulting in gross proceeds to the Company of not less than One Million Dollars ($1,000,000) (excluding the conversion of this Note, other convertible promissory notes, or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)) (a "***Qualified Financing***"), then the outstanding principal balance of this Note shall *automatically* convert in whole without any further action by the Holder into such class and series of Equity Securities as are sold in the Qualified Financing at a conversion price equal to the lesser of (i) the cash price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by the Discount Rate, and (ii) the price equal to the quotient resulting from dividing the Valuation Cap by the Fully-Diluted Company Capitalization as of immediately prior to the initial closing of the Qualified Financing . The issuance of Equity Securities pursuant to the conversion of this Note shall otherwise be upon and subject to the same terms and conditions applicable to Equity Securities sold in the Qualified Financing.

(c) Optional Conversion upon a Non-Qualified Financing. In the event the Company consummates, at any time before this Note is paid off in full, an equity financing pursuant to which it sells shares of Preferred Stock in a transaction that does not constitute a Qualified Financing (other than any equity or equity-linked issuances to employees and consultants principally for compensation purposes), then the *Holder shall have the option* to treat such equity financing as a Qualified Financing on the same terms set forth herein.

(d) Note Call Date Conversion. In the event this Note remains outstanding on the Note Call Date, then, effective upon the Note Call Date, the outstanding principal balance of this Note shall, upon the election of Holder given on or prior to the Note Call Date, convert as of the Note Call Date into shares of the Company's Common Stock at a conversion price equal to the quotient resulting from dividing the Valuation Cap by the aggregate number of outstanding shares of Common Stock of the Company as of the Note Call Date (assuming conversion of all securities convertible into Common Stock and exercise of all outstanding options and warrants, including all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, but excluding the shares of equity securities of the Company issuable upon the conversion of this Note, other convertible promissory notes, or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)).

(e) Change of Control Conversion. If the Company consummates a Change of Control while this Note remains outstanding, the Company shall (i) at least twenty (20) calendar days' prior to the anticipated date of consummation of the Change of Control transaction, provide prior written notice of the Change of Control transaction to Holder, and (ii) repay the Holder in cash in an amount equal to (A) the outstanding principal amount of this Note, plus (B) a repayment premium equal to ten percent (10%) of the outstanding principal amount of this Note; *provided, however,* that upon the written election of the Holder made not less than five (5) calendar days prior to the Change of Control, the Company shall convert the outstanding principal balance of this Note into shares of the Company's Common Stock at a conversion price equal to the quotient resulting from dividing the Valuation Cap by the aggregate number of Fully-Diluted Company Capitalization as of immediately prior to the closing of such Change of Control transaction. Any repayment pursuant to this paragraph in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control.

**(f)** Procedure for Conversion. In connection with any conversion of this Note into capital stock and as a condition thereto, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing, all financing documents executed by the Investors in connection with such Qualified Financing). In lieu of issuing any fractional shares to which the Holder would otherwise be entitled upon conversion of this Note, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

**4.** Events of Default.

(a) The occurrence of any of the following shall constitute an event of default (the "***Event of Default***") under this Note:

(i) The Company fails to make any payment when due of any amount of principal or other amounts payable under this Note;

(ii) The Company defaults in its performance of any covenant under the this Note, or breaches any provision of this Note and fails to cure such default or breach within thirty (30) calendar days after written demand for cure is provided to the Company by Holder;

(iii) (A) Any indebtedness of the Company (other than this Note) (collectively, the "***Company Debt***") is not paid at its stated maturity; (B) the occurrence of any event under any agreement or instrument relating to any such Company Debt; or (C) the creditor of such Company Debt, or any agent or representative of such creditor, demands, pursuant to the terms of any agreement or instrument relating to such Company Debt, that the Company redeem, repurchase, or otherwise acquire or retire such Company Debt for value at any time prior to its stated maturity;

(iv) The Company (A) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property or a proceeding for such appointment is commenced, (B) is unable, or admits in writing its inability, to pay its debts generally as they mature, (C) makes a general assignment for the benefit of its or any of its creditors, (D) is wound up, dissolved and/or liquidated, (E) becomes insolvent (as such term may be defined or interpreted under any applicable statute), (F) commences a voluntary case or other proceeding, or an involuntary case or other proceeding is commenced against the Company, seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consents to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (G) takes any action for the purpose of effecting any of the foregoing.

(v) The closing of a Change of Control transaction.

(b) Upon the occurrence of any Event of Default, Holder may, at its option, accelerate the Note Call Date of the outstanding and unpaid principal balance, together with any and all other amounts payable hereunder, to be immediately due and payable in full, without demand; *provided that* in case of an Event of Default under Section 4(a)(iv) and/or Section 4(a)(v), the entire then-outstanding principal amount of this Note and any and all other amounts payable under this Note shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. Additionally, in the event of any Event of Default, the Company shall pay all reasonable attorneys' fees and costs incurred by the Holder in enforcing and collecting this Note. All rights and remedies provided to Holder in this Note are cumulative and shall be in addition to all other rights and remedies of Holder under other documents, at law or in equity, and all such rights and remedies may be exercised singly, successively, and/or concurrently.

5. Representations and Warranties.

(a) The Company hereby represents and warrants to the Holder as of the date of the Note as follows:

(i) Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and is duly qualified, authorized to do business, and in good standing as a foreign corporation in all jurisdictions in which such qualification is necessary. The Company has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted

(ii) Corporate Power. The Company has all requisite corporate power to issue this Note and to carry out and perform its obligations under this Note. The Company's Board of Directors (the ***"Board"***) has approved the issuance of this Note based upon a reasonable belief that the issuance of this Note is appropriate for the Company after reasonable inquiry concerning the Company's financing objectives and financial situation.

(iii) Authorization. All corporate action on the part of the Company, the Board and the Company's stockholders necessary for the issuance and delivery of this Note has been taken. This Note constitutes a valid and binding obligation of the Company enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. Any securities issued upon conversion of this Note (the "Conversion Securities"), when issued in compliance with the provisions of this Note, will be validly issued, fully paid, nonassessable, free of any liens or encumbrances and issued in compliance with all applicable federal and securities laws.

(iv) Compliance with Laws. To its knowledge, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation of which would have a material adverse effect on the Company or its business (a "***Material Adverse Effect***").

(v) Compliance with Other Instruments; Governmental Consents. The Company is not in violation or default of any term of its certificate of incorporation or bylaws, or of any provision of any mortgage or other contract to which it is a party and by which it is bound, or of any judgment, decree, order or writ, other than such violation(s) that would not have a Material Adverse Effect. The execution, delivery and performance of this Note will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. Without limiting the foregoing, the Company has obtained all waivers reasonably necessary with respect to any preemptive rights, rights of first refusal or similar rights, including any notice or offering periods provided for as part of any such rights, in order for the Company to consummate the transactions contemplated hereunder without any third party obtaining any rights to cause the Company to offer or issue any securities of the Company as a result of the consummation of the transactions contemplated hereunder. The Company has also obtained all consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority required on the part of the Company in connection with the issuance of this Note.

(vi) No "Bad Actor" Disqualification. The Company has exercised reasonable care to determine whether any Company Covered Person (as defined below) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii), as modified by Rules 506(d)(2) and (d)(3), under the Act ("***Disqualification Events***"). To the Company's knowledge, no Company Covered Person is subject to a Disqualification Event. The Company has complied, to the extent required, with any disclosure obligations under Rule 506(e) under the Act. For purposes of this Note, "***Company Covered Persons***" are those persons specified in Rule 506(d)(1) under the Act; provided, however, that Company Covered Persons do not include (A) any Holder, or (B) any person or entity that is deemed to be an affiliated issuer of the Company solely as a result of the relationship between the Company and any Holder.

(vii) Offering. Assuming the accuracy of the representations and warranties of the Holder contained in Section 5(b), the offer, issue, and sale of this Note and the Conversion Securities (collectively, the "***Securities***") are and will be exempt from the registration and prospectus delivery requirements of the Act, and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws.

(viii) Use of Proceeds. The Company shall use the proceeds of this Note solely to accelerate the Company's business and increase and benefit its workforce. Without limiting the generality of the foregoing, such proceeds shall be used for the following purposes: (A) To make key hires, (B) to purchase inventory, (C) to develop new products, (D) for capital expenditures related to expanding production capacity, and (E) to launch a marketing strategy.

(b) Representations and Warranties of the Holder. The Holder hereby represents and warrants to the Company as of the date hereof as follows:

(i) Purchase for Own Account. The Holder is acquiring the Securities solely for the Holder's own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

(ii) Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in Section 5(a), the Holder hereby: (A) acknowledges that the Holder has received all the information the Holder has requested from the Company and the Holder considers necessary or appropriate for deciding whether to acquire the Securities, (B) represents that the Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given the Holder and (C) further represents that the Holder has such knowledge and experience in financial and business matters that the Holder is capable of evaluating the merits and risk of this investment.

(iii) Ability to Bear Economic Risk. The Holder acknowledges that investment in the Securities involves a high degree of risk, and represents that the Holder is able, without materially impairing the Holder's financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of the Holder's investment.

(iv) Accredited Investor Status. The Holder is an "accredited investor" as such term is defined in Rule 501 under the Act.

6. Miscellaneous Provisions.

**(a)** Waivers. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) Affirmative Covenants. So long as any indebtedness under this Note remains outstanding, the Company shall (i) comply in all material respects with applicable laws, (ii) shall maintain its legal existence, (iii) shall provide to Holder prompt written notice of each event which constitutes an Event of Default, and (iv) n connection with the issuance of Equity Securities of the Company upon the closing of a Qualified or a Non-Qualified Financing, Holder shall be entitled to purchase its pro rata share of the equity securities to be issued in such Qualified or Non-Qualified Financing such that Holder's percentage ownership (post-financing, on a fully-diluted basis) is equal to Holder percentage ownership at the time of conversion of the Note (and all other convertible promissory notes or other convertible securities that will convert into equity securities at the time of the Qualified Financing or Non-Qualified Financing) but prior to the investment of any new money in the Qualified Financing or Non-Qualified Financing.

(c) Negative Covenants. So long as any indebtedness under this Note remains outstanding, the Company shall not, without Holder's prior written consent, (i) enter into any consolidation, merger, or other combination, or become a partner in a partnership, a member of a joint venture, or a member of a limited liability company, (ii) sell, license, transfer, or otherwise dispose of any interest in any of the Company's assets except for the sale of inventory or products in the ordinary course of the Company's business and sales of obsolete equipment; (iii)acquire, or commit or agree to acquire, all or any stock, securities, or assets of any other Person other than inventory and equipment acquired in the ordinary course of the Company's business; (iv) adopt (as applicable), amend, supplement, or otherwise modify any of the provisions of the Articles of Incorporation, Bylaws, stockholder agreements, voting trusts, or similar arrangements applicable to any of the Company's equity interests; or (v) convert the Company from a corporation into any other type of entity.

(d) Further Assurances. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(e) Transfers of Note. This Note may be transferred only upon 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. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount shall be issued to, and registered in the name of, the transferee.

**(f)** Loss of Note. Upon receipt by the Company of evidence reasonably 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 impact note with conversion rights of like tenor.

(g) Counterparts; Manner of Delivery. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(h) Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to a party shall be sent to the party's address set forth on the signature page hereto or at such other address(es) as such party may designate by ten (10) calendar days' advance written notice to the other party hereto.

(i) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five (5) calendar days of the date of this Note.

(j) Entire Agreement. This Note, including the documents referred to herein, constitutes the full and entire understanding and agreement between the parties hereto with regard to the subjects hereof, and supersedes all prior and contemporaneous negotiations, agreements and understandings between the parties hereto with respect to such subject matter. No party hereto shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(k) [Senior Indebtedness].[3]

(l) Miscellaneous. This Note shall be governed by and construed under the laws of the State of California, as applied to agreements among California residents, made and to be performed entirely within the State of California, without giving effect to conflicts of laws principles. Any term of this Note may be amended or waived with the written consent of the Company and the Holder. The Company and the Holder shall each bear its respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(m) California Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS NOTE HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION OR IN THE ABSENCE OF AN EXEMPTION FROM SUCH QUALIFICATION IS UNLAWFUL. PRIOR TO ACCEPTANCE OF SUCH CONSIDERATION BY THE COMPANY, THE RIGHTS OF ALL PARTIES TO THIS NOTE ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION FROM SUCH QUALIFICATION BEING AVAILABLE.

***[Signature pages follow]***

[3] NTD: In the event the Company has a loan outstanding from a bank or other lending institution that requires subordination of junior loans, respective provisions should be added here to subordinate this loan to such senior loan. The provisions should clearly identify the senior loan and provide that payment of this Note is subordinated, provided that a conversion of this Note and payment of regularly scheduled payments under this Note are permitted as long as the senior indebtedness is not in default. Please delete this footnote before finalizing this Note.

IN WITNESS WHEREOF, the parties have executed this **ICA Impact Note** as of the date first noted above.

**COMPANY:**

**[NAME OF COMPANY INC.],**
a ____________________ corporation

By: ______________________________
Name: ______________________________
Title: ______________________________
______________________________
E-mail: ______________________________

Address: ______________________________
______________________________

**HOLDER:**

**[NAME OF INVESTOR],**
a _________________ corporation

By: ______________________________
Name: ______________________________
Title: ______________________________
E-mail: ______________________________

Address:
______________________________
______________________________

*[SIGNATURE PAGE TO ICA IMPACT NOTE]*