UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 12, 2022

SIENTRA, INC.
(Exact name of registrant as specified in its charter)

Commission File Number: 001-36709

Delaware	**20-5551000**
(State or other jurisdiction of incorporation)	**(I.R.S. Employer Identification No.)**

420 South Fairview Avenue, Suite 200
Santa Barbara, CA 93117
(Address of principal executive offices, with zip code)

(805) 562-3500
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2.):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	**SIEN**	**Nasdaq Global Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On October 12, 2022, Sientra, Inc., a Delaware corporation (the "Company"), entered into an Amended and Restated Facility Agreement (the "Restated Agreement") by and among the Company as borrower, certain of the Company's subsidiaries from time to time party thereto as guarantors and Deerfield Partners, L.P., as agent and lender ("Deerfield"). The Restated Agreement amends and restates the Company's existing Facility Agreement with Deerfield, dated March 11, 2020 (the "Existing Agreement"), pursuant to which the Company issued and sold to Deerfield an unsecured and subordinated convertible note in a principal amount of $60.0 million (the "Original Note"). In connection with the Restated Agreement, on October 12, 2022, the Company and Deerfield entered into an Exchange Agreement pursuant to which Deerfield exchanged $10.0 million of principal under the Original Note for securities of the Company as further described below, reducing the outstanding principal amount of the Original Note to $50.0 million.

Pursuant to the Restated Agreement, the maturity date of the Original Note was extended until March 11, 2026, and the initial conversion price was reduced to $2.75, representing a 272% premium over the Company's closing stock price of $0.7401 on October 11, 2022. On the date of the Restated Agreement and pursuant to the terms thereof, the Company issued and sold an additional senior secured convertible note in a principal amount of $23.0 million (the "New Note" and, together with the Original Note, the "Convertible Notes"). The New Note matures on the fifth anniversary of the issuance date and is convertible into shares of the Company's common stock, par value $0.01 (the "Common Stock"), at an initial conversion price of $1.00, representing a 35% premium over the Company's closing stock price of $0.7401 on October 11, 2022. On the payment, repayment, dischargement, redemption or prepayment of the New Note or upon a Successor Major Transaction Conversion (as defined in the New Note), the Company will pay a non-refundable exit fee equal to 1.95% of the New Note so paid, repaid, discharged, redeemed or prepaid, as the case may be. The New Note was sold in a private placement to Deerfield pursuant to an exemption for transactions by an issuer not involving a public offering under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) of Regulation D promulgated under the Securities Act ("Regulation D"). The Company made this determination based on the representations of Deerfield in the Restated Agreement, including that Deerfield is an "accredited investor" within the meaning of Rule 501 of Regulation D. In connection with the Restated Agreement and the Convertible Notes issued thereunder, all of the Company's operating subsidiaries (each a "Guarantor" and, collectively, the "Guarantors") entered into a Guaranty and Security Agreement, dated as of October 12, 2022 (the "Guaranty and Security Agreement"), whereby the Guarantors agreed to guarantee the obligations and liabilities of the Company under the Restated Agreement and the Convertible Notes.

The Company used the proceeds from the New Note to repay in full the outstanding amounts under its Second Amended and Restated Credit and Security Agreement (Term Loan), dated December 31, 2021, by and among the Company, certain of its wholly owned subsidiaries, the lenders party thereto and MidCap Financial Trust, as administrative agent and collateral agent (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "MidCap Term Credit Agreement") and repay in full the outstanding amounts, and terminate the outstanding commitments, under that certain Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of July 1, 2019, by and among the Company, certain of its wholly owned subsidiaries, the lenders party thereto and MidCap Funding IV Trust, as administrative and collateral agent (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "MidCap Revolving Credit Agreement").

The New Note bears interest at Term SOFR plus 5.75% per annum, payable quarterly on the last business day of each calendar quarter commencing with the calendar quarter ending December 31, 2022. The New Note is convertible at any time at the option of Deerfield, provided that Deerfield is prohibited from converting the New Note into shares of Common Stock if, upon such conversion, the Holder (together with certain affiliates and "group" members) would beneficially own more than 4.985% of the total number of shares of Common Stock then issued and outstanding. Pursuant to the New Note, Deerfield has the option to demand repayment of all outstanding principal, and any unpaid interest accrued thereon and any other amounts payable under the Restated Agreement (including the Exit Fee (in the case of the New Note) and any make whole amounts), in connection with a Major Transaction (as defined in the Convertible Notes), which shall include, among others, any acquisition or other change of control of the Company; the sale or transfer of assets of the Company equal to more than 50% of the Enterprise Value (as defined in the Convertible Notes) of the Company; a liquidation, bankruptcy or other dissolution of the Company; or if at any time shares of the Company's common stock are not listed on an Eligible Market (as defined in the Convertible Notes). The Convertible Notes are subject to specified events of default, the occurrence of which would entitle Deerfield to immediately demand repayment of all outstanding principal and accrued interest on the Convertible Note. Such events of default include, among others, failure to make any payment under the Convertible Note when due, failure to observe or perform any covenant under the Restated Agreement or the other transaction documents related thereto (subject to a standard cure period), the failure of the Company to be able to pay debts as they come due, the commencement of bankruptcy or insolvency proceedings against the Company, a material judgement levied against the Company and a material default by the Company under the Convertible Note. The New Note will be secured by (i) a security interest in substantially all of the assets of the Company and its subsidiaries and (ii) a pledge of the equity interests of the Company's direct and indirect subsidiaries (the foregoing, the "Collateral"). In addition, pursuant to the Guaranty and Security Agreement the Company and the Guarantors granted a security interest in the Collateral securing the Original Note on a pari passu basis with the New Note.

The Restated Agreement also provides for the issuance of warrants to purchase Common Stock (the "Warrants") to the extent that the obligations under Restated Agreement and the Convertible Notes are prepaid. If issued, the Warrants will be exercisable on a cash or cashless (net exercise) basis with an initial exercise price equal to the conversion price of the Original Note and New Note, respectively, for the number of Conversion Shares (as defined in the Convertible Notes) which the repaid amount would have been convertible into and will be subject to the Beneficial Ownership Cap, as well as certain other customary anti-dilution adjustments upon the occurrence of certain events such as stock splits, subdivisions, reclassifications or combinations of Common Stock consistent with those included in the Convertible Notes. The Warrants will also provide, at the election of each holder thereof, for the payment of the exercise price therefor by reduction of the principal amount of any outstanding Convertible Notes held by such holder. Upon the consummation of a "Major Transaction" (as defined in the Warrants and consistent with the term as used in the Convertible Notes), holders of the Warrants may elect to (i) have their Warrants redeemed by the Company for an amount equal to the Black-Scholes value of such Warrant, in cash or, if applicable, in the form of the consideration paid to the Company's stockholders in a Major Transaction, or (ii) have such Warrants be assumed by the successor to the Company in a Major Transaction, if applicable. Holders of the Warrants are also entitled to participate in any dividends or distributions to holders of Common Stock at the time such dividends or distributions are paid to such stockholders.

If issued, the Warrants and the shares of Common Stock issuable upon their exercise will be issued in a private placement pursuant to Section 3(a)(9) under the Securities Act as an exchange with existing security holders (in the case of a cashless exercise of the Warrants or, in the case of a cash exercise, Section 4(a)(2) of the Securities Act in transactions not involving a public offering).

The Company may redeem all or any portion of the principal amount of the Convertible Notes for cash. Upon redemption of any Convertible Notes, the Company will issue Warrants covering the same number of shares of Common Stock underlying, and at an exercise price equal to the conversion price of, the redeemed Convertible Notes. The Convertible Notes provide for the optional redemption of the Convertible Notes without issuance of any Warrants or payment of any additional make whole amount (unless such Convertible Note is converted following receipt of an optional redemption notice but prior to payment of the redemption amount) provided that each of the following is greater than 130% of the conversion price then in effect: (1) the volume weighted average price of the Common Stock on each of any twenty (20) trading days during the period of thirty (30) consecutive trading days ending on the date on which the Company delivers an optional redemption notice, (2) the volume weighted average price of the Common Stock on the last trading day of such period and (3) the closing price of the Common Stock on the last trading day of such period. The Company may not effect any optional redemption during a delisting event or unless all conversion shares and warrant shares are freely tradable.

The Company is subject to a number of affirmative and restrictive covenants pursuant to the Restated Agreement, including covenants regarding compliance with applicable laws and regulations, maintenance of property, payment of taxes, maintenance of insurance, business combinations, incurrence of additional indebtedness, prepayments of other unsecured indebtedness and transactions with affiliates, among other covenants. In addition, the Company is required to seek stockholder approval for either a reverse split of its common stock or an increase in the number of authorized shares of Common Stock, with such split or increase to take effect by not later than December 26, 2022. If the Company does not receive approve for such a split or increase, then the Convertible Notes and Warrants, if any, will be settleable is cash and the Company will be in default under the Convertible Notes. The Restated Agreement also includes a covenant that the Company will seek to raise capital in an equity transaction of at least $20,000,000, which the Company intends to pursue following the closing of the Restated Agreement. The Company is also restricted from paying dividends or making other distributions or payments on its capital stock, subject to limited exceptions.

The foregoing description of the Restated Agreement, Original Note, New Note and Warrants does not purport to be complete and is qualified in its entirety by reference to the Restated Agreement, the Form of Original Note, the Form of New Note and the Form of Warrant, a copy of each of which is filed herewith as Exhibit 10.1, Exhibit 4.1, Exhibit 4.2 and Exhibit 4.3, respectively, and incorporated herein by reference.

Exchange Agreement

On October 12, 2022, the Company entered into an Exchange Agreement with Deerfield pursuant to which Deerfield agreed to exchange $10 million of principal amount under the Original Note for 2,967,742 shares of Common Stock (the "Exchange Shares") and a pre-funded warrant to purchase 10,543,946 shares of Common Stock (the "Exchange Warrants"), reflecting a price per share of Common Stock equal to $0.7401, the closing price on October 11, 2022. The Exchange Shares, the Exchange Warrants and the shares of Common Stock issuable upon exercise of the Exchange Warrants (the "Exchange Warrant Shares") were issued (or, in the case of the Exchange Warrant Shares, will be issued") in a private placement pursuant to Section 3(a)(9) under the Securities Act as an exchange with existing security holders).

The Exchange Warrants are immediately exercisable, have an exercise price of $0.0001 per share, and may be exercised on a cash or cashless basis at any time until all of the Exchange Warrants are exercised in full. Under the terms of the Exchange Warrants, a holder will not be entitled to exercise any portion of any such warrant, if, upon giving effect to such exercise, the aggregate number of shares of Common Stock beneficially owned by the holder (together with its affiliates, any other persons acting as a group together with the holder or any of the holder's affiliates, and any other

persons whose beneficial ownership of Common Stock would or could be aggregated with the holder's for purposes of Section 13(d) or Section 16 of the Securities Exchange Act of 1934, as amended) would exceed 4.985% of the number of shares of Common Stock outstanding immediately after giving effect to the exercise.

The Exchange Agreement contains customary representations, warranties and agreements by the Company, customary conditions to closing, indemnification obligations of the Company, other obligations of the parties, and termination provisions.

The foregoing description of the Exchange Agreement and the Exchange Warrants does not purport to be complete and is qualified in its entirety by reference to the Exchange Agreement and the Form of Exchange Warrant, copies of each of which are filed herewith as Exhibit 10.2 and Exhibit 4.4, respectively, and incorporated herein by reference.

Registration Rights Agreement

In connection with the Restated Agreement, on October 12, 2022, the Company and Deerfield entered into an Amended and Restated Registration Rights Agreement (the "Registration Rights Agreement"), which amends and restated the existing Registration Rights Agreement entered into on March 11, 2022. Pursuant to the Registration Rights Agreement, the Company has agreed to prepare and file with the Securities and Exchange Commission (the "SEC") a Registration Statement on Form S-3, or such other form as required to effect a registration of the Common Stock issued or issuable upon conversion of or pursuant to the Convertible Notes, the Warrants or the Exchange Warrants (the "Registrable Securities"), covering the resale of the Registrable Securities and such indeterminate number of additional shares of Common Stock as may become issuable upon conversion of or otherwise pursuant to the Registrable Securities to prevent dilution resulting from certain corporate actions. Such Registration Statement must be filed within 30 calendar days following the date of the Registration Rights Agreement. In the event the SEC does not permit all of the Registrable Securities to be included in the Registration Statement or if the Registrable Securities are not otherwise included in the Registration Statement filed pursuant to the Registration Rights Agreement, the Company has agreed to file an additional Registration Statement covering the resale of all Registrable Securities not already covered by an existing and effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 of the Securities Act as promptly as allowed by the SEC or the SEC Guidance provided to the Company. Following effectiveness of the Registration Statement, the Company will file a combined prospectus supplement under the Registration Statement and the Company's existing Registration Statement on Form S-3 (No. 333-237636) registering for resale the shares issuable under the Original Note. The Registration Rights Agreement also provides for piggy-back registration, subject to the terms and conditions of the Registration Rights Agreement. The Company will also file a prospectus supplement to the Existing Registration Statement within two days following the date of the Restated Agreement to reflect the amendment to the Original Note.

The foregoing description of the Registration Rights Agreement and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by reference to the Registration Rights Agreement, a copy of which is filed herewith as Exhibit 10.3 and incorporated herein by reference.

Item 1.02. Creation of a Direct Financial Obligation of a Registrant.

The information set forth under Item 1.01 above with respect to the Company's existing indebtedness under its MidCap Credit Agreement with MidCap is incorporated into this Item 1.02 by reference.

Item 2.02. Results of Operations and Financial Condition.

On October 12, 2022, the Company issued a press release announcing its preliminary results of operations for the period ended September 30, 2022. A copy of the press release is furnished as Exhibit 99.1 and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation of a Registrant.

The information set forth under Item 1.01 above is incorporated into this Item 2.03 by reference.

Item 3.02. Creation of a Direct Financial Obligation of a Registrant.

The information set forth under Item 1.01 above is incorporated into this Item 3.02 by reference.

Item 7.01. Regulation FD.

October 12, 2022, the Company issued a press release announcing the transactions described in Items 1.01, 2.03 and 3.02 above. A copy of the press release is furnished as Exhibit 99.1 to this Form 8-K.

The information included in this Form 8-K under this Item 7.01 (including Exhibit 99.1) shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing made by the company or the operating partnership under the Exchange Act or the Securities Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

4.1	Form of Original Note
4.2	Form of New Note
4.3	Form of Warrant
4.4	Form of Exchange Warrant
10.1	Amended and Restated Facility Agreement, dated October 12, 2022, by and between Sientra, Inc. and Deerfield Partners, L.P.
10.2	Exchange Agreement, dated October 12, 2022, by and between Sientra, Inc. and Deerfield Partners, L.P.
10.3	Amended and Restated Registration Rights Agreement, by and between Sientra, Inc. and Deerfield Partners, L.P.
99.1	Press Release, dated October 12, 2022
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

SIENTRA, INC.

Date: October 12, 2022

By: /s/ Ronald Menezes
Ronald Menezes
President and Chief Executive Officer

Exhibit 4.1

Execution Version

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER SAID ACT, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SAID ACT INCLUDING, WITHOUT LIMITATION, PURSUANT TO RULES 144 OR 144A UNDER SAID ACT OR PURSUANT TO A PRIVATE SALE EFFECTED UNDER SECTION 4(A)(7) OF THE SECURITIES ACT OR APPLICABLE FORMAL OR APPLICABLE FORMAL OR INFORMAL SEC INTERPRETATION OR GUIDANCE, SUCH AS A SO-CALLED "4(a)(1) AND A HALF" SALE.

THE SALE, TRANSFER OR ASSIGNMENT OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT DATED AS OF OCTOBER 12, 2022, AS AMENDED FROM TIME TO TIME, AMONG THE COMPANY AND CERTAIN HOLDERS OF ITS OUTSTANDING SECURITIES. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE COMPANY.

AMENDED AND RESTATED CONVERTIBLE NOTE

Issuance Date: March 11, 2020
Amendment and Restatement Date:
October 12, 2022

Principal: U.S. $50,000,000

FOR VALUE RECEIVED, SIENTRA, INC., a Delaware corporation (the "**Company**"), hereby promises to pay to Deerfield Partners, L.P. (the "**Holder**") the principal amount of Fifty Million Dollars ($50,000,000) (the "**Principal**") pursuant to, and in accordance with, the terms of that certain Facility Agreement (as defined below). The Company hereby promises to pay accrued and unpaid Interest (as defined below) and premium, if any, on the Principal, together with any unpaid Cash Settlement Amounts (as defined below), on the dates, at the rates and in the manner provided for in the Facility Agreement. This Convertible Note (including all Convertible Notes issued in exchange, transfer or replacement hereof, and as any of the foregoing may be amended, restated, supplemented or otherwise modified from time to time this "**Note**") was originally issued on March 11, 2020, amended on September 28, 2021, and amended and restated on October 12, 2022 and is one of the "Original Loan Convertible Notes," "Convertible Notes" and "Notes" referred to in, and is entitled to the benefits of, the Amended and Restated Facility Agreement, dated as of October 12, 2022 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), by and among the Borrower, the other Loan Parties party thereto, the Lenders party thereto and Deerfield Partners, L.P., as agent for the Secured Parties, and the other Facility Documents. All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Facility Agreement.

This Note is subject to mandatory prepayment on the terms specified in the Facility Agreement. Except as expressly provided in the Facility Agreement, the Company has no right, but under certain circumstances may have an obligation, to make payments of Principal prior to the fourth anniversary of the Issuance Date. At any time an Event of Default exists, the Principal of this Note, together with all accrued and unpaid Interest, together with any unpaid Cash Settlement Amounts and any applicable premium due, if any, may be declared, or shall otherwise become, due and payable in the manner, at the price and with the effect provided in the Facility Agreement.

1. Definitions.

(a) Certain Defined Terms. For purposes of this Note, the following terms shall have the following meanings:

(i) "**Affiliate**" means any person or entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a person or entity, as such terms are used in and construed under Rule 144 under the Securities Act. With respect to a Holder, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Holder will be deemed to be an Affiliate of such Holder. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or partnership or other ownership interest, by contract, or otherwise.

(ii) "**Authorized Share Cap Amount**" means (a) prior to the earlier to occur of December 26, 2022 and the consummation of a Qualified Equity Financing, 34,580,361 Shares and (b) following the earlier to occur of December 26, 2022 and the consummation of a Qualified Equity Financing, the result of 54,580,361 Shares, minus a number of Shares equal to the lesser of (y) 20,000,000 and (z) the Shortfall Share Number, in each case, subject to appropriate adjustment for any Stock Event that occurs following the Closing Date. For the avoidance of doubt, if a Qualified Equity Financing shall not have occurred prior to December 26, 2022, the Shortfall Share Number shall be zero (0) Shares.

(iii) "**Authorized Share Conversion Restriction Period**" means the period commencing on the Closing Date and ending on the earliest to occur of: (a) December 26, 2022, if as of such date the Company shall not have consummated an Equity Financing, (b) the later to occur of (y) the Charter Effective Time and, (x) if the Charter Amendment provides for a reverse split of the Common Stock, the Reverse Split Effective Time, and (c) such date after December 26, 2022 as there shall otherwise be sufficient authorized, unissued and unreserved (other than for issuance pursuant to the Convertible Notes and Warrants) Shares to provide for the issuance of the total number of Shares (including Additional Shares) that are then issuable (or may then become issuable) upon conversion of the Notes. Notwithstanding the foregoing, in the event the Stockholder Approval shall not have been obtained or the Charter Amendment Effective Time and, if applicable, the Reverse Split Effective Time shall not have occurred on or prior to April 12, 2023, such failure shall constitute an immediate Event of Default under the Facility Agreement and entitle the Lenders to all payments and remedies provided under the Facility Agreement upon the occurrence of an Event of Default.

(iv) "**Capital Stock**" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock, limited liability company interests or other similar interests issued by that entity, but for the avoidance of doubt, excluding any debt securities convertible into such interests.

(v) "**Cash Settlement Period**" means the period commencing on the earlier of December 26, 2022 and the date a Major Transaction Notice is delivered (or is required to be delivered) in respect of a Major Transaction and ending upon the termination of the Authorized Share Conversion Restriction Period.

(vi) "**Common Equity**" of any Person means Capital Stock of such Person that is generally entitled (a) to vote, in the election of directors of such person or (b) if such Person is not a corporation, to vote or otherwise participate in the election of the governing body, partners, managers or others that will control the management or policies of such person.

(vii) "**Common Stock**" means the common stock of the Company.

(viii) "**Conversion Amount**" means the Principal to be converted, redeemed or otherwise with respect to which this determination is being made.

(ix) "**Conversion Price**" means, as of any Conversion Date or other date of determination, $2.75 per share of Common Stock, subject to adjustment as provided herein and subject to appropriate adjustment to reflect any subdivision of outstanding Common Stock (by any stock split, share or stock dividend, recapitalization or otherwise) or combination of outstanding Common Stock (by consolidation, combination, reverse stock split or otherwise), repayment or reduction of capital or other event giving rise to an adjustment of the nominal amount of such Common Stock hereafter.

(x) "**Delisting Event**" means any of the following: (A) the Common Stock is not listed on the Principal Market or (B) trading in the Common Stock on the Principal Market is suspended for a period exceeding five Trading Days.

(xi) "**Dollars**" or "**$**" means United States Dollars.

(xii) "**Eligible Market**" means the NASDAQ Global Market, the NASDAQ Global Select Market, the New York Stock Exchange, the NYSE American, or the Nasdaq Capital Market.

(xiii) "**Excess Conversion Shares**" means, with respect to each conversion of this Note (in whole or in part) during the Authorized Share Conversion Restriction Period, including, for the avoidance of doubt, each Major Transaction Conversion in respect of a Company Share Major Transaction, the number of Conversion Shares (if any) issuable upon such conversion (disregarding for such purpose the Beneficial Ownership Cap, the Cap Allocation Amount, the existence of the Authorized Share Conversion Restriction Period and any other limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such conversion and issuance) in excess of the Cap Allocation Amount in effect immediately prior to such conversion.

(xiv) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(xv) "**Freely Tradeable Shares**" means Shares that, at the time of issuance thereof, (i) are duly authorized, validly issued, fully paid and non-assessable, (ii) are the subject of an effective registration statement that is available for the resale thereof, as provided for in the Registration Rights Agreement, and (iii) do not bear, and are not subject to, any restrictive legend, stop transfer or similar restriction.

(xvi) "**Interest**" means any interest (including any default interest) accrued on the Principal pursuant to the terms of this Note and the Facility Agreement.

(xvii) "**Issuance Date**" means March 11, 2020, regardless of any exchange or replacement hereof.

(xviii) "**Major Transaction**" means any of the following events:

(A) a consolidation, merger, exchange of shares, recapitalization, reorganization, business combination or other similar event, (1) following which the holders of Common Stock immediately preceding such consolidation, merger, exchange, recapitalization, reorganization, combination or event either (a) no longer hold at least 50% of the Common Stock or (b) no longer have the ability to elect at least 50% of the members of the board of directors of the Company or (2) as a result of which Common Stock shall be converted into or re-designated as (or the holders of shares of Common Stock become entitled to receive) the same or a different number of shares of the same or another class or classes of stock or securities of the Company or another entity (other than to the extent the shares of Common Stock are changed or exchanged solely to reflect a change in the Company's jurisdiction of incorporation); or

(B) the sale or transfer (other than to a wholly owned subsidiary of the Company that is a Loan Party) in a single transaction or series of related transactions of (i) all or substantially all of the assets of the Company (including, for the avoidance of doubt, all or substantially all of the assets of the Company and its Subsidiaries) or (ii) assets of the Company or its Subsidiaries for a purchase price equal to more than 50% of the Enterprise Value (as defined below) of the Company. For purposes of this clause (B), "**Enterprise Value**" shall mean (I) the product of (x) the number of issued and outstanding shares of Common Stock on the date the Company delivers the Major Transaction Notice (as defined below in Section 3(b)) multiplied by (y) the per share closing price of the Common Stock on such date plus (II) the amount of the Company's debt as shown on the latest financial statements filed with the SEC (the "**Current Financial Statements**") less (III) the amount of cash and cash equivalents of the Company as shown on the Current Financial Statements; or

(C) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Company, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect "beneficial owner" as defined in Rule 13d-3 under the Exchange Act of the Company's Common Equity representing more than 50% of the voting power of the Company's Common Equity;

(D) the liquidation, bankruptcy, insolvency, dissolution or winding-up (or the occurrence of any analogous proceeding) affecting the Company; or

(E) the Common Stock ceases to be listed, traded or publicly quoted on the NASDAQ Stock Market LLC and are not promptly re-listed or requoted on an Eligible Market; or

(F) the Common Stock ceases to be registered under Section 12 of the Exchange Act;

provided, however, that a transaction or transactions described in clause (A) above shall not constitute a Major Transaction, if at least 90% of the consideration received or to be received by the holders of Common Stock, excluding cash payments for fractional shares, in connection with such transaction or transactions, consists of freely tradable, unrestricted common shares or ordinary shares ("**Equity Shares**") of a Qualified Issuer (as defined below) that are listed on an Eligible Market or will be so listed when issued or exchanged in connection with such transaction or transactions and if as a result of such transaction or transactions the obligations of the Company under the Notes and the Facility Agreement are assumed by such Qualified Issuer, and such notes thereafter become convertible at any time and from time to time, pursuant to the terms hereof, into such Equity Shares, including with such appropriate revisions to the Conversion Price and to Schedule I hereto to reflect the conversion ratio to be received by holders of Common Stock in such transaction as shall be reasonably satisfactory to the Holder. An issuer is a "**Qualified Issuer**" if, as of the 5th Trading Date prior to the announcement of the foregoing transaction its Market Cap (as defined below) is at least $450 million. "**Market Cap**" shall mean the product of the number of outstanding Equity Securities and the Volume Weighted Average Price of such securities, both determined as of the foregoing 5th Trading Day.

(xix) "**Major Transaction Company Shares**" shall have the meaning set forth in Section 3(a) hereof.

(xx) "**Major Transaction Conversion Period**" means the period beginning upon receipt by the Holder of the Major Transaction Notice (as defined below) in respect of the applicable Major Transaction and ending (1) in the case of a Successor Major Transaction (as defined below), on the later of (A) five (5) Trading Days prior to consummation of such Major Transaction and (B) fifteen (15) Trading Days after the Holder's receipt of the last Major Transaction Change Notice received by the Holder in respect of such Major Transaction, and (2) in the case of a Company Share Major Transaction (as defined below), at such time as all Principal amounts have been theretofore repaid, converted and/or otherwise satisfied in full hereunder and under the Facility Agreement.

(xxi) "**Maturity Date**" means the sixth anniversary of the Issuance Date, subject to the terms specified in the Facility Agreement.

(xxii) "**Pending Redemption Period**" means the period commencing on the date an Optional Redemption Notice is delivered hereunder and ending on the earlier of the date (which shall not be prior to the applicable Optional Redemption Date) the Optional Redemption Price payable to the Holder thereunder is paid in full and the date the Pending Redemption Period is terminated by the Holder in accordance with Section 7(d) or in accordance with Section 7(c).

(xxiii) "**Optional Redemption Price**" means the Principal amount of this Note to be redeemed pursuant to an Optional Redemption.

(xxiv) "**Person**" means an individual, a corporation, a limited liability company, an association, a partnership, a joint venture, a joint stock company, a trust, an unincorporated organization or a government or agency or a political subdivision thereof.

(xxv) "**Principal**" means the outstanding principal amount of this Note as of any date of determination.

(xxvi) "**Principal Market**" means the Eligible Market on which the Common Stock is primarily listed on and quoted for trading, which as of the Issuance Date, shall be the NASDAQ Global Select Market.

(xxvii) "**Registration Failure**" means that (A) the Company fails to file with the SEC on or before the Filing Deadline (as defined in the Registration Rights Agreement) any Registration Statement required to be filed pursuant to Section 2(a) of the Registration Rights Agreement registering Conversion Shares (as defined below), (B) the Company fails use its best efforts to obtain effectiveness with the SEC, prior to the Registration Deadline (as defined in the Registration Rights Agreement), of any Registration Statement (as defined in the Registration Rights Agreement) that is required to be filed pursuant to Section 2(a) of the Registration Rights Agreement registering Conversion Shares, or fails to keep such Registration Statement current and effective as required in Section 3 of the Registration Rights Agreement, (C) the Company fails to file any additional Registration Statement required to be filed pursuant to Section 2(a)(ii) of the Registration Rights Agreement registering Conversion Shares on or before the Additional Filing Deadline or fails to use its best efforts to cause such new Registration Statement to become effective on or before the Additional Registration Deadline, (D) the Company fails to file any amendment to any Registration Statement registering Conversion Shares, or any additional Registration Statement required to be filed pursuant to Section 3(b) of the Registration Rights Agreement registering Conversion Shares within twenty (20) days of the applicable Registration Trigger Date (as defined in the Registration Rights Agreement), or fails to use its best efforts to cause such amendment and/or new Registration Statement to become effective within forty-five (45) days of the applicable Registration Trigger Date, (E) any Registration Statement required to be filed under the Registration Rights Agreement registering Conversion Shares, after its initial effectiveness and during the Registration Period (as defined in the Registration Rights Agreement), lapses in effect or sales of any Conversion Shares constituting Registrable Securities (as defined in the Registration Rights Agreement) cannot otherwise be made thereunder (whether by reason of the Company's failure to amend or supplement the prospectus included therein in accordance with the Registration Rights Agreement, the Company's failure to file and to obtain effectiveness with the SEC of an additional Registration Statement registering Conversion Shares or amended Registration Statement required pursuant to Sections 2(a)(ii) or 3(b) of the Registration Rights Agreement, as applicable, or otherwise), and (F) the Company fails to provide a written response to any comments to the foregoing Registration Statements submitted by the SEC within twenty (20) days of the date that such SEC comments are received by the Company.

(xxviii) "**Registration Rights Agreement**" means that certain Amended and Restated Registration Rights Agreement dated as of October 12, 2022, among the Company and the Lenders and other Investors party thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(xxix) "**Required Note Holders**" means Holders of at least 50.1% of the aggregate principal amount of the Notes outstanding.

(xxx) "**SEC**" means the Securities and Exchange Commission.

(xxxi) "**Securities Act**" means the Securities Act of 1933, as amended.

(xxxii) "**Shares**" means shares of Common Stock.

(xxxiii) "**Standard Settlement Period**" means the standard settlement period for equity trades effected by U.S. broker-dealers, expressed in a number of Trading Days, as in effect on the date the applicable Conversion Notice (as defined below) is received or deemed received by the Company.

(xxxiv) "**Successor Entity**" means any Person purchasing the Company's assets or Common Stock in a Major Transaction, or any successor entity resulting from such Major Transaction.

(xxxv) "**Trading Day**" means any day on which shares of Common Stock are traded for any period on the Principal Market.

(xxxvi) "**Volume Weighted Average Price**" for any security as of any date means the volume weighted average sale price of such security on the Principal Market as reported by Bloomberg Financial Markets or an equivalent, reliable reporting service mutually acceptable to and hereinafter designated by the Required Note Holders and the Company ("**Bloomberg**") or, if no volume weighted average sale price is reported for such security, then the last closing trade price of such security as reported by Bloomberg, or, if no last closing trade price is reported for such security by Bloomberg, the average of the bid prices of any market makers for such security that are listed in the over the counter market by the Financial Industry Regulatory Authority, Inc. or on the "over the counter" Bulletin Board (or any successor) or in the Pink Open Market (or any successor) by the OTC Markets Group, Inc. If the Volume Weighted Average Price cannot be calculated for such security on such date in the manner provided above, the Volume Weighted Average Price shall be the fair market value as mutually determined by the Company and the Holders of a majority in interest of the Notes being converted for which the calculation of the Volume Weighted Average Price is required in order to determine the Conversion Price of such Notes.

2. Conversion Rights. This Note may be converted into Shares on the terms and conditions set forth in this Section 2 and, where applicable, Section 3.

(a) Conversion at Option of the Holder. Subject to Section 2(h), on or after the date hereof, the Holder shall be entitled to convert all or any part of the Principal into, and the Company shall issue, fully paid Shares, ranking pari passu with the fully paid Shares then in issue (the "**Conversion Shares**") in accordance with this Section 2 and, if applicable, Section 3, at the Conversion Rate (as defined in Section 2(b)). If the issuance would result in the issuance of a fraction of a Share, then the Company shall round such fraction of a Share up to the nearest whole share. Notwithstanding anything herein to the contrary, the Company shall not issue to the Holder, and the Holder may not acquire, a number of Shares upon conversion of this Note or otherwise

issue any Common Stock pursuant hereto or the Facility Agreement to the extent that, upon such conversion, the number of Shares then beneficially owned by the Holder and its Affiliates and any other persons or entities whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act (including shares held by any "group" of which the Holder is a member, but excluding shares beneficially owned by virtue of the ownership of securities or rights to acquire securities that have limitations on the right to convert, exercise or purchase similar to the limitation set forth herein) would exceed 4.985% of the total number of shares of Common Stock then issued (excluding treasury shares) (the "**Beneficial Ownership Cap**"); provided, however, that the Beneficial Ownership Cap shall only apply to the extent that shares of Common Stock are deemed to constitute "equity securities" pursuant to Rule 13d-1(i) promulgated under the Exchange Act. For purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and applicable regulations of the SEC, and the percentage held by the Holder shall be determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act. Upon the written request of the Holder, the Company shall, within two (2) Trading Days, confirm orally and in writing to the Holder the number of Shares then outstanding.

(b) Conversion Rate. The number of Conversion Shares issuable upon a conversion of any portion of this Note pursuant to Section 2 shall be determined according to the following formula (the "**Conversion Rate**"):

$$\frac{\text{Conversion Amount}}{\text{Conversion Price}}$$

The Conversion Rate shall be subject to adjustment in connection with a Major Transaction Conversion (as defined below) in accordance with and subject to the provisions of Section 3 hereof.

(c) Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

(i) Holder's Delivery Requirements. To convert a Conversion Amount into Conversion Shares on any date (the "**Conversion Date**"), the Holder shall (A) transmit by facsimile or electronic mail (or otherwise deliver), for receipt on or prior to 5:00 p.m. New York City time on such date, a copy of an executed conversion notice in the form attached hereto as Exhibit A or, in the case of a Major Transaction Conversion for Major Transaction Company Shares (as defined below), a Major Transaction Conversion Notice (such applicable notice, the "**Conversion Notice**") to the Company (Attention: Oliver Bennett, Esq., Email: oliver.bennett@sientra.com), and (B) if required by Section 2(c)(vi), surrender to a common carrier for delivery to the Company, no later than three (3) Business Days after the Conversion Date, the original Note being converted (or an indemnification undertaking in customary form with respect to this Note in the case of its loss, theft or destruction).

(ii) Company's Response. Upon receipt or deemed receipt by the Company of a copy of a Conversion Notice, the Company (I) shall immediately send, via facsimile or electronic mail, a confirmation of receipt of such Conversion Notice (which confirmation shall include the Company's determination of the number of Excess Conversion Shares (if any) and any Cash Settlement Amount applicable to such Conversion Notice) to the Holder and the Company's

designated transfer agent (the "**Transfer Agent**"), which confirmation shall constitute an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein and (II) on or before the second (2nd) Trading Day (or, if earlier, the last day of the Standard Settlement Period) following the date of receipt or deemed receipt by the Company of such Conversion Notice or, in the case of Major Transaction Company Shares, within the period provided in Section 3(d) (the "**Share Delivery Date**"); (A) provided that the Holder or its designee is eligible to receive Shares through DTC, credit such aggregate number of Conversion Shares to which the Holder shall be entitled to the Holder's or its designee's balance account with The Depository Trust Company ("**DTC**") through its Deposit/Withdrawal at Custodian system, or (B) if the foregoing shall not apply, issue and deliver to the address as specified in the Conversion Notice, a share or stock certificate (as the case may be), registered in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder shall be entitled. If this Note is submitted for conversion, and the Principal represented by this Note is greater than the Principal being converted, then the Company shall, as soon as practicable and in no event later than three (3) Trading Days after receipt of this Note (the "**Note Delivery Date**") and at its own expense, issue and deliver to the Holder a new Note representing the Principal not converted and cancel this Note. This Note and the Conversion Shares will be free-trading, and freely transferable, and will not contain a legend restricting the resale or transferability of the Conversion Shares if any of the Unrestricted Conditions (as defined below) is met.

(iii) Dispute Resolution. In the case of a dispute as to the determination of the Conversion Price or any Cash Settlement Amount or the arithmetic calculation of the Conversion Rate, the Company shall instruct the Transfer Agent to issue to the Holder the number of Conversion Shares that is not disputed, and shall pay the Cash Settlement Amount that is not disputed, and shall transmit an explanation of the disputed determinations or arithmetic calculations to the Holder via facsimile or electronic mail within two (2) Business Days of receipt or deemed receipt of the Holder's Conversion Notice or other date of determination. If the Holder and the Company are unable to agree upon the determination of the Conversion Price or arithmetic calculation of the Conversion Rate within one (1) Business Day of such disputed determination or arithmetic calculation being transmitted to the Holder, then the Company shall promptly (and in any event within two (2) Business Days) submit via facsimile or electronic mail (A) the disputed determination of the Conversion Price or the Cash Settlement Amount to an independent, reputable investment banking firm agreed to by the Company and the Required Note Holders, or (B) the disputed arithmetic calculation of the Conversion Rate to the Company's independent registered public accounting firm, as the case may be. The Company shall direct the investment bank or the accounting firm, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than two (2) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accounting firm's determination or calculation, as the case may be, shall be binding upon all parties absent manifest error. Notwithstanding anything herein to the contrary, any such final determination in respect of a dispute in connection with a Major Transaction in which the Company is not the surviving parent entity, shall be made prior to consummation of such Major Transaction.

(iv) Record Holder. The person or persons entitled to receive the Conversion Shares issuable upon a conversion of this Note shall be treated for all purposes as the legal and record holder or holders of such Shares upon delivery of the Conversion Notice via facsimile, electronic mail or otherwise

in accordance with the terms hereof; provided, for the avoidance of doubt, that during the Authorized Share Conversion Restriction Period, upon the conversion of this Note for Excess Conversion Shares, the Holder shall not be deemed to be a holder of such Excess Conversion Shares.

(v) Company's Failure to Timely Convert.

(A) Cash Damages. If within three (3) Business Days after the Company's receipt of the facsimile or electronic mail copy of a Conversion Notice or deemed receipt of a Conversion Notice or, in the case of a conversion of this Note during the Cash Settlement Period in respect of Excess Conversion Shares, the date by which the Cash Settlement Amount is payable (the "**Cash Damages Trigger Date**") the Company shall fail (i) to issue and deliver a certificate to the Holder for, or credit the Holder's or its designee's balance account with DTC with, the number of Conversion Shares (free of any restrictive legend if any of the Unrestricted Conditions (as defined below) is met) to which the Holder is entitled upon the Holder's conversion of any Conversion Amount, or (ii) pay such Cash Settlement Amount, then in addition to all other available remedies that the Holder may pursue hereunder and under the Facility Agreement, the Company shall pay additional damages to the Holder for each 30-day period (prorated for any partial period) after the Cash Damages Trigger Date such conversion is not timely effected in an amount equal to one and one-half percent (1.5%) of (y) in the case of a failure to timely deliver Conversion Shares, the product of (I) the number of Conversion Shares not issued to the Holder or its designee on or prior to the Share Delivery Date and to which the Holder is entitled and (II) the Volume Weighted Average Price of a share of Common Stock on the Share Delivery Date or (z) in the case of a failure to timely pay a Cash Settlement Amount, such Cash Settlement **Amount**. Alternatively, subject to Section 2(c)(iii), at the election of the Holder made in the Holder's sole discretion, the Company shall (I) pay to the Holder, in lieu of the additional damages referred to in the preceding sentence (but in addition to all other available remedies that the Holder may pursue hereunder and under the Facility Agreement), 105% of the amount by which (A) the Holder's total purchase price (including brokerage commissions, if any) for the Shares purchased to make delivery in satisfaction of a sale by the Holder of the Conversion Shares to which the Holder is entitled but has not received upon a conversion exceeds (B) the net proceeds received by the Holder from the sale of the Shares to which the Holder is entitled but has not received upon such conversion, and (II) at the option of the Holder, by notice to the Company made via email prior to receipt by the Holder of the Conversion Shares, either reinstate the portion of this Note and equivalent number of Conversion Shares for which such conversion was not honored or deliver to the Holder the number of Shares that would have been issued had the Company timely complied with its conversion and delivery obligations hereunder. If the Company fails to pay the additional damages set forth in this Section 2(c)(v)(A) within five (5) Business Days of the date incurred, then the Holder entitled to such payments shall have the right at any time, so long as the Company continues to fail to make such payments, to require the Company, upon written notice, to immediately issue, in lieu of such cash damages, the number of Shares equal to the quotient of (X) the aggregate amount of the damages payments described herein divided by (Y) the Conversion Price in effect on such Conversion Date as specified by the Holder in the Conversion Notice.

(B) Void Conversion Notice. If for any reason the Holder has not received all of the Conversion Shares prior to the fifteenth (15th) Business Day after the Share Delivery Date with respect to a

conversion of this Note or, in the case of Excess Conversion Shares, has not received all of the Cash Settlement Amount by the due date therefor (a "**Conversion Failure**"), then the Holder, upon written notice to the Company (a "**Void Conversion Notice**"), may void its Conversion Notice with respect to, and retain or have returned, as the case may be, any portion of this Note that has not been converted pursuant to the Holder's Conversion Notice or, in the case of Excess Conversion Shares, with respect to which a Cash Settlement Amount has not been paid; provided, that the voiding of the Holder's Conversion Notice shall not affect the Company's obligations to make any payments that have accrued prior to the date of such notice pursuant to Section 2(c)(v)(A) or otherwise.

(C) Event of Default. A Conversion Failure shall constitute an immediate Event of Default under the Facility Agreement and entitle the Lenders to all payments and remedies provided under the Facility Agreement upon the occurrence of an Event of Default.

(vi) Book-Entry. Notwithstanding anything to the contrary set forth herein, upon conversion or redemption of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Company unless all of the Principal is being converted or redeemed. The Holder and the Company shall maintain records showing the Principal converted or redeemed and the dates of such conversions or redemptions or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Note upon any such partial conversion or redemption. Notwithstanding the foregoing, if this Note is converted or redeemed as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder may request, representing in the aggregate the remaining Principal represented by this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion or redemption of any portion of this Note, the Principal of this Note may be less than the principal amount stated on the face hereof.

(d) Taxes. The Company shall pay any and all Other Taxes that may be payable with respect to the issuance and delivery of Conversion Shares upon the conversion of this Note. For greater certainty, the provisions of Section 2.4 of the Facility Agreement shall apply with respect to any and all Taxes with respect to payments by the Company (or any other applicable Credit Party) hereunder, including with respect to the delivery of Conversion Shares upon the conversion of this Note.

(e) Legends.

(i) Restrictive Legend. The Holder understands that until such time as this Note or the Conversion Shares have been registered under the Securities Act and applicable state securities laws as contemplated by the Registration Rights Agreement or otherwise may be sold pursuant to Rule 144 under the Securities Act or another exemption from registration under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, this Note and the Conversion Shares, as applicable, may bear a restrictive legend in substantially the following form (and a stop-transfer order consistent therewith may be placed against transfer of the certificates for such securities):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER SAID ACT, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SAID ACT INCLUDING, WITHOUT LIMITATION, PURSUANT TO RULES 144 OR 144A UNDER SAID ACT OR PURSUANT TO A PRIVATE SALE EFFECTED UNDER SECTION 4(A)(7) OF THE SECURITIES ACT OR APPLICABLE FORMAL OR INFORMAL SEC INTERPRETATION OR GUIDANCE, SUCH AS A SO-CALLED "4(a)(1) AND A HALF" SALE."

"THE SALE, TRANSFER OR ASSIGNMENT OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT DATED AS OF OCTOBER 12, 2022, AS AMENDED FROM TIME TO TIME, AMONG THE COMPANY AND CERTAIN HOLDERS OF ITS OUTSTANDING SECURITIES. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE COMPANY."

The Conversion Shares may be issued without registration thereof under the Securities Act in reliance on a valid exemption under the Securities Act.

(ii) Removal of Restrictive Legends. This Note and the certificates evidencing the Conversion Shares (including any Major Transaction Company Shares), as applicable, shall not contain any securities legend restricting the transfer thereof (including the legends set forth above in subsection 2(e)(i)): (A) while a registration statement (including a Registration Statement, as defined in the Registration Rights Agreement) covering the sale or resale of the Conversion Shares is effective under the Securities Act, or (B) following any sale of such Note and/or Conversion Shares pursuant to such a registration statement or Rule 144, or (C) if such Note or Conversion Shares, as the case may be, are eligible for sale under Rule 144(b)(1), or (D) if at any time on or after the date hereof (y) the Holder certifies that it is not an "affiliate" within the meaning of such term under Rule 144 and that the Holder's holding period for purposes of Rule 144 and, in the case of the Conversion Shares, subsection (d)(3)(ii) thereof with respect to such Note and/or Conversion Shares is at least six (6) months, and (z) if such holding period is less than twelve (12) months, the Company has filed all reports on Form 10-K and Form 10-Q required to be filed by the Company during the preceding twelve (12) months, or (E) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC) (collectively, the "**Unrestricted Conditions**"). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly after the Effective Date (as defined below), or at such other time as any of the Unrestricted Conditions have been satisfied, if required by the Company's transfer agent to effect the issuance of this Note or the Conversion Shares, as applicable, without a restrictive legend or removal of the legend hereunder. If any of the Unrestricted Conditions is met at the time of issuance of any of the Conversion Shares, then such Conversion Shares shall be issued free of all United States legends. The Company agrees that

following the Effective Date or at such time as any of the Unrestricted Conditions is met or such United States legend is otherwise no longer required under this Section 2(e), it will, no later than two (2) Trading Days Day (or, if fewer, the number of days comprising the Standard Settlement Period) following the delivery (the "**Unlegended Shares Delivery Deadline**") by the Holder to the Company or the Transfer Agent of this Note and a certificate representing Conversion Shares, as applicable, issued with a restrictive United States legend (such third Trading Day, the "**Legend Removal Date**"), deliver or cause to be delivered to such Holder this Note and/or a certificate (or electronic transfer) representing such Shares that is free from all restrictive and other United States legends. For purposes hereof, "Effective Date" shall mean the date that the Registration Statement that the Company is required to file pursuant to the Registration Rights Agreement and covering the Conversion Shares has been declared effective by the SEC.

(iii) Sale of Unlegended Shares. Holder agrees that the removal of the restrictive securities legend from this Note and any certificates representing securities as set forth in Section 2(e)(i) above is predicated upon the Company's reliance that the Holder will sell this Note or any Conversion Shares, as applicable, pursuant to either the registration requirements of the Securities Act and applicable state securities laws, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if such securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein.

(f) Dividend, Subdivision, Combination or Reclassification. If the Company shall, at any time or from time to time, (A) declare a dividend on the Common Stock, or capitalization of profits or reserves, payable in shares of its Capital Stock (including Common Stock), other than a dividend for which the Holder would be entitled to participate pursuant to Section 6, (B) subdivide the outstanding shares of Common Stock into a larger number of shares of Common Stock, (C) consolidate or combine the outstanding shares of Common Stock into a smaller number of shares of its Common Stock or (D) issue any shares of its Capital Stock in a reclassification of the Common Stock (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), or (E) repay or reduce its capital or otherwise adjust the nominal value of its Shares, then in each such case, the Conversion Price in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification shall be adjusted so that the Holder of this Note upon conversion after such date shall be entitled to receive the aggregate number and kind of shares of its Capital Stock which, if this Note had been converted immediately prior to such date, such holder would have owned upon such conversion and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification. Any such adjustment shall become effective immediately after the record date of such dividend or the effective date of such subdivision, combination or reclassification. Such adjustment shall be made successively whenever any event listed above shall occur. If a dividend on the Common Stock, or capitalization of profits or reserves, payable in shares of its Capital Stock (including Common Stock) is declared and such dividend is not paid, the Conversion Price shall again be adjusted to be the Conversion Price, in effect immediately prior to such record date (giving effect to all adjustments that otherwise would be required to be made pursuant to this Section 2 from and after such record date).

(g) Authorized Share Cap. Notwithstanding anything to the contrary contained herein, during the Authorized Share Conversion Restriction Period, the Company shall not issue, upon conversion of this Note (in whole or in part) Shares in an amount greater than the difference of (i) the Authorized Share Cap Amount, as then in effect, minus (ii) the aggregate number of Conversion Shares and Warrant Shares (as defined in the Warrants) (in each case, subject to appropriate adjustment for any Stock Event that occurs after the issuance of any Conversion Shares or Warrant Shares, as applicable) issued prior to such time upon conversion of Notes and exercise of Warrants by the Holder (subject to adjustment as provided herein, the "**Cap Allocation Amount**"). In the event that the Holder shall sell or otherwise transfer this Note (in whole or in part), the Cap Allocation Amount applicable hereto immediately prior to such transfer shall be allocated to the Note acquired by the transferee as shall be determined by the Holder and such transferee.

(h) Cash Settlement. Upon the conversion of this Note (in whole or in part) by the Holder during the Cash Settlement Period, the Company shall not issue any Excess Conversion Shares, and, in lieu of delivering Excess Conversion Shares, shall pay to the Holder an amount in cash (the "**Cash Settlement Amount**") equal to the product of (A) the number of Excess Conversion Shares (including, for the avoidance of doubt, in the case of any Major Transaction Conversion in respect of a Company Share Major Transaction, the Base Conversion Shares and the Additional Conversion Shares), *multiplied by* (B) the Closing Price on the Trading Day immediately preceding the Conversion Date. For the avoidance of doubt, the Holder shall not be required to specify (in a Conversion Notice or otherwise) whether a conversion would result in Excess Conversion Shares or require payment of a Cash Settlement Amount. Notwithstanding anything to the contrary contained herein, if the Holder delivers a Conversion Notice at any time during the Authorized Share Conversion Restriction Period, any Principal elected to be converted pursuant to such Conversion Notice (but solely to the extent in respect of any applicable Excess Conversion Shares) shall be deemed to be outstanding, and shall continue to bear interest, until the date the Cash Settlement Amount in respect of such Principal shall have been paid to the Holder (except, for the avoidance of doubt, that if the Holder delivers a Void Conversion Notice with respect thereto, such Principal shall thereafter remain outstanding and bear interest until it is otherwise satisfied or converted in accordance with the terms hereof and of the Facility Agreement). The Cash Settlement Amount shall be paid, in cash, to the Holder within three (3) Business Days following the Conversion Date in accordance with instructions provided by Holder for payments under the Facility Agreement. In the event that (i) the Company consummates a Major Transaction, the Company shall pay, or cause the relevant Successor Entity to pay, to each Holder, concurrently with the consummation of such Major Transaction, all Cash Settlement Amounts payable to the Holder that remain unpaid as of the date such Major Transaction is consummated or (ii) the Obligations become due and payable pursuant to the Facility Agreement, all Cash Settlement Amounts that remain unpaid and are not yet due and payable shall simultaneously become due and payable to the each Holder to which such Cash Settlement Amounts are then payable.

3. Rights Upon Major Transaction. In the event that a Major Transaction occurs, then the Holder, at its option, may (i) require the Company to repay in cash all or a portion of the principal amount outstanding on the Holder's Notes plus all accrued and unpaid Interest thereon and any other amounts payable under the Facility Agreement (including the Make Whole Amount), in accordance with Section 5.19 of the Facility Agreement or (ii) convert all or a portion of the principal amount outstanding in accordance with the provisions of this Section 3 (a "**Major**

Transaction Conversion") and cause the Company to pay to the Holder all accrued and unpaid Interest under this Note. The Holder shall have the right to waive its rights under this Section 3 with respect to such Major Transaction.

(a) Major Transaction Conversion. In the event that a Major Transaction occurs, then (1) in the case of a transaction covered by the provisions of clause (A) of the definition of "Major Transaction" in which the Common Stock of the Company is converted into the right to receive cash, securities of another entity and/or other assets (a "**Successor Major Transaction**"), the Holder, at its option, may convert, in whole or in part, the outstanding principal amount under this Note into the right to receive upon consummation of the Major Transaction, the amount of cash and other assets and the number of securities or other property of the Successor Entity or other entity that the Holder would have received had such Holder converted the Major Transaction Conversion Amount (as defined below) into Base Conversion Shares and Additional Conversion Shares (as defined below and without regard to the Beneficial Ownership Cap, the Cap Allocation Amount, the existence of the Authorized Share Conversion Restriction Period and any other limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such conversion and issuance) immediately prior to the consummation of such Major Transaction (the "**Successor Consideration**") and (2) in the case of any other Major Transactions not covered under clause (1) above (a "**Company Share Major Transaction**"), the Holder shall have the right to convert, in whole or in part, and from time to time, the outstanding principal amount under this Note into Base Conversion Shares and Additional Conversion Shares (or to the extent such Base Conversion Shares and/or Additional Conversion Shares constitute Excess Conversion Shares, the Cash Settlement Amount with respect thereto), without regard to the Cap Allocation Amount ("**Major Transaction Company Shares**").

(b) Base Conversion Shares and Additional Conversion Shares. Notwithstanding anything herein to the contrary, with respect to any conversion or deemed conversion effected in connection with a Major Transaction pursuant to this Section 3, the aggregate total number of Major Transaction Company Shares (or applicable Cash Settlement Amounts) into which all or any portion of the principal amount of this Note may be converted or, the aggregate number of conversion shares to be used for calculating the Successor Consideration, as applicable, shall be calculated to be the sum of (a) the number of shares of Common Stock into which the principal amount of this Note then being converted would otherwise be converted as calculated under Section 2 hereof (such number of shares, the "**Base Conversion Shares**"), plus (b) the number of shares of Common Stock equal to the product of (x) the Additional Share Coefficient (as such term is defined and determined for each $1,000 of principal amount of this Note on Schedule I attached hereto and made a part hereof) for such Major Transaction and (y) a fraction the numerator of which is the amount of the principal amount of this Note then being converted and the denominator of which is $1,000 (such number of shares of Common Stock calculated in accordance with this clause (b), the "**Additional Conversion Shares**").

(c) Notice; Major Transaction Conversion Election. At least thirty (30) days prior to the consummation of any Major Transaction but, in any event, within one (1) Business Day following the first to occur of (x) the date of the public announcement of such Major Transaction if such announcement is made before 4:00 p.m., New York City time, or (y) the day following the public

announcement of such Major Transaction if such announcement is made on and after 4:00 p.m., New York City time, the Company shall deliver written notice thereof via (i) facsimile or electronic mail and (ii) overnight courier to the Holder (a "**Major Transaction Notice**"); provided, however, that, with respect to any Major Transaction that is not a Successor Major Transaction, the applicable deadline by which the Company must deliver the Major Transaction Notice shall be within one (1) Business Day following (x) the date of the first public announcement by any Person of such Major Transaction if such announcement is made before 4:00 p.m., New York City time, or (y) the day following the first public announcement by any Person of such Major Transaction if such announcement is made on or after 4:00 p.m., New York City time; and provided, further, that the Company shall make a public announcement of any Major Transaction not later than two (2) Trading Days after the Company first has knowledge of the occurrence thereof. Any Major Transaction Change Notice or other notice delivered or re-sent (or required to be delivered or re-sent) by or on behalf of the Company pursuant to this Section 3 shall be delivered (or re-sent, as applicable) to the Holder and its counsel by email or overnight courier. Each Major Transaction Notice shall prominently indicate that it is a "Major Transaction Notice" and the subject of any email that contains or attaches a Major Transaction Notice shall be "Sientra – Major Transaction Notice." Each Major Transaction Notice shall set forth the date on which the applicable Major Transaction has been or will be consummated (or, if such date is not known, the Company's good faith estimate of the date of such consummation). If a Major Transaction shall not have been consummated within thirty (30) days following the date the Major Transaction Notice with respect thereto shall have first been delivered to the Holder, then promptly following such thirtieth (30th) day, such Major Transaction Notice shall be re-sent in accordance with this Section 3(c) (excepting the time period requirement for delivery set forth above and provided, that such notice shall be updated, if applicable, to reflect the Company's good faith estimate of the date on which the Major Transaction will be consummated as of the date such notice is re-sent). Without limiting the rights and remedies of the Holder hereunder or under the Facility Documents or otherwise at law or in equity, the failure to timely deliver or re-send any Major Transaction Notice or other notice pursuant to this Section 3 or to include any required information in such notice shall toll any time period hereunder for any response responding to, or taking any action following, such notice by the Holder. At any time during the Major Transaction Conversion Period, the Holder may elect to effect a Major Transaction Conversion by delivering written notice thereof ("**Major Transaction Conversion Notice**") to the Company, which Major Transaction Conversion Notice shall indicate the portion of the Note (the "**Major Transaction Conversion Amount**"), calculated with reference to the principal amount outstanding that the Holder is electing to treat as a Major Transaction Conversion. For the avoidance of doubt, the Holder shall be permitted to make successive conversions and send successive Major Transaction Conversion Notices in respect of a Company Share Major Transaction from time to time at any time during the Major Transaction Conversion Period.

(d) Settlement of Major Transaction Conversion. Following the receipt of a Major Transaction Conversion Notice from the Holder, the Company shall not effect a Successor Major Transaction that is being treated as a Major Transaction Conversion unless at the time of the execution of the definitive documentation relating to such Major Transaction it obtains the written agreement of the Successor Entity that payment or issuance of the Successor Consideration plus accrued and unpaid interest through the date of payment, shall be made to the Holder prior to consummation of such Major Transaction and such payment or issuance, as the case may be, shall be a

condition precedent to consummation of such Major Transaction. Concurrently upon closing of such Successor Major Transaction, the Company shall pay or issue, as the case may be, or shall instruct any escrow agent for the transaction to pay or issue, and will cause the Successor Entity to issue and/or pay, the applicable Successor Consideration, plus accrued and unpaid interest through the date of payment. Any Major Transaction Company Shares issuable in respect of a Company Share Major Transaction shall be issued to the Holder within three (3) Trading Days following the date of each Major Transaction Conversion Notice.

(e) Damages. Following the receipt of a Major Transaction Conversion Notice from the Holder, in the event that the Company attempts to consummate a Successor Major Transaction without obtaining the written agreement of the Successor Entity described in subsection (d) above, the Holder shall have the right to apply for an injunction in any state or federal courts sitting within Wilmington, Delaware to prevent the closing of such Major Transaction until the Successor Consideration is satisfied to the Holder in full.

Notwithstanding anything to the contrary contained herein and without derogating any obligations or rights herein, until the Holder receives its appropriate payment or securities, plus any accrued and unpaid interest under this Note, in accordance with the provisions of this Section 3, this Note may be converted, in whole or in part, by the Holder into Shares, or in the event that such payments and/or shares have not been delivered prior to the consummation of the Successor Major Transaction in which the Company is not the surviving parent entity, Common Stock (or its equivalent) of the Successor Entity at an appropriate conversion price based upon the prevailing Conversion Rate (as adjusted hereunder) at the time of such Major Transaction and price per share or conversion ratio received by holders of Common Stock in the Major Transaction.

4. Registration Failures. Upon any Registration Failure, in addition to all other available remedies that the Holder may pursue hereunder and under the Facility Agreement, the Registration Rights Agreement and this Note, the Company shall pay additional damages to the Holder for each 30-day period (prorated for any partial period) after the date of such Registration Failure in an amount in cash equal to one and one-half percent (1.5%) of such Holder's original principal amount of this Note on the date of such Registration Failure. Such payments shall accrue until the earlier of (i) such time as the Registration Failure has been cured and (ii) the date on which all of the Conversion Shares may be sold without restriction under Rule 144 (including, without limitation, volume restrictions and without the need for the availability of current public information under Rule 144). All such payments that accrue under this Section 4 shall be payable no later than five (5) business days following such date of accrual.

5. Voting Rights. Except as required by law, the Holder shall have no voting rights with respect to any of the Conversion Shares until delivery of the Conversion Notice relating to the conversion of this Note upon which such Conversion Shares are issuable.

6. Participation. The Holder, as the holder of this Note, shall be entitled to receive such dividends paid and distributions of any kind made to the holders of Common Stock to the same extent as if the Holder had converted this Note into shares of Common Stock (without regard to any limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized and reserved to effect any such exercise and issuance) and had held such shares of Common Stock on the record date for such dividends and distributions. Payments under the

preceding sentence shall be made concurrently with the dividend or distribution to the holders of Common Stock. To the extent the payment of any dividend or making of any distribution pursuant to this Section 6 would result in a Holder receiving Shares or other voting equity securities in excess of the Beneficial Ownership Cap or Cap Allocation Amount, such Holder shall not receive such excess Shares and, in lieu thereof, the Company shall pay to such Holder in cash an amount equal to the product of (i) the number of such excess Shares multiplied by (ii) the difference produced by subtracting the Conversion Price from the Closing Market Price immediately prior to the making of such dividend or distribution. For the avoidance of doubt, if at any time the Company grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of its capital stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if it had held the number of Shares acquirable upon conversion in full of this Note (without regard to any limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized and reserved to effect any such conversion and issuance) held by the Holder immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

7. Optional Redemption.

(a) Subject to the terms, conditions and limitations set forth in this Section 7, the Company shall have the right to redeem (an "**Optional Redemption**") the Principal amount of this Note for the Optional Redemption Price. The Company shall not effect any Optional Redemption under this Note unless, contemporaneously with such Optional Redemption, the Company effects an Optional Redemption under all of the other Original Loan Convertible Notes in accordance with the terms thereof, on a pro rata basis, based upon the respective applicable original principal amount of each of the Notes outstanding as of the date the Optional Redemption Notice is delivered to the holders of the Notes.

(b) To effect an Optional Redemption, the Company shall send a written notice via electronic mail to the Holder (an "**Optional Redemption Notice**") at any time between 4:00 p.m. and 5:00 p.m., New York City time, on a Trading Day and shall also deliver the Optional Redemption Notice to the Holder by overnight courier for delivery on the next Business Day. Each Optional Redemption Notice shall certify that the applicable conditions set forth in this Section 7 have been satisfied and shall indicate: (i) that the Company has elected to effect an Optional Redemption, (ii) the Principal amount hereunder that the Company is electing to redeem (the "**Principal Redemption Amount**"), (iii) the Optional Redemption Date, (iv) the aggregate principal amount of all Notes outstanding as of the date of the Optional Redemption Notice, (v) the aggregate principal amount of the Notes to be redeemed on the Optional Redemption Date, (vi) the number of shares underlying the Warrant(s) issuable to the Holder in respect of the Principal Redemption Amount (the "**Warrant Share Number**") and the other terms of such Warrants in accordance with Section 2.9 of the Facility Agreement, and (vii) if the applicable Optional Redemption is conditional upon the consummation of a transaction as permitted by Section 7(c), a statement to such effect and a summary description of the transaction on which the applicable Optional Redemption is conditioned. Simultaneously with the delivery of an Optional Redemption Notice

to the Holder hereunder, the Company shall send an Optional Redemption Notice to the holders of each of the other Original Loan Convertible Notes in respect of the applicable principal amount of such Notes.

(c) If the Company elects to exercise its Optional Redemption right, it shall fix (and specify in the applicable Optional Redemption Notice) a date for redemption (an "**Optional Redemption Date**"), which shall be at least two (2) Trading Days prior to the Maturity Date and at least thirty (30) days but no more than sixty (60) days following the date the applicable Optional Redemption Notice is delivered to the holders of Notes. The Optional Redemption Notice (and each Optional Redemption Notice delivered to holders of the other Original Loan Convertible Notes) shall be irrevocable (subject to the termination right of the Holder pursuant to Section 7(d)) and, upon delivery of an Optional Redemption Notice, the Optional Redemption Price, less the sum of all Redemption Period Conversion Amounts (as defined below), together with accrued and unpaid interest thereon through the date of payment thereof (and any other amounts payable thereon under the Facility Agreement, including the Make Whole Amount) shall become due and payable, and a Warrant in respect of the Warrant Share Number applicable to the Principal Redemption Amount shall become issuable in accordance with Section 2.9 of the Facility Agreement, on the Optional Redemption Date; provided that an Optional Redemption may be conditional upon the consummation of a specified transaction, if so indicated in the applicable Optional Redemption Notice, on the proposed Optional Redemption Date. In the event that the Optional Redemption is conditional upon consummation of a transaction, the Company shall notify the Holder, and publicly disclose, by no later than 8:00 a.m. (New York City time) on the Optional Redemption Date whether the applicable transaction has been consummated and, accordingly, the applicable condition has been satisfied. For the avoidance of doubt, the condition shall only be deemed satisfied if so publicly disclosed as such, and upon public disclosure that the transaction has not been consummated and the condition has not been satisfied, any conversion that is conditional upon such condition being satisfied shall be null and void and of no force or effect. The failure to pay in full the amount payable to the Holder on the Optional Redemption Date and to issue a Warrant to the Holder in accordance with Section 2.9 of the Facility Agreement shall constitute an Event of Default under the Facility Agreement. For the avoidance of doubt, the Holder may convert all or any portion of this Note into Shares in accordance with Section 2 at any time and from time to time during each Pending Redemption Period. In the event that an Optional Redemption is conditional upon the consummation of a specified transaction, each Conversion Notice delivered during the Pending Redemption Period applicable to such Optional Redemption may, at the Holder's election, specify that the conversion of this Note contemplated thereby shall be conditional upon the consummation of such specified transaction, in which case, such conversion shall be effective upon the consummation of such transaction and, notwithstanding anything to the contrary contained herein, the Conversion Date with respect thereto shall be the date such transaction is consummated. If the Principal Redemption Amount specified in an Optional Redemption Notice is less than the entire Principal amount, the Principal amount specified in each Conversion Notice delivered by the Holder during the Pending Redemption Period in respect of such Optional Redemption Notice (a "**Redemption Period Conversion Amount**") shall be applied (i) first, to reduce, on a dollar-for-dollar basis, the Principal amount of this Note in excess of the Principal Redemption Amount until such excess Principal amount is reduced to zero dollars ($0) and (ii) thereafter, to reduce, on a dollar-for-dollar basis, the Principal Redemption Amount until all of such Principal Redemption Amount shall have been converted.

(d) Notwithstanding anything to the contrary contained herein, without the prior written consent of the Required Note Holders, the Company shall not deliver an Optional Redemption Notice, and the Company shall not affect any Optional Redemption, (i) during the occurrence of a Delisting Event, (ii) unless all Conversion Shares, including Additional Conversion Shares, and all Warrant Shares will constitute Freely Tradeable Shares, as applicable, upon the issuance thereof and the representations and warranties set forth in the Warrant shall be true and correct in all respects, (iii) unless the Stockholder Approval shall have been obtained, the Charter Effective Time and any Reverse Split Effective Time shall have occurred and there shall be sufficient authorized, unissued and unreserved (other than for issuance pursuant to the Convertible Notes and the Warrants) Shares to provide for the issuance of the maximum total number of Shares (including Additional Shares) that are then issuable or may thereafter become issuable upon conversion of the Convertible Notes and the exercise in full of the Warrants (in each case, without regard to the Beneficial Ownership Cap, the Cap Allocation Amount, the existence of the Authorized Share Conversion Restriction Period and any other limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such conversion and issuance), (iv) if the Transfer Agent for the Common Stock is not participating in DTC's Fast Automated Securities Transfer Program, (v) if a Conversion Failure shall have occurred and be continuing, or (vi) if the Optional Redemption is conditional upon the consummation of a transaction, unless the Company has entered into a binding agreement with respect to such transaction or, in the case of a financing transaction, has received a binding commitment letter in customary form with respect to such financing transaction (collectively, the "**Redemption Conditions**"), except to the extent the Required Note Holders have waived any such Redemption Condition by written notice to the Company. The Company covenants that no information contained in any Optional Redemption Notice will constitute, and the delivery of an Optional Redemption Notice will not constitute, material non-public information. If any of the Redemption Conditions is not satisfied at any time following the delivery of an Optional Redemption Notice and prior to the Optional Redemption Date in respect of Optional Redemption, the Company shall immediately notify the Holder of such failure and (regardless of whether the Company shall have notified the Holder of such failure), by written notice delivered by the Holder to the Company at any time prior to the Optional Redemption Date, the Required Note Holders may elect to terminate the Pending Redemption Period, whereupon the Optional Redemption Notice shall be voided, the Pending Redemption Period shall cease, and the Optional Redemption shall not be effected.

8. Certain Provisions Related to Common Stock Issued Hereunder.

(a) Sufficient Shares of Common Stock. Except to the extent otherwise provided in Section 5.21 of the Facility Agreement, the Company shall provide, free from preemptive rights, out of the Company's authorized but unissued shares or shares held in treasury, sufficient shares of Common Stock to provide for conversion of the Notes held by the Holder from time to time as such Notes are presented for conversion (assuming that at the time of computation of such number of shares of Common Stock, all such Notes would be converted by the Holder into Conversion Shares (without regard to the Beneficial Ownership Cap)). If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of the entire Principal convertible under this Note (other than to the extent permitted by Section 5.21 of the Facility Agreement), the Company will use reasonable best efforts to take such corporate action

as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, calling a special meeting of stockholders and/or any other relevant corporate body to amend the Company's charter increasing the authorized share capital of the sufficiently high to meet the Company's obligations under this Section 8(a).

(b) Fully-Paid. The Company covenants that all shares of Common Stock issued upon conversion of Notes held by the Holder will be fully paid by the Company and free from all taxes, liens and charges with respect to the issue thereof.

9. Amendment; Waiver. The terms and provisions of this Note shall not be amended or waived except in a writing signed by the Company and the Required Note Holders.

10. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, the Facility Agreement, at law or in equity (including a decree of specific performance and/or other injunctive relief). No remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy, and nothing herein shall limit the Holder's right to pursue actual damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

11. Specific Shall Not Limit General; Construction. No specific provision contained in this Note shall limit or modify any more general provision contained herein. This Note shall be deemed to be jointly drafted by the Company and all purchasers of Notes pursuant to the Facility Agreement and shall not be construed against any Person as the drafter hereof.

12. Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

13. Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with Section 8.1 of the Facility Agreement.

14. Restrictions on Transfer.

(a) Registration or Exemption Required. This Note has been issued in a transaction exempt from the registration requirements of the Securities Act by virtue of Regulation D under the Securities Act. None of the Note or the Conversion Shares may be pledged, transferred, sold, assigned, hypothecated or otherwise disposed of except pursuant to an effective registration statement or an exemption to the registration requirements of the Securities Act and applicable state laws

including, without limitation, pursuant to Rule 144 (or, in the case of this Note, Rule 144A) under the Securities Act or pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal SEC interpretation or guidance, such as a so-called "4(a)(1) and a half" transaction.

(b) Assignment. Subject to Section 13(a), the Holder may sell, transfer, assign, pledge, hypothecate or otherwise dispose of this Note, in whole or in part. Holder shall deliver a written notice to Company, substantially in the form of the Assignment attached hereto as Exhibit B, indicating the Person or Persons to whom the Note shall be assigned and the respective principal amount of the Note to be assigned to each assignee. The Company shall effect the assignment within five (5) Trading Days (the "**Transfer Delivery Period**"), and shall deliver to the assignee(s) designated by Holder a Note or Notes of like tenor and terms for the appropriate principal amount. This Note and the rights evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Holder. The provisions of this Note are intended to be for the benefit of all Holders from time to time of this Note, and shall be enforceable by any such Holder. For avoidance of doubt, in the event Holder notifies the Company that such sale or transfer is a so called "4(a)(1) and half" transaction, the parties hereto agree that a legal opinion from outside counsel for the Holder delivered to counsel for the Company substantially in the form attached hereto as Exhibit C shall be the only requirement to satisfy an exemption from registration under the Securities Act to effectuate such "4(a)(1) and half" transaction.

15. Obligations of the Company. For so long as any conversion rights under this Note remain capable of being exercised, the Company will (a) keep available for issue out of its authorized but unissued shares capital free from pre-emptive rights such number of shares of Common Stock as would enable the Conversion Shares to be issued in full, and (b) will not, without the consent of the Holder, make any alteration to its certificate of incorporation which could have a material adverse effect on the rights attaching to the Common Stock or the rights of the Holder; provided that alterations to (i) increase the number of authorized shares of Common Stock, (ii) provide the terms for and issue shares of preferred stock of the Company or (iii) effect a stock split of the Common Stock shall not be deemed to have a material adverse effect on the rights attaching to the Common Stock or the rights of the Holder.

16. Payment of Collection, Enforcement and Other Costs. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; or (b) an attorney is retained to represent the Holder in any bankruptcy, reorganization, receivership of the Company or other proceedings affecting Company creditors' rights and involving a claim under this Note, then the Company shall pay the costs incurred by the Holder for such collection, enforcement or action, including reasonable attorneys' fees and disbursements.

17. Cancellation. After all Principal, Interest and other amounts at any time owed under, or on account of, this Note have been paid in full or converted into Shares in accordance with the terms hereof, this Note shall automatically be deemed cancelled, shall be surrendered to the Company for cancellation and shall not be reissued.

18. Registered Note. In order to qualify as a "registered note" for purposes of the Code, transfer of this Note may be effected only by (i) surrender of this Note to the Company and the re-issuance of this Note to the transferee, or the Company's issuance to the Holder of a new note in the same

form as this Note but with the transferee denoted as the Holder, or (ii) the recording of the identity of the transferee by the Affiliate of the Holder that is maintaining a record ownership register of this Note as a non-fiduciary agent of, and on behalf of, the Company for the tax purposes set forth herein. Such Affiliate in its capacity as such agent shall notify the Company in writing immediately upon any change in such identity. Any attempted transfer in violation of the relevant provisions of this Note shall be void and of no force and effect. Until there has been a valid transfer of this Note and of all of the rights hereunder by the Holder in accordance with this Note, the Company shall deem and treat the Holder as the absolute beneficial owner and holder of this Note and of all of the rights hereunder for all purposes (including, without limitation, for the purpose of receiving all payments to be made under this Note).

19. Waiver of Notice. To the extent permitted by law, the Company hereby waives demand, notice, presentment, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note and the Facility Agreement.

20. Governing Law. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note and all disputes arising hereunder shall be governed by, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. The Company (a) agrees that any legal action or proceeding with respect to this Note or any other agreement, document, or other instrument executed in connection herewith, shall be brought exclusively in any state or federal court located within Wilmington, Delaware, (b) irrevocably waives any objections which the Company may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Note, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts, (c) further irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum and (d) hereby consents that personal service of summons or other legal process may be made as set forth in Section 8.3 of the Facility Agreement. EACH OF THE COMPANY AND THE HOLDER (BY ACCEPTANCE HEREOF) IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE ANY PROVISION OF THIS NOTE OR ANY OTHER FACILITY DOCUMENT.

20. Interpretative Matters. Unless the context otherwise requires, (a) all references to Sections or Exhibits are to Sections or Exhibits contained in or attached to this Note, (b) each accounting term not otherwise defined in this Note has the meaning assigned to it in accordance with GAAP, (c) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter and (d) the use of the word “including” in this Note shall be by way of example rather than limitation. If a stock split, stock dividend, stock combination or other similar event occurs during any period over which an average price is being determined, then an appropriate adjustment will be made to such average to reflect such event. All cash payments to be made pursuant to this Note shall be made in Dollars. In connection with any conversion or assignment of this Note, no ink-original Conversion Notice or instrument of assignment or transfer, as applicable, shall be required, nor

shall any medallion guarantee (or other type of guarantee or notarization) of any Conversion Notice, other notice hereunder or instrument of assignment or transfer be required.

21. Execution. A facsimile, telecopy, PDF or other reproduction of this Note may be delivered by the Company, and an executed copy of this Note may be delivered by the Company by facsimile, electronic mail or other similar electronic transmission device pursuant to which the signature of or on behalf of the Company can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. The Company hereby agrees that it shall not raise the execution of facsimile, PDF or other reproduction of this Note, or the fact that any signature was transmitted by facsimile, electronic mail or other similar electronic transmission device, as a defense to the Company's execution of this Note. Notwithstanding the foregoing, the Company shall be required to deliver an originally executed Note to the Holder.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed as of the date first set forth above.

SIENTRA, INC.

By: _____
Name:
Title:

Exhibit A

CONVERSION NOTICE

Reference is made to the Convertible Note (the "**Note**") of Sientra, Inc. a Delaware corporation (the "**Company**"), in the original principal amount of $50,000,000. In accordance with and pursuant to the Note, the undersigned hereby elects to convert the Conversion Amount (as defined in the Note) of the Note indicated below into shares of Common Stock (the "**Common Stock**"), of the Company, as of the date specified below.

Date of Conversion: _____

Aggregate Conversion Amount to be converted at the Conversion Price (as defined in the Note):

Principal, applicable thereto, to be converted:

Please confirm the following information:

Conversion Price:

Number of shares of Common Stock to be issued:

Please issue shares of Common Stock into which the Note is being converted in the following name:

Issue to:

Date:

DTC Participant Number and Name:

Account Number:

Exhibit B

ASSIGNMENT

(To be executed by the registered holder
desiring to transfer the Note)

FOR VALUE RECEIVED, the undersigned holder of the attached Convertible Note (the "**Note**") hereby sells, assigns and transfers unto the person or persons below named the right to receive the principal amount of $_____ from Sientra, Inc., a Delaware corporation, evidenced by the attached Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books of the Company, with full power of substitution in the premises.

Dated: _____ Signature _____

Fill in for new registration of Note:

Name

Address
Please print name and address of
assignee (including zip code number)

NOTICE

The signature to the foregoing Assignment must correspond to the name as written upon the face of the attached Note in every particular, without alteration or enlargement or any change whatsoever.

Exhibit C

FORM OF OPINION

_____, 20__

[_____]

Re: Sientra, Inc., a Delaware corporation (the "Company")

Dear Sir:

[_____] ("[_____]") intends to transfer its Convertible Note in the principal amount of $_____ (the "Note") of the Company to _____ ("_____") without registration under the Securities Act of 1933, as amended (the "Securities Act"). In connection herewith, we have examined such documents and issues of law as we have deemed relevant.

Based on and subject to the foregoing, we are of the opinion that the transfer of the Note by _____to _____ may be effected without registration under the Securities Act, provided, however, that the Note to be transferred to _____ shall contain a legend restricting its transferability pursuant to the Securities Act and that transfer of the Note is subject to a stop order.

The foregoing opinion is furnished only to _____ and may not be used, circulated, quoted or otherwise referred to or relied upon by you for any purposes other than the purpose for which furnished or by any other person for any purpose, without our prior written consent.

Very truly yours,

Schedule 1

The "**Additional Share Coefficient**" shall mean the number of additional shares of Common Stock issuable per $1,000 of principal amount of the Note upon a Major Transaction and shall be the additional share number set forth on the chart with respect to the "Share Price Result" on the "y" axis and the corresponding "Remaining Note Life" on the "x" axis; provided, however, that to the extent the actual Share Price Result (as defined below) falls between two data points on the "y" axis and/or the actual date of the Major Transaction falls between two data points on the "x" axis, the "Additional Share Coefficient" shall be determined by calculating the arithmetic mean between (i) the result obtained for the Share Price Result based on the linear interpolation between the additional share numbers corresponding to the two Share Price Result data points and (ii) the result obtained for the Remaining Note Life based on the linear interpolation between the two additional share numbers corresponding to the two Remaining Note Life data points; and provided further, however, that in the event of any adjustment to the Conversion Price pursuant to Section 2 of this Note, the numbers of additional shares of Common Stock issuable per $1,000 of principal amount of this Note as set forth in the chart below shall be deemed adjusted pro rata with any adjustment resulting from the adjustment to the Conversion Price that would be made to the number of shares of Common Stock then convertible with respect to $1,000 of principal amount of this Note as calculated under Section 2 of this Note. For purposes of the chart below, the "Share Price Result" shall be the greater of: (i) the last sales price of shares of Common Stock on the NASDAQ Global Select Market, or, if that is not the principal trading market for shares of Common Stock, such principal market on which shares of Common Stock are traded or listed (the "**Closing Market Price**") immediately prior to the consummation of the Major Transaction or (ii) in the case of a Major Transaction in which holders of shares of Common Stock receive solely cash consideration in connection with such major Transaction, the cash amount payable per share of Common Stock in such Major Transaction. If the actual Share Price Result is greater than $30.00 per share (subject to adjustment in the same manner as the Conversion Price as provided in Section 2 of this Note), or if the actual Shares Price Result is less than $1.50 per share (subject to adjustment in the same manner as the Conversion Price as provided in Section 2 of this Note), then no additional shares shall be issuable.

Additional Shares per $1,000 Principal

Remaining Note Life (Yrs)

	Stock Price	5	4	3	2	1	0
		3/11/2020	3/11/2021	3/11/2022	3/11/2023	3/11/2024	3/11/2025
	1.5	32.3681	23.6102	14.5162	6.1948	0.7887	0.0000
	2	47.6543	36.8549	26.1064	14.4730	3.6427	0.0000
Share	**2.5**	61.3279	50.4586	38.3699	24.7676	9.7431	0.0000
Price	**3**	73.6595	62.9265	50.4796	36.4851	18.6522	0.0000
Result	**4**	85.2826	84.6909	73.4358	59.7784	41.5539	0.0000
($)	**5**	67.4489	59.0445	49.3409	37.5640	22.1096	0.0000
	6	47.9865	40.6248	32.4075	22.4336	10.7393	0.0000
	7	35.6668	29.1310	22.2595	14.2543	5.5064	0.0000
	8	27.2713	21.8073	15.8467	9.4367	3.0896	0.0000
	10	17.2035	12.9929	8.8427	4.6056	1.2365	0.0000
	12.5	10.6991	7.7225	4.8643	2.3522	0.6497	0.0000
	15	7.2182	5.0310	3.0539	1.4285	0.4678	0.0000
	17.5	5.1569	3.5069	2.0997	1.0095	0.3832	0.0000
	20	3.8799	2.6258	1.5523	0.7842	0.3311	0.0000
	25	2.4480	1.6451	1.0125	0.5601	0.2633	0.0000
	30	1.7369	1.1779	0.7534	0.4492	0.2193	0.0000

Exhibit 4.2

Execution Version

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER SAID ACT, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SAID ACT INCLUDING, WITHOUT LIMITATION, PURSUANT TO RULES 144 OR 144A UNDER SAID ACT OR PURSUANT TO A PRIVATE SALE EFFECTED UNDER SECTION 4(A)(7) OF THE SECURITIES ACT OR APPLICABLE FORMAL OR APPLICABLE FORMAL OR INFORMAL SEC INTERPRETATION OR GUIDANCE, SUCH AS A SO-CALLED "4(a)(1) AND A HALF" SALE.

THE SALE, TRANSFER OR ASSIGNMENT OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT DATED AS OF OCTOBER 12, 2022, AS AMENDED FROM TIME TO TIME, AMONG THE COMPANY AND CERTAIN HOLDERS OF ITS OUTSTANDING SECURITIES. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE COMPANY.

CONVERTIBLE NOTE

Issuance Date: October 12, 2022 Principal: U.S. $23,000,000

FOR VALUE RECEIVED, SIENTRA, INC., a Delaware corporation (the "**Company**"), hereby promises to pay to Deerfield Partners, L.P. (the "**Holder**") the principal amount of Twenty-three Million Dollars ($23,000,000) (the "**Principal**") pursuant to, and in accordance with, the terms of that certain Facility Agreement (as defined below). The Company hereby promises to pay accrued and unpaid Interest (as defined below) and premium, if any, on the Principal, together with any unpaid Cash Settlement Amounts (as defined below), on the dates, at the rates and in the manner provided for in the Facility Agreement. This Convertible Note (including all Convertible Notes issued in exchange, transfer or replacement hereof, and as any of the foregoing may be amended, restated, supplemented or otherwise modified from time to time this "**Note**") is one of the "Disbursement Loan Convertible Notes," "Convertible Notes" and "Notes" referred to in, and is entitled to the benefits of, the Amended and Restated Facility Agreement, dated as of October 12, 2022 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), by and among the Borrower, the other Loan Parties party thereto, the Lenders party thereto and Deerfield Partners, L.P., as agent for the Secured Parties, and the other Facility Documents. All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Facility Agreement.

This Note is subject to mandatory prepayment on the terms specified in the Facility Agreement. Except as expressly provided in the Facility Agreement, the Company has no right, but under certain circumstances may have an obligation, to make payments of Principal prior to the fourth anniversary of the Issuance Date. At any time an Event of Default exists, the Principal of this Note, together with all accrued and unpaid Interest, together with any unpaid Cash Settlement Amounts

and any applicable premium due, if any, may be declared, or shall otherwise become, due and payable in the manner, at the price and with the effect provided in the Facility Agreement.

1. Definitions.

(a) Certain Defined Terms. For purposes of this Note, the following terms shall have the following meanings:

(i) "**Affiliate**" means any person or entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a person or entity, as such terms are used in and construed under Rule 144 under the Securities Act. With respect to a Holder, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Holder will be deemed to be an Affiliate of such Holder. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or partnership or other ownership interest, by contract, or otherwise.

(ii) "**Bloomberg**" means Bloomberg Financial Markets or an equivalent, reliable reporting service designated by the Company and subject to the consent of the Required Note Holders (such consent not to be unreasonably withheld, conditioned or delayed).

(iii) "**Authorized Share Cap Amount**" means (a) prior to the earlier to occur of December 26, 2022 and the consummation of a Qualified Equity Financing, 34,580,361 Shares and (b) following the earlier to occur of December 26, 2022 and the consummation of a Qualified Equity Financing, the result of 54,580,361 Shares, minus a number of Shares equal to the lesser of (y) 20,000,000 and (z) the Shortfall Share Number, in each case, subject to appropriate adjustment for any Stock Event that occurs following the Closing Date. For the avoidance of doubt, if a Qualified Equity Financing shall not have occurred prior to December 26, 2022, the Shortfall Share Number shall be zero (0) Shares.

(iv) "**Authorized Share Conversion Restriction Period**" means the period commencing on the Closing Date and ending on the earliest to occur of: (a) December 26, 2022, if as of such date the Company shall not have consummated an Equity Financing, (b) the later to occur of (y) the Charter Effective Time and, (x) if the Charter Amendment provides for a reverse split of the Common Stock, the Reverse Split Effective Time, and (c) such date after December 26, 2022 as there shall otherwise be sufficient authorized, unissued and unreserved (other than for issuance pursuant to the Convertible Notes and Warrants) Shares to provide for the issuance of the total number of Shares (including Additional Shares) that are then issuable (or may then become issuable) upon conversion of the Notes. Notwithstanding the foregoing, in the event the Stockholder Approval shall not have been obtained or the Charter Amendment Effective Time and, if applicable, the Reverse Split Effective Time shall not have occurred on or prior to April 12, 2023, such failure shall constitute an immediate Event of Default under the Facility Agreement and entitle the Lenders to all payments and remedies provided under the Facility Agreement upon the occurrence of an Event of Default.

(v) "**Capital Stock**" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock, limited liability company interests or other similar interests issued by that entity, but for the avoidance of doubt, excluding any debt securities convertible into such interests.

(vi) "**Closing Price**" means, for any security as of any Trading Day, the closing (last sale) price per share for such security on its Principal Market on such Trading Day (at the end of regular trading hours on such Principal Market), as reported by Bloomberg, or if no closing price per share is reported for such security by Bloomberg, the average of the last bid and last ask price (or if more than one in either case, the average of the average last bid and average last ask prices) per share for such security on such Trading Day as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If such security is not listed for trading on a U.S. national or regional securities exchange on the relevant Trading Day, then the Closing Price for such security will be the average of the mid-point of the last bid and last ask prices per share for such security in the over-the-counter market on the relevant Trading Day as reported by OTC Markets Group or similar organization. If the Closing Price cannot be calculated for a security on such date on any of the foregoing bases, the Closing Price of such security on such date shall be the fair market value per share of such security as determined in good faith by the Company in reliance on an opinion of a nationally recognized independent investment banking firm retained by the Company (at its sole cost and expense) for this purpose; provided, that (i) the Holder shall have a right to receive from the Company the calculations performed to arrive at such fair market value and a copy of each valuation used in connection therewith, and (ii) to the extent the most recent such valuation is made as of a date that precedes the date for which the Closing Price is being determined, the Closing Price shall be adjusted to reflect subsequent events that occur after the date of such valuation.

(vii) "**Cash Settlement Period**" means the period commencing on the earlier of December 26, 2022 and the date a Major Transaction Notice is delivered (or is required to be delivered) in respect of a Major Transaction and ending upon the termination of the Authorized Share Conversion Restriction Period.

(viii) "**Common Equity**" of any Person means Capital Stock of such Person that is generally entitled (a) to vote, in the election of directors of such person or (b) if such Person is not a corporation, to vote or otherwise participate in the election of the governing body, partners, managers or others that will control the management or policies of such person.

(ix) "**Common Stock**" means the common stock of the Company.

(x) "**Conversion Amount**" means the Principal to be converted, redeemed or otherwise with respect to which this determination is being made.

(xi) "**Conversion Price**" means, as of any Conversion Date or other date of determination, $1.00 per share of Common Stock, subject to adjustment as provided herein and subject to appropriate adjustment to reflect any subdivision of outstanding Common Stock (by any stock split, share or stock dividend, recapitalization or otherwise) or combination of outstanding Common Stock (by consolidation, combination, reverse stock split or otherwise), repayment or reduction of capital or other event giving rise to an adjustment of the nominal amount of such Common Stock hereafter.

(xii) "**Delisting Event**" means any of the following: (A) the Common Stock is not listed on the Principal Market or (B) trading in the Common Stock on the Principal Market is suspended for a period exceeding five Trading Days.

(xiii) "**Dollars**" or "**$**" means United States Dollars.

(xiv) "**Eligible Market**" means the NASDAQ Global Market, the NASDAQ Global Select Market, the New York Stock Exchange, the NYSE American, or the Nasdaq Capital Market.

(xv) "**Excess Conversion Shares**" means, with respect to each conversion of this Note (in whole or in part) during the Authorized Share Conversion Restriction Period, including, for the avoidance of doubt, each Major Transaction Conversion in respect of a Company Share Major Transaction, the number of Conversion Shares (if any) issuable upon such conversion (disregarding for such purpose the Beneficial Ownership Cap, the Cap Allocation Amount, the existence of the Authorized Share Conversion Restriction Period and any other limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such conversion and issuance) in excess of the Cap Allocation Amount in effect immediately prior to such conversion.

(xvi) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(xvii) "**Freely Tradeable Shares**" means Shares that, at the time of issuance thereof, (i) are duly authorized, validly issued, fully paid and non-assessable, (ii) are the subject of an effective registration statement that is available for the resale thereof, as provided for in the Registration Rights Agreement, and (iii) do not bear, and are not subject to, any restrictive legend, stop transfer or similar restriction.

(xviii) "**Interest**" means any interest (including any default interest) accrued on the Principal pursuant to the terms of this Note and the Facility Agreement.

(xix) "**Issuance Date**" means October 12, 2022, regardless of any exchange or replacement hereof.

(xx) "**Major Transaction**" means any of the following events:

(A) a consolidation, merger, exchange of shares, recapitalization, reorganization, business combination or other similar event, (1) following which the holders of Common Stock

immediately preceding such consolidation, merger, exchange, recapitalization, reorganization, combination or event either (a) no longer hold at least 50% of the Common Stock or (b) no longer have the ability to elect at least 50% of the members of the board of directors of the Company or (2) as a result of which Common Stock shall be converted into or re-designated as (or the holders of shares of Common Stock become entitled to receive) the same or a different number of shares of the same or another class or classes of stock or securities of the Company or another entity (other than to the extent the shares of Common Stock are changed or exchanged solely to reflect a change in the Company's jurisdiction of incorporation); or

(B) the sale or transfer (other than to a wholly owned subsidiary of the Company that is a Loan Party) in a single transaction or series of related transactions of (i) all or substantially all of the assets of the Company (including, for the avoidance of doubt, all or substantially all of the assets of the Company and its Subsidiaries) or (ii) assets of the Company or its Subsidiaries for a purchase price equal to more than 50% of the Enterprise Value (as defined below) of the Company. For purposes of this clause (B), "**Enterprise Value**" shall mean (I) the product of (x) the number of issued and outstanding shares of Common Stock on the date the Company delivers the Major Transaction Notice (as defined below in Section 3(b)) multiplied by (y) the per share closing price of the Common Stock on such date plus (II) the amount of the Company's debt as shown on the latest financial statements filed with the SEC (the "**Current Financial Statements**") less (III) the amount of cash and cash equivalents of the Company as shown on the Current Financial Statements; or

(C) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Company, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect "beneficial owner" as defined in Rule 13d-3 under the Exchange Act of the Company's Common Equity representing more than 50% of the voting power of the Company's Common Equity;

(D) the liquidation, bankruptcy, insolvency, dissolution or winding-up (or the occurrence of any analogous proceeding) affecting the Company; or

(E) the Common Stock ceases to be listed, traded or publicly quoted on the NASDAQ Stock Market LLC and are not promptly re-listed or requoted on an Eligible Market; or

(F) the Common Stock ceases to be registered under Section 12 of the Exchange Act;

provided, however, that a transaction or transactions described in clause (A) above shall not constitute a Major Transaction, if at least 90% of the consideration received or to be received by the holders of Common Stock, excluding cash payments for fractional shares, in connection with such transaction or transactions, consists of freely tradable, unrestricted common shares or ordinary shares ("**Equity Shares**") of a Qualified Issuer (as defined below) that are listed on an Eligible Market or will be so listed when issued or exchanged in connection with such transaction or transactions and if as a result of such transaction or transactions the obligations of the Company under the Notes and the Facility Agreement are assumed by such Qualified Issuer, and such notes thereafter become convertible at any time and from time to time, pursuant to the terms hereof, into such Equity Shares, including with such appropriate revisions to the Conversion Price and to Schedule I hereto to reflect the conversion ratio to be received by holders of Common Stock in

such transaction as shall be reasonably satisfactory to the Holder. An issuer is a "**Qualified Issuer**" if, as of the 5th Trading Date prior to the announcement of the foregoing transaction its Market Cap (as defined below) is at least $450 million. "**Market Cap**" shall mean the product of the number of outstanding Equity Securities and the Volume Weighted Average Price of such securities, both determined as of the foregoing 5th Trading Day.

(xxi) "**Major Transaction Company Shares**" shall have the meaning set forth in Section 3(a) hereof.

(xxii) "**Major Transaction Conversion Period**" means the period beginning upon receipt by the Holder of the Major Transaction Notice (as defined below) in respect of the applicable Major Transaction and ending (1) in the case of a Successor Major Transaction (as defined below), on the later of (A) five (5) Trading Days prior to consummation of such Major Transaction and (B) fifteen (15) Trading Days after the Holder's receipt of the last Major Transaction Change Notice received by the Holder in respect of such Major Transaction, and (2) in the case of a Company Share Major Transaction (as defined below), at such time as all Principal amounts have been theretofore repaid, converted and/or otherwise satisfied in full hereunder and under the Facility Agreement.

(xxiii) "**Market Price**" means, with respect to each conversion of Principal into Conversion Shares (other than a Successor Major Transaction Conversion, but including each Major Transaction Conversion in respect of a Company Share Major Transaction), the Closing Price per share of Common Stock on the Trading Day immediately prior to the date on which the related Conversion Notice was delivered to the Company.

(xxiv) "**Maturity Date**" means the fifth anniversary of the Issuance Date, subject to the terms specified in the Facility Agreement.

(xxv) "**Pending Redemption Period**" means the period commencing on the date an Optional Redemption Notice is delivered hereunder and ending on the earlier of the date (which shall not be prior to the applicable Optional Redemption Date) the Optional Redemption Price payable to the Holder thereunder is paid in full and the date the Pending Redemption Period is terminated by the Holder in accordance with Section 7(d) or in accordance with Section 7(c).

(xxvi) "**Optional Redemption Price**" means the Principal amount of this Note to be redeemed pursuant to an Optional Redemption.

(xxvii) "**Person**" means an individual, a corporation, a limited liability company, an association, a partnership, a joint venture, a joint stock company, a trust, an unincorporated organization or a government or agency or a political subdivision thereof.

(xxviii) "**Premium Amount**" means, (a) with respect to each conversion of Principal into Conversion Shares other than a Successor Major Transaction Conversion (but including each Major Transaction Conversion in respect of a Company Share Major Transaction), 1.95% of the Conversion Amount, or (b) with respect to any Successor Major Transaction Conversion, zero dollars ($0).

(xxix) "**Principal**" means the outstanding principal amount of this Note as of any date of determination.

(xxx) "**Principal Market**" means the Eligible Market on which the Common Stock is primarily listed on and quoted for trading, which as of the Issuance Date, shall be the NASDAQ Global Select Market.

(xxxi) "**Registration Failure**" means that (A) the Company fails to file with the SEC on or before the Filing Deadline (as defined in the Registration Rights Agreement) any Registration Statement required to be filed pursuant to Section 2(a) of the Registration Rights Agreement registering Conversion Shares (as defined below), (B) the Company fails use its best efforts to obtain effectiveness with the SEC, prior to the Registration Deadline (as defined in the Registration Rights Agreement), of any Registration Statement (as defined in the Registration Rights Agreement) that is required to be filed pursuant to Section 2(a) of the Registration Rights Agreement registering Conversion Shares, or fails to keep such Registration Statement current and effective as required in Section 3 of the Registration Rights Agreement, (C) the Company fails to file any additional Registration Statement required to be filed pursuant to Section 2(a)(ii) of the Registration Rights Agreement registering Conversion Shares on or before the Additional Filing Deadline or fails to use its best efforts to cause such new Registration Statement to become effective on or before the Additional Registration Deadline, (D) the Company fails to file any amendment to any Registration Statement registering Conversion Shares, or any additional Registration Statement required to be filed pursuant to Section 3(b) of the Registration Rights Agreement registering Conversion Shares within twenty (20) days of the applicable Registration Trigger Date (as defined in the Registration Rights Agreement), or fails to use its best efforts to cause such amendment and/or new Registration Statement to become effective within forty-five (45) days of the applicable Registration Trigger Date, (E) any Registration Statement required to be filed under the Registration Rights Agreement registering Conversion Shares, after its initial effectiveness and during the Registration Period (as defined in the Registration Rights Agreement), lapses in effect or sales of any Conversion Shares constituting Registrable Securities (as defined in the Registration Rights Agreement) cannot otherwise be made thereunder (whether by reason of the Company's failure to amend or supplement the prospectus included therein in accordance with the Registration Rights Agreement, the Company's failure to file and to obtain effectiveness with the SEC of an additional Registration Statement registering Conversion Shares or amended Registration Statement required pursuant to Sections 2(a)(ii) or 3(b) of the Registration Rights Agreement, as applicable, or otherwise), and (F) the Company fails to provide a written response to any comments to the foregoing Registration Statements submitted by the SEC within twenty (20) days of the date that such SEC comments are received by the Company.

(xxxii) "**Registration Rights Agreement**" means that certain Amended and Restated Registration Rights Agreement dated as of October 12, 2022, among the Company and the Lenders and other Investors party thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(xxxiii) "**Required Note Holders**" means Holders of at least 50.1% of the aggregate principal amount of the Notes outstanding.

(xxxiv) "**SEC**" means the Securities and Exchange Commission.

(xxxv) "**Securities Act**" means the Securities Act of 1933, as amended.

(xxxvi) "**Shares**" means shares of Common Stock.

(xxxvii) "**Standard Settlement Period**" means the standard settlement period for equity trades effected by U.S. broker-dealers, expressed in a number of Trading Days, as in effect on the date the applicable Conversion Notice (as defined below) is received or deemed received by the Company.

(xxxviii) "**Successor Entity**" means any Person purchasing the Company's assets or Common Stock in a Major Transaction, or any successor entity resulting from such Major Transaction.

(xxxix) "**Trading Day**" means any day on which shares of Common Stock are traded for any period on the Principal Market.

(xl) "**Volume Weighted Average Price**" for any security as of any date means the volume weighted average sale price of such security on the Principal Market as reported by Bloomberg Financial Markets or an equivalent, reliable reporting service mutually acceptable to and hereinafter designated by the Required Note Holders and the Company ("**Bloomberg**") or, if no volume weighted average sale price is reported for such security, then the last closing trade price of such security as reported by Bloomberg, or, if no last closing trade price is reported for such security by Bloomberg, the average of the bid prices of any market makers for such security that are listed in the over the counter market by the Financial Industry Regulatory Authority, Inc. or on the "over the counter" Bulletin Board (or any successor) or in the Pink Open Market (or any successor) by the OTC Markets Group, Inc. If the Volume Weighted Average Price cannot be calculated for such security on such date in the manner provided above, the Volume Weighted Average Price shall be the fair market value as mutually determined by the Company and the Holders of a majority in interest of the Notes being converted for which the calculation of the Volume Weighted Average Price is required in order to determine the Conversion Price of such Notes.

2. Conversion Rights. This Note may be converted into Shares on the terms and conditions set forth in this Section 2 and, where applicable, Section 3.

(a) Conversion at Option of the Holder. Subject to Section 2(h), on or after the date hereof, the Holder shall be entitled to convert all or any part of the Principal into, and the Company shall issue, fully paid Shares, ranking pari passu with the fully paid Shares then in issue (the "**Conversion Shares**") in accordance with this Section 2 and, if applicable, Section 3, at the Conversion Rate (as defined in Section 2(b)). If the issuance would result in the issuance of a fraction of a Share, then the Company shall round such fraction of a Share up to the nearest whole share. Notwithstanding anything herein to the contrary, the Company shall not issue to the Holder,

and the Holder may not acquire, a number of Shares upon conversion of this Note or otherwise issue any Common Stock pursuant hereto or the Facility Agreement to the extent that, upon such conversion, the number of Shares then beneficially owned by the Holder and its Affiliates and any other persons or entities whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act (including shares held by any "group" of which the Holder is a member, but excluding shares beneficially owned by virtue of the ownership of securities or rights to acquire securities that have limitations on the right to convert, exercise or purchase similar to the limitation set forth herein) would exceed 4.985% of the total number of shares of Common Stock then issued (excluding treasury shares) (the "**Beneficial Ownership Cap**"); provided, however, that the Beneficial Ownership Cap shall only apply to the extent that shares of Common Stock are deemed to constitute "equity securities" pursuant to Rule 13d-1(i) promulgated under the Exchange Act. For purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and applicable regulations of the SEC, and the percentage held by the Holder shall be determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act. Upon the written request of the Holder, the Company shall, within two (2) Trading Days, confirm orally and in writing to the Holder the number of Shares then outstanding.

(b) Conversion Rate. The number of Conversion Shares issuable upon a conversion of any portion of this Note pursuant to Section 2 shall be determined according to the following formula (the "**Conversion Rate**"):

$$\frac{\text{Conversion Amount}}{\text{Conversion Price}} + \frac{\text{Premium Amount (if any)}}{\text{Market Price}}$$

The Conversion Rate shall be subject to adjustment in connection with a Major Transaction Conversion (as defined below) or a Forced Conversion in accordance with and subject to the provisions of Section 3 hereof.

(c) Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

(i) Holder's Delivery Requirements. To convert a Conversion Amount into Conversion Shares on any date (the "**Conversion Date**"), the Holder shall (A) transmit by facsimile or electronic mail (or otherwise deliver), for receipt on or prior to 5:00 p.m. New York City time on such date, a copy of an executed conversion notice in the form attached hereto as Exhibit A or, in the case of a Major Transaction Conversion for Major Transaction Company Shares (as defined below), a Major Transaction Conversion Notice (such applicable notice, the "**Conversion Notice**") to the Company (Attention: Oliver Bennett, Esq., Email: oliver.bennett@sientra.com), and (B) if required by Section 2(c)(vi), surrender to a common carrier for delivery to the Company, no later than three (3) Business Days after the Conversion Date, the original Note being converted (or an indemnification undertaking in customary form with respect to this Note in the case of its loss, theft or destruction).

(ii) Company's Response. Upon receipt or deemed receipt by the Company of a copy of a Conversion Notice, the Company (I) shall immediately send, via facsimile or electronic mail, a

confirmation of receipt of such Conversion Notice (which confirmation shall include the Company's determination of the number of Excess Conversion Shares (if any) and any Cash Settlement Amount applicable to such Conversion Notice) to the Holder and the Company's designated transfer agent (the "**Transfer Agent**"), which confirmation shall constitute an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein and (II) on or before the second (2nd) Trading Day (or, if earlier, the last day of the Standard Settlement Period) following the date of receipt or deemed receipt by the Company of such Conversion Notice or, in the case of Major Transaction Company Shares, within the period provided in Section 3(d) (the "**Share Delivery Date**"); (A) provided that the Holder or its designee is eligible to receive Shares through DTC, credit such aggregate number of Conversion Shares to which the Holder shall be entitled to the Holder's or its designee's balance account with The Depository Trust Company ("**DTC**") through its Deposit / Withdrawal at Custodian system, or (B) if the foregoing shall not apply, issue and deliver to the address as specified in the Conversion Notice, a share or stock certificate (as the case may be), registered in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder shall be entitled. If this Note is submitted for conversion, and the Principal represented by this Note is greater than the Principal being converted, then the Company shall, as soon as practicable and in no event later than three (3) Trading Days after receipt of this Note (the "**Note Delivery Date**") and at its own expense, issue and deliver to the Holder a new Note representing the Principal not converted and cancel this Note. This Note and the Conversion Shares will be free-trading, and freely transferable, and will not contain a legend restricting the resale or transferability of the Conversion Shares if any of the Unrestricted Conditions (as defined below) is met.

(iii) Dispute Resolution. In the case of a dispute as to the determination of the Conversion Price or any Cash Settlement Amount or the arithmetic calculation of the Conversion Rate, the Company shall instruct the Transfer Agent to issue to the Holder the number of Conversion Shares that is not disputed, and shall pay the Cash Settlement Amount that is not disputed, and shall transmit an explanation of the disputed determinations or arithmetic calculations to the Holder via facsimile or electronic mail within two (2) Business Days of receipt or deemed receipt of the Holder's Conversion Notice or other date of determination. If the Holder and the Company are unable to agree upon the determination of the Conversion Price or arithmetic calculation of the Conversion Rate within one (1) Business Day of such disputed determination or arithmetic calculation being transmitted to the Holder, then the Company shall promptly (and in any event within two (2) Business Days) submit via facsimile or electronic mail (A) the disputed determination of the Conversion Price or the Cash Settlement Amount to an independent, reputable investment banking firm agreed to by the Company and the Required Note Holders, or (B) the disputed arithmetic calculation of the Conversion Rate to the Company's independent registered public accounting firm, as the case may be. The Company shall direct the investment bank or the accounting firm, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than two (2) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accounting firm's determination or calculation, as the case may be, shall be binding upon all parties absent manifest error. Notwithstanding anything herein to the contrary, any such final determination in respect of a dispute in connection with a Major Transaction in which the Company is not the surviving parent entity, shall be made prior to consummation of such Major Transaction.

(iv) Record Holder. The person or persons entitled to receive the Conversion Shares issuable upon a conversion of this Note shall be treated for all purposes as the legal and record holder or holders of such Shares upon delivery of the Conversion Notice via facsimile, electronic mail or otherwise in accordance with the terms hereof; provided, for the avoidance of doubt, that during the Authorized Share Conversion Restriction Period, upon the conversion of this Note for Excess Conversion Shares, the Holder shall not be deemed to be a holder of such Excess Conversion Shares.

(v) Company's Failure to Timely Convert.

(A) Cash Damages. If within three (3) Business Days after the Company's receipt of the facsimile or electronic mail copy of a Conversion Notice or deemed receipt of a Conversion Notice or, in the case of a conversion of this Note during the Cash Settlement Period in respect of Excess Conversion Shares, the date by which the Cash Settlement Amount is payable (the "**Cash Damages Trigger Date**") the Company shall fail (i) to issue and deliver a certificate to the Holder for, or credit the Holder's or its designee's balance account with DTC with, the number of Conversion Shares (free of any restrictive legend if any of the Unrestricted Conditions (as defined below) is met) to which the Holder is entitled upon the Holder's conversion of any Conversion Amount, or (ii) pay such Cash Settlement Amount, then in addition to all other available remedies that the Holder may pursue hereunder and under the Facility Agreement, the Company shall pay additional damages to the Holder for each 30-day period (prorated for any partial period) after the Cash Damages Trigger Date such conversion is not timely effected in an amount equal to one and one-half percent (1.5%) of (y) in the case of a failure to timely deliver Conversion Shares, the product of (I) the number of Conversion Shares not issued to the Holder or its designee on or prior to the Share Delivery Date and to which the Holder is entitled and (II) the Volume Weighted Average Price of a share of Common Stock on the Share Delivery Date or (Z) in the case of a failure to timely pay a Cash Settlement Amount, such Cash Settlement Amount. Alternatively, subject to Section 2(c)(iii), at the election of the Holder made in the Holder's sole discretion, the Company shall (I) pay to the Holder, in lieu of the additional damages referred to in the preceding sentence (but in addition to all other available remedies that the Holder may pursue hereunder and under the Facility Agreement), 105% of the amount by which (A) the Holder's total purchase price (including brokerage commissions, if any) for the Shares purchased to make delivery in satisfaction of a sale by the Holder of the Conversion Shares to which the Holder is entitled but has not received upon a conversion exceeds (B) the net proceeds received by the Holder from the sale of the Shares to which the Holder is entitled but has not received upon such conversion, and (II) at the option of the Holder, by notice to the Company made via email prior to receipt by the Holder of the Conversion Shares, either reinstate the portion of this Note and equivalent number of Conversion Shares for which such conversion was not honored or deliver to the Holder the number of Shares that would have been issued had the Company timely complied with its conversion and delivery obligations hereunder. If the Company fails to pay the additional damages set forth in this Section 2(c)(v)(A) within five (5) Business Days of the date incurred, then the Holder entitled to such payments shall have the right at any time, so long as the Company continues to fail to make such payments, to require the Company, upon written notice, to immediately issue, in lieu of such cash damages, the number of Shares equal to the quotient of (X) the aggregate amount of the damages payments described herein divided by (Y) the Conversion Price in effect on such Conversion Date as specified by the Holder in the Conversion Notice.

(B) Void Conversion Notice. If for any reason the Holder has not received all of the Conversion Shares prior to the fifteenth (15th) Business Day after the Share Delivery Date with respect to a conversion of this Note or, in the case of Excess Conversion Shares, has not received all of the Cash Settlement Amount by the due date therefor (a "**Conversion Failure**"), then the Holder, upon written notice to the Company (a "**Void Conversion Notice**"), may void its Conversion Notice with respect to, and retain or have returned, as the case may be, any portion of this Note that has not been converted pursuant to the Holder's Conversion Notice or, in the case of Excess Conversion Shares, with respect to which a Cash Settlement Amount has not been paid; provided, that the voiding of the Holder's Conversion Notice shall not affect the Company's obligations to make any payments that have accrued prior to the date of such notice pursuant to Section 2(c)(v)(A) or otherwise.

(C) Event of Default. A Conversion Failure shall constitute an immediate Event of Default under the Facility Agreement and entitle the Lenders to all payments and remedies provided under the Facility Agreement upon the occurrence of an Event of Default.

(vi) Book-Entry. Notwithstanding anything to the contrary set forth herein, upon conversion or redemption of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Company unless all of the Principal is being converted or redeemed. The Holder and the Company shall maintain records showing the Principal converted or redeemed and the dates of such conversions or redemptions or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Note upon any such partial conversion or redemption. Notwithstanding the foregoing, if this Note is converted or redeemed as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder may request, representing in the aggregate the remaining Principal represented by this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion or redemption of any portion of this Note, the Principal of this Note may be less than the principal amount stated on the face hereof.

(d) Taxes. The Company shall pay any and all Other Taxes that may be payable with respect to the issuance and delivery of Conversion Shares upon the conversion of this Note. For greater certainty, the provisions of Section 2.4 of the Facility Agreement shall apply with respect to any and all Taxes with respect to payments by the Company (or any other applicable Credit Party) hereunder, including with respect to the delivery of Conversion Shares upon the conversion of this Note.

(e) Legends.

(i) Restrictive Legend. The Holder understands that until such time as this Note or the Conversion Shares have been registered under the Securities Act and applicable state securities laws as contemplated by the Registration Rights Agreement or otherwise may be sold pursuant to Rule 144 under the Securities Act or another exemption from registration under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, this Note and the Conversion Shares, as applicable, may bear a restrictive legend

in substantially the following form (and a stop-transfer order consistent therewith may be placed against transfer of the certificates for such securities):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER SAID ACT, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SAID ACT INCLUDING, WITHOUT LIMITATION, PURSUANT TO RULES 144 OR 144A UNDER SAID ACT OR PURSUANT TO A PRIVATE SALE EFFECTED UNDER SECTION 4(A)(7) OF THE SECURITIES ACT OR APPLICABLE FORMAL OR INFORMAL SEC INTERPRETATION OR GUIDANCE, SUCH AS A SO-CALLED "4(a)(1) AND A HALF" SALE."

"THE SALE, TRANSFER OR ASSIGNMENT OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT DATED AS OF OCTOBER 12, 2022, AS AMENDED FROM TIME TO TIME, AMONG THE COMPANY AND CERTAIN HOLDERS OF ITS OUTSTANDING SECURITIES. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE COMPANY."

The Conversion Shares may be issued without registration thereof under the Securities Act in reliance on a valid exemption under the Securities Act.

(ii) Removal of Restrictive Legends. This Note and the certificates evidencing the Conversion Shares (including any Major Transaction Company Shares), as applicable, shall not contain any securities legend restricting the transfer thereof (including the legends set forth above in subsection 2(e)(i)): (A) while a registration statement (including a Registration Statement, as defined in the Registration Rights Agreement) covering the sale or resale of the Conversion Shares is effective under the Securities Act, or (B) following any sale of such Note and/or Conversion Shares pursuant to such a registration statement or Rule 144, or (C) if such Note or Conversion Shares, as the case may be, are eligible for sale under Rule 144(b)(1), or (D) if at any time on or after the date hereof (y) the Holder certifies that it is not an "affiliate" within the meaning of such term under Rule 144 and that the Holder's holding period for purposes of Rule 144 and, in the case of the Conversion Shares, subsection (d)(3)(ii) thereof with respect to such Note and/or Conversion Shares is at least six (6) months, and (z) if such holding period is less than twelve (12) months, the Company has filed all reports on Form 10-K and Form 10-Q required to be filed by the Company during the preceding twelve (12) months, or (E) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC) (collectively, the "**Unrestricted Conditions**"). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly after the Effective Date (as defined below), or at such other time as any of the Unrestricted Conditions have been satisfied, if required by the Company's transfer agent to effect the issuance of this Note or the Conversion Shares, as applicable, without a restrictive legend or removal of the legend hereunder. If any of the

Unrestricted Conditions is met at the time of issuance of any of the Conversion Shares, then such Conversion Shares shall be issued free of all United States legends. The Company agrees that following the Effective Date or at such time as any of the Unrestricted Conditions is met or such United States legend is otherwise no longer required under this Section 2(e), it will, no later than two (2) Trading Days Day (or, if fewer, the number of days comprising the Standard Settlement Period) following the delivery (the "**Unlegended Shares Delivery Deadline**") by the Holder to the Company or the Transfer Agent of this Note and a certificate representing Conversion Shares, as applicable, issued with a restrictive United States legend (such third Trading Day, the "**Legend Removal Date**"), deliver or cause to be delivered to such Holder this Note and/or a certificate (or electronic transfer) representing such Shares that is free from all restrictive and other United States legends. For purposes hereof, "Effective Date" shall mean the date that the Registration Statement that the Company is required to file pursuant to the Registration Rights Agreement and covering the Conversion Shares has been declared effective by the SEC.

(iii) Sale of Unlegended Shares. Holder agrees that the removal of the restrictive securities legend from this Note and any certificates representing securities as set forth in Section 2(e)(i) above is predicated upon the Company's reliance that the Holder will sell this Note or any Conversion Shares, as applicable, pursuant to either the registration requirements of the Securities Act and applicable state securities laws, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if such securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein.

(f) Dividend, Subdivision, Combination or Reclassification. If the Company shall, at any time or from time to time, (A) declare a dividend on the Common Stock, or capitalization of profits or reserves, payable in shares of its Capital Stock (including Common Stock), other than a dividend for which the Holder would be entitled to participate pursuant to Section 6, (B) subdivide the outstanding shares of Common Stock into a larger number of shares of Common Stock, (C) consolidate or combine the outstanding shares of Common Stock into a smaller number of shares of its Common Stock or (D) issue any shares of its Capital Stock in a reclassification of the Common Stock (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), or (E) repay or reduce its capital or otherwise adjust the nominal value of its Shares, then in each such case, the Conversion Price in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification shall be adjusted so that the Holder of this Note upon conversion after such date shall be entitled to receive the aggregate number and kind of shares of its Capital Stock which, if this Note had been converted immediately prior to such date, such holder would have owned upon such conversion and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification. Any such adjustment shall become effective immediately after the record date of such dividend or the effective date of such subdivision, combination or reclassification. Such adjustment shall be made successively whenever any event listed above shall occur. If a dividend on the Common Stock, or capitalization of profits or reserves, payable in shares of its Capital Stock (including Common Stock) is declared and such dividend is not paid, the Conversion Price shall again be adjusted to be the Conversion Price, in effect immediately prior to such record date (giving effect to all adjustments that otherwise would be required to be made pursuant to this Section 2 from and after such record date).

(g) Authorized Share Cap. Notwithstanding anything to the contrary contained herein, during the Authorized Share Conversion Restriction Period, the Company shall not issue, upon conversion of this Note (in whole or in part), Shares in an amount greater than the difference of (i) the Authorized Share Cap Amount, as then in effect, minus (ii) the aggregate number of Conversion Shares and Warrant Shares (as defined in the Warrants) (in each case, subject to appropriate adjustment for any Stock Event that occurs after the issuance of any Conversion Shares or Warrant Shares, as applicable) issued prior to such time upon conversion of Notes and exercise of Warrants by the Holder (subject to adjustment as provided herein, the "**Cap Allocation Amount**"). In the event that the Holder shall sell or otherwise transfer this Note (in whole or in part), the Cap Allocation Amount applicable hereto immediately prior to such transfer shall be allocated to the Note acquired by the transferee as shall be determined by the Holder and such transferee.

(h) Cash Settlement. Upon the conversion of this Note (in whole or in part) by the Holder during the Cash Settlement Period, the Company shall not issue any Excess Conversion Shares, and, in lieu of delivering Excess Conversion Shares, shall pay to the Holder an amount in cash (the "**Cash Settlement Amount**") equal to the product of (A) the number of Excess Conversion Shares (including, for the avoidance of doubt, in the case of any Major Transaction Conversion in respect of a Company Share Major Transaction, the Base Conversion Shares and the Additional Conversion Shares), *multiplied* by (B) the Closing Price on the Trading Day immediately preceding the Conversion Date. For the avoidance of doubt, the Holder shall not be required to specify (in a Conversion Notice or otherwise) whether a conversion would result in Excess Conversion Shares or require payment of a Cash Settlement Amount. Notwithstanding anything to the contrary contained herein, if the Holder delivers a Conversion Notice at any time during the Authorized Share Conversion Restriction Period, any Principal elected to be converted pursuant to such Conversion Notice (but solely to the extent in respect of any applicable Excess Conversion Shares) shall be deemed to be outstanding, and shall continue to bear interest, until the date the Cash Settlement Amount in respect of such Principal shall have been paid to the Holder (except, for the avoidance of doubt, that if the Holder delivers a Void Conversion Notice with respect thereto, such Principal shall thereafter remain outstanding and bear interest until it is otherwise satisfied or converted in accordance with the terms hereof and of the Facility Agreement). The Cash Settlement Amount shall be paid, in cash, to the Holder within three (3) Business Days following the Conversion Date in accordance with instructions provided by Holder for payments under the Facility Agreement. In the event that (i) the Company consummates a Major Transaction, the Company shall pay, or cause the relevant Successor Entity to pay, to each Holder, concurrently with the consummation of such Major Transaction, all Cash Settlement Amounts payable to the Holder that remain unpaid as of the date such Major Transaction is consummated or (ii) the Obligations become due and payable pursuant to the Facility Agreement, all Cash Settlement Amounts that remain unpaid and are not yet due and payable shall simultaneously become due and payable to the each Holder to which such Cash Settlement Amounts are then payable.

3. Rights Upon Major Transaction. In the event that a Major Transaction occurs, then the Holder, at its option, may (i) require the Company to repay in cash all or a portion of the principal amount outstanding on the Holder's Notes plus all accrued and unpaid Interest thereon and any other amounts payable under the Facility Agreement (including the Exit Fee and the Make Whole Amount), in accordance with Section 5.19 of the Facility Agreement or (ii) convert all or a portion of the principal amount outstanding in accordance with the provisions of this Section 3 (a "**Major**

Transaction Conversion") and cause the Company to pay to the Holder all accrued and unpaid Interest under this Note. The Holder shall have the right to waive its rights under this Section 3 with respect to such Major Transaction.

(a) Major Transaction Conversion. In the event that a Major Transaction occurs, then (1) in the case of a transaction covered by the provisions of clause (A) of the definition of "Major Transaction" in which the Common Stock of the Company is converted into the right to receive cash, securities of another entity and/or other assets (a "**Successor Major Transaction**"), the Holder, at its option, may convert, in whole or in part, the outstanding principal amount under this Note into the right to receive upon consummation of the Major Transaction, the amount of cash and other assets and the number of securities or other property of the Successor Entity or other entity that the Holder would have received had such Holder converted the Major Transaction Conversion Amount (as defined below) into Base Conversion Shares and Additional Conversion Shares (as defined below and without regard to the Beneficial Ownership Cap, the Cap Allocation Amount, the existence of the Authorized Share Conversion Restriction Period and any other limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such conversion and issuance) immediately prior to the consummation of such Major Transaction (the "**Successor Consideration**") and (2) in the case of any other Major Transactions not covered under clause (1) above (a "**Company Share Major Transaction**"), the Holder shall have the right to convert, in whole or in part, and from time to time, the outstanding principal amount under this Note into Base Conversion Shares and Additional Conversion Shares (or to the extent such Base Conversion Shares and/or Additional Conversion Shares constitute Excess Conversion Shares, the Cash Settlement Amount with respect thereto), without regard to the Cap Allocation Amount ("**Major Transaction Company Shares**").

(b) Base Conversion Shares and Additional Conversion Shares. Notwithstanding anything herein to the contrary, with respect to any conversion or deemed conversion effected in connection with a Major Transaction pursuant to this Section 3, the aggregate total number of Major Transaction Company Shares (or applicable Cash Settlement Amounts) into which all or any portion of the principal amount of this Note may be converted or, the aggregate number of conversion shares to be used for calculating the Successor Consideration, as applicable, shall be calculated to be the sum of (a) the number of shares of Common Stock into which the principal amount of this Note then being converted would otherwise be converted, (including (for the avoidance of doubt) any Shares issuable in respect of the Premium Amount applicable to such Principal), as calculated under Section 2 hereof (such number of shares, the "**Base Conversion Shares**"), plus (b) the number of shares of Common Stock equal to the product of (x) the Additional Share Coefficient (as such term is defined and determined for each $1,000 of principal amount of this Note on Schedule I attached hereto and made a part hereof) for such Major Transaction and (y) a fraction the numerator of which is the amount of the principal amount of this Note then being converted and the denominator of which is $1,000 (such number of shares of Common Stock calculated in accordance with this clause (b), the "**Additional Conversion Shares**").

(c) Notice; Major Transaction Conversion Election. At least thirty (30) days prior to the consummation of any Major Transaction but, in any event, within one (1) Business Day following the first to occur of (x) the date of the public announcement of such Major Transaction if such

announcement is made before 4:00 p.m., New York City time, or (y) the day following the public announcement of such Major Transaction if such announcement is made on and after 4:00 p.m., New York City time, the Company shall deliver written notice thereof via (i) facsimile or electronic mail and (ii) overnight courier to the Holder (a "**Major Transaction Notice**"); provided, however, that, with respect to any Major Transaction that is not a Successor Major Transaction, the applicable deadline by which the Company must deliver the Major Transaction Notice shall be within one (1) Business Day following (x) the date of the first public announcement by any Person of such Major Transaction if such announcement is made before 4:00 p.m., New York City time, or (y) the day following the first public announcement by any Person of such Major Transaction if such announcement is made on or after 4:00 p.m., New York City time; and provided, further, that the Company shall make a public announcement of any Major Transaction not later than one (1) Trading Day after the Company first has knowledge of the occurrence thereof. Any Major Transaction Change Notice or other notice delivered or re-sent (or required to be delivered or re-sent) by or on behalf of the Company pursuant to this Section 3 shall be delivered (or re-sent, as applicable) to the Holder and its counsel by email and overnight courier. Each Major Transaction Notice shall prominently indicate that it is a "Major Transaction Notice" and the subject of any email that contains or attaches a Major Transaction Notice shall be "Sientra – Major Transaction Notice." Each Major Transaction Notice shall set forth the date on which the applicable Major Transaction has been or will be consummated (or, if such date is not known, the Company's good faith estimate of the date of such consummation). If a Major Transaction shall not have been consummated within thirty (30) days following the date the Major Transaction Notice with respect thereto shall have first been delivered to the Holder, then promptly following such thirtieth (30th) day, such Major Transaction Notice shall be re-sent in accordance with this Section 3(c) (excepting the time period requirement for delivery set forth above and provided, that such notice shall be updated, if applicable, to reflect the Company's good faith estimate of the date on which the Major Transaction will be consummated as of the date such notice is re-sent). Without limiting the rights and remedies of the Holder hereunder or under the Facility Documents or otherwise at law or in equity, the failure to timely deliver or re-send any Major Transaction Notice or other notice pursuant to this Section 3 or to include any required information in such notice shall toll any time period hereunder for any response responding to, or taking any action following, such notice by the Holder. At any time during the Major Transaction Conversion Period, the Holder may elect to effect a Major Transaction Conversion by delivering written notice thereof ("**Major Transaction Conversion Notice**") to the Company, which Major Transaction Conversion Notice shall indicate the portion of the Note (the "**Major Transaction Conversion Amount**"), calculated with reference to the principal amount outstanding that the Holder is electing to treat as a Major Transaction Conversion. For the avoidance of doubt, the Holder shall be permitted to make successive conversions and send successive Major Transaction Conversion Notices in respect of a Company Share Major Transaction from time to time at any time during the Major Transaction Conversion Period.

(d) Settlement of Major Transaction Conversion. Following the receipt of a Major Transaction Conversion Notice from the Holder, the Company shall not effect a Successor Major Transaction that is being treated as a Major Transaction Conversion unless at the time of the execution of the definitive documentation relating to such Major Transaction it obtains the written agreement of the Successor Entity that payment or issuance of the Successor Consideration plus accrued and unpaid interest through the date of payment, shall be made to the Holder prior to consummation

of such Major Transaction and such payment or issuance, as the case may be, shall be a condition precedent to consummation of such Major Transaction. Concurrently upon closing of such Successor Major Transaction, the Company shall pay or issue, as the case may be, or shall instruct any escrow agent for the transaction to pay or issue, and will cause the Successor Entity to issue and/or pay, the applicable Successor Consideration, plus accrued and unpaid interest through the date of payment. Any Major Transaction Company Shares issuable in respect of a Company Share Major Transaction shall be issued to the Holder within three (3) Trading Days following the date of each Major Transaction Conversion Notice.

(e) Damages. Following the receipt of a Major Transaction Conversion Notice from the Holder, in the event that the Company attempts to consummate a Successor Major Transaction without obtaining the written agreement of the Successor Entity described in subsection (d) above, the Holder shall have the right to apply for an injunction in any state or federal courts sitting within Wilmington, Delaware to prevent the closing of such Major Transaction until the Successor Consideration is satisfied to the Holder in full.

Notwithstanding anything to the contrary contained herein and without derogating any obligations or rights herein, until the Holder receives its appropriate payment or securities, plus any accrued and unpaid interest under this Note, in accordance with the provisions of this Section 3, this Note may be converted, in whole or in part, by the Holder into Shares, or in the event that such payments and/or shares have not been delivered prior to the consummation of the Successor Major Transaction in which the Company is not the surviving parent entity, Common Stock (or its equivalent) of the Successor Entity at an appropriate conversion price based upon the prevailing Conversion Rate (as adjusted hereunder) at the time of such Major Transaction and price per share or conversion ratio received by holders of Common Stock in the Major Transaction.

4. Registration Failures. Upon any Registration Failure, in addition to all other available remedies that the Holder may pursue hereunder and under the Facility Agreement, the Registration Rights Agreement and this Note, the Company shall pay additional damages to the Holder for each 30-day period (prorated for any partial period) after the date of such Registration Failure in an amount in cash equal to one and one-half percent (1.5%) of such Holder's original principal amount of this Note on the date of such Registration Failure. Such payments shall accrue until the earlier of (i) such time as the Registration Failure has been cured and (ii) the date on which all of the Conversion Shares may be sold without restriction under Rule 144 (including, without limitation, volume restrictions and without the need for the availability of current public information under Rule 144). All such payments that accrue under this Section 4 shall be payable no later than five (5) business days following such date of accrual.

5. Voting Rights. Except as required by law, the Holder shall have no voting rights with respect to any of the Conversion Shares until delivery of the Conversion Notice relating to the conversion of this Note upon which such Conversion Shares are issuable.

6. Participation. The Holder, as the holder of this Note, shall be entitled to receive such dividends paid and distributions of any kind made to the holders of Common Stock to the same extent as if the Holder had converted this Note into shares of Common Stock (without regard to any limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized and reserved to effect any such exercise and issuance) and had held such shares of

Common Stock on the record date for such dividends and distributions. Payments under the preceding sentence shall be made concurrently with the dividend or distribution to the holders of Common Stock. To the extent the payment of any dividend or making of any distribution pursuant to this Section 6 would result in a Holder receiving Shares or other voting equity securities in excess of the Beneficial Ownership Cap or Cap Allocation Amount, such Holder shall not receive such excess Shares and, in lieu thereof, the Company shall pay to such Holder in cash an amount equal to the product of (i) the number of such excess Shares multiplied by (ii) the difference produced by subtracting the Conversion Price from the Closing Market Price immediately prior to the making of such dividend or distribution. For the avoidance of doubt, if at any time the Company grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of its capital stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if it had held the number of Shares acquirable upon conversion in full of this Note (without regard to any limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized and reserved to effect any such conversion and issuance) held by the Holder immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

7. Optional Redemption.

(a) Subject to the terms, conditions and limitations set forth in this Section 7, the Company shall have the right to redeem (an "**Optional Redemption**") the Principal amount of this Note for the Optional Redemption Price. The Company shall not effect any Optional Redemption under this Note unless, contemporaneously with such Optional Redemption, the Company effects an Optional Redemption under all of the other Disbursement Loan Convertible Notes in accordance with the terms thereof, on a pro rata basis, based upon the respective applicable original principal amount of each of the Notes outstanding as of the date the Optional Redemption Notice is delivered to the holders of the Notes.

(b) To effect an Optional Redemption, the Company shall send a written notice via electronic mail to the Holder (an "**Optional Redemption Notice**") at any time between 4:00 p.m. and 5:00 p.m., New York City time, on a Trading Day and shall also deliver the Optional Redemption Notice to the Holder by overnight courier for delivery on the next Business Day. Each Optional Redemption Notice shall certify that the applicable conditions set forth in this Section 7 have been satisfied and shall indicate: (i) that the Company has elected to effect an Optional Redemption, (ii) the Principal amount hereunder that the Company is electing to redeem (the "**Principal Redemption Amount**"), (iii) the Optional Redemption Date, (iv) the aggregate principal amount of all Notes outstanding as of the date of the Optional Redemption Notice, (v) the aggregate principal amount of the Notes to be redeemed on the Optional Redemption Date, (v) whether the Optional Redemption constitutes a Forced Conversion Optional Redemption pursuant to Section 7(e), (vi) if applicable, the number of shares underlying the Warrant(s) issuable to the Holder in respect of the Principal Redemption Amount (the "**Warrant Share Number**") and the other terms of such Warrants in accordance with Section 2.9 of the Facility Agreement and (vii) if the applicable Optional Redemption is conditional upon the consummation of a transaction as

permitted by Section 7(c), a statement to such effect and a summary description of the transaction on which the applicable Optional Redemption is conditioned. Simultaneously with the delivery of an Optional Redemption Notice to the Holder hereunder, the Company shall send an Optional Redemption Notice to the holders of each of the other Disbursement Loan Convertible Notes in respect of the applicable principal amount of such Notes.

(c) If the Company elects to exercise its Optional Redemption right, it shall fix (and specify in the applicable Optional Redemption Notice) a date for redemption (an "**Optional Redemption Date**"), which shall be at least two (2) Trading Days prior to the Maturity Date and at least thirty (30) days but no more than sixty (60) days following the date the applicable Optional Redemption Notice is delivered to the holders of Notes. The Optional Redemption Notice (and each optional redemption notice delivered to holders of the other Disbursement Loan Convertible Notes) shall be irrevocable (subject to the termination right of the Holder pursuant to Section 7(d)) and, upon delivery of an Optional Redemption Notice, the Optional Redemption Price, less the sum of all Redemption Period Conversion Amounts (as defined below) applied against the Principal Redemption Amount in accordance herewith, together with accrued and unpaid interest thereon through the date of payment thereof (and any other amounts payable thereon under the Facility Agreement, including the Exit Fee and as applicable the Make Whole Amount) shall become due and payable, and a Warrant in respect of the Warrant Share Number applicable to the Principal Redemption Amount shall become issuable in accordance with Section 2.9 of the Facility Agreement, on the Optional Redemption Date; provided that an Optional Redemption may be conditional upon the consummation of a specified transaction, if so indicated in the applicable Optional Redemption Notice, on the proposed Optional Redemption Date. In the event that the Optional Redemption is conditional upon consummation of a transaction, the Company shall notify the Holder, and publicly disclose, by no later than 8:00 a.m. (New York City time) on the Optional Redemption Date whether the applicable transaction has been consummated and, accordingly, the applicable condition has been satisfied. For the avoidance of doubt, the condition shall only be deemed satisfied if so publicly disclosed as such, and upon public disclosure that the transaction has not been consummated and the condition has not been satisfied, any conversion that is conditional upon such condition being satisfied shall be null and void and of no force or effect. The failure to pay in full the amount payable to the Holder on the Optional Redemption Date and, as applicable, to issue a Warrant to the Holder in accordance with Section 2.9 of the Facility Agreement shall constitute an Event of Default under the Facility Agreement. For the avoidance of doubt, the Holder may convert all or any portion of this Note into Shares in accordance with Section 2 at any time and from time to time during each Pending Redemption Period. In the event that an Optional Redemption is conditional upon the consummation of a specified transaction, each Conversion Notice delivered during the Pending Redemption Period applicable to such Optional Redemption may, at the Holder's election, specify that the conversion of this Note contemplated thereby shall be conditional upon the consummation of such specified transaction, in which case, such conversion shall be effective upon the consummation of such transaction and, notwithstanding anything to the contrary contained herein, the Conversion Date with respect thereto shall be the date such transaction is consummated. If the Principal Redemption Amount specified in an Optional Redemption Notice is less than the entire Principal amount, the Principal amount specified in each Conversion Notice delivered by the Holder during the Pending Redemption Period in respect of such Optional Redemption Notice (a "**Redemption Period Conversion Amount**") shall be applied (i) first, to reduce, on a dollar-for-dollar basis, the

Principal amount of this Note in excess of the Principal Redemption Amount until such excess Principal amount is reduced to zero dollars ($0) and (ii) thereafter, to reduce, on a dollar-for-dollar basis, the Principal Redemption Amount until all of such Principal Redemption Amount shall have been converted.

(d) Notwithstanding anything to the contrary contained herein, without the prior written consent of the Required Note Holders, the Company shall not deliver an Optional Redemption Notice, and the Company shall not affect any Optional Redemption, (i) during the occurrence of a Delisting Event, (ii) unless all Conversion Shares, including Additional Conversion Shares, and as applicable all Warrant Shares (as defined in the Warrants) will constitute Freely Tradeable Shares, as applicable, upon the issuance thereof and the representations and warranties set forth in the Warrant shall be true and correct in all respects, (iii) unless the Stockholder Approval shall have been obtained, the Charter Effective Time and any Reverse Split Effective Time shall have occurred and there shall be sufficient authorized, unissued and unreserved (other than for issuance pursuant to the Convertible Notes and the Warrants) Shares to provide for the issuance of the maximum total number of Shares (including Additional Shares) that are then issuable or may thereafter become issuable upon conversion of the Convertible Notes and the exercise in full of the Warrants (in each case, without regard to the Beneficial Ownership Cap, the Cap Allocation Amount, the existence of the Authorized Share Conversion Restriction Period and any other limitations on conversion herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such conversion and issuance), (iv) if the Transfer Agent for the Common Stock is not participating in DTC's Fast Automated Securities Transfer Program, (v) if a Conversion Failure shall have occurred and be continuing, or (vi) if the Optional Redemption is conditional upon the consummation of a transaction, unless (y) the Company has entered into a binding agreement with respect to such transaction or, in the case of a financing transaction, has received a binding commitment letter in customary form with respect to such financing transaction and (z) such Optional Redemption is not a Forced Conversion Optional Redemption (collectively, the "**Optional Redemption Conditions**"). The Company covenants that no information contained in any Optional Redemption Notice will constitute, and the delivery of an Optional Redemption Notice will not constitute, material non-public information. If any of the Optional Redemption Conditions (or, if applicable, any of the Additional Forced Conversion Redemption Conditions) is not satisfied at any time following the delivery of an Optional Redemption Notice and prior to the Optional Redemption Date in respect of the Optional Redemption, the Company shall immediately notify the Holder of such failure and (regardless of whether the Company shall have notified the Holder of such failure), by written notice delivered by the Holder to the Company at any time prior to the Optional Redemption Date, the Required Note Holders may elect to terminate the Pending Redemption Period, whereupon the Optional Redemption Notice shall be voided, the Pending Redemption Period shall cease, and the Optional Redemption shall not be effected.

(e) Notwithstanding the foregoing or anything else to the contrary contained herein, subject to the terms and conditions of this Section 7(e), in the event that each of the following is greater than 130% of the Conversion Price (the "**Optional Redemption Pricing Condition**"): (1) the Volume Weighted Average Price of the Common Stock on each of any twenty (20) Trading Days during the period of thirty (30) consecutive Trading Days ending on the date on which an Optional Redemption Notice is delivered in accordance with Section 7(b) (the "**Forced Conversion**

Redemption Pricing Period"), (2) the Volume Weighted Average Price of the Common Stock on the last Trading Day of such period and (3) the Closing Price of the Common Stock on the last Trading Day of such period, then the Company may deem an Optional Redemption to be a "**Forced Conversion Optional Redemption**" by so specifying in the Optional Redemption Notice; provided, however, that, unless waived by the Required Note Holders, the Company may not deem an Optional Redemption to be a Forced Conversion Optional Redemption unless (i) the Company takes the same action in respect of Optional Redemptions of all other Disbursement Loan Convertible Notes and the aggregate Principal under this Note and principal of the other Disbursement Loan Convertible Notes subject to redemption in such Option Redemptions is not in excess of $5,000,000, (ii) the Company has not effected any other Optional Redemption or delivered any Optional Redemption Notice during the Forced Conversion Pricing Period, (iii) the Company contemporaneously complies with all of its obligations under this Section 7 and satisfies all of the conditions (including the Optional Redemption Conditions) in respect of such Forced Conversion Optional Redemption, and (iv) each of the following additional conditions is satisfied: (V) the Company shall not have delivered an Optional Redemption Notice with respect to which the Pending Redemption Period has not expired, (W) at least thirty (30) days shall have elapsed since the expiration of the then most recent Pending Redemption Period, (X) the Company shall not have delivered (or have been obligated to deliver) a Major Transaction Notice in respect of a Major Transaction that has not yet been consummated or abandoned (and publicly disclosed as consummated or abandoned), (Y) there shall not have occurred and be continuing, and during the continuance, of an Event of Default or a Default, and (Z) there is not then any material information regarding the Company that has not been publicly disclosed in a report filed pursuant to the Exchange Act or otherwise publicly disclosed in a manner calculated to reach the securities marketplace through one of the Company's recognized channels of distribution (collectively, the "**Additional Forced Conversion Redemption Conditions**). In the case of a Forced Conversion Optional Redemption and notwithstanding any provisions to the contrary in Section 7(c), (I) the Principal amount specified in each Conversion Notice delivered by the Holder during the Pending Redemption Period in respect of such Optional Redemption Notice shall be applied (A) first to reduce, on a dollar-for-dollar basis, the Principal Redemption Amount until all of such Principal Redemption Amount shall have been converted, and (B) thereafter, to reduce, on a dollar-for-dollar basis, the Principal amount of this Note in excess of the Principal Redemption Amount, (II) upon any conversion of this Note during the Pending Redemption Period, the Holder shall be entitled to receive a number of Conversion Shares equal to the Base Conversion Shares, plus the Additional Conversion Shares; provided, that the Company shall not be obligated to issue Additional Conversion Shares pursuant to this Section 7(e) in respect of any Conversion Amount specified in a Conversion Notice delivered during the Pending Redemption Period that exceeds the result of the Principal Redemption Amount, minus the aggregate Principal of this Note previously converted during the Pending Redemption Period for Base Conversion Shares and Additional Conversion Shares; and (III) the Holder shall not be entitled to receive any Warrants or Make-Whole Interest upon such Forced Conversion Optional Redemption.

8. Certain Provisions Related to Common Stock Issued Hereunder.

(a) Sufficient Shares of Common Stock. Except to the extent otherwise provided in Section 5.21 of the Facility Agreement, the Company shall provide, free from preemptive rights, out of the Company's authorized but unissued shares or shares held in treasury, sufficient shares of Common

Stock to provide for conversion of the Notes held by the Holder from time to time as such Notes are presented for conversion (assuming that at the time of computation of such number of shares of Common Stock, all such Notes would be converted by the Holder into Conversion Shares (without regard to the Beneficial Ownership Cap)). If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of the entire Principal convertible under this Note (other than to the extent permitted by Section 5.21 of the Facility Agreement), the Company will use reasonable best efforts to take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, calling a special meeting of stockholders and/or any other relevant corporate body to amend the Company's charter increasing the authorized share capital of the sufficiently high to meet the Company's obligations under this Section 8(a).

(b) Fully-Paid. The Company covenants that all shares of Common Stock issued upon conversion of Notes held by the Holder will be fully paid by the Company and free from all taxes, liens and charges with respect to the issue thereof.

9. Amendment; Waiver. The terms and provisions of this Note shall not be amended or waived except in a writing signed by the Company and the Required Note Holders.

10. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, the Facility Agreement, at law or in equity (including a decree of specific performance and/or other injunctive relief). No remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy, and nothing herein shall limit the Holder's right to pursue actual damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

11. Specific Shall Not Limit General; Construction. No specific provision contained in this Note shall limit or modify any more general provision contained herein. This Note shall be deemed to be jointly drafted by the Company and all purchasers of Notes pursuant to the Facility Agreement and shall not be construed against any Person as the drafter hereof.

12. Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

13. Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with Section 8.1 of the Facility Agreement.

14. Restrictions on Transfer.

(a) Registration or Exemption Required. This Note has been issued in a transaction exempt from the registration requirements of the Securities Act by virtue of Regulation D under the Securities Act. None of the Note or the Conversion Shares may be pledged, transferred, sold, assigned, hypothecated or otherwise disposed of except pursuant to an effective registration statement or an exemption to the registration requirements of the Securities Act and applicable state laws including, without limitation, pursuant to Rule 144 (or, in the case of this Note, Rule 144A) under the Securities Act or pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal SEC interpretation or guidance, such as a so-called "4(a)(1) and a half" transaction.

(b) Assignment. Subject to Section 13(a), the Holder may sell, transfer, assign, pledge, hypothecate or otherwise dispose of this Note, in whole or in part. Holder shall deliver a written notice to Company, substantially in the form of the Assignment attached hereto as Exhibit B, indicating the Person or Persons to whom the Note shall be assigned and the respective principal amount of the Note to be assigned to each assignee. The Company shall effect the assignment within five (5) Trading Days (the "**Transfer Delivery Period**"), and shall deliver to the assignee(s) designated by Holder a Note or Notes of like tenor and terms for the appropriate principal amount. This Note and the rights evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Holder. The provisions of this Note are intended to be for the benefit of all Holders from time to time of this Note, and shall be enforceable by any such Holder. For avoidance of doubt, in the event Holder notifies the Company that such sale or transfer is a so called "4(a)(1) and half" transaction, the parties hereto agree that a legal opinion from outside counsel for the Holder delivered to counsel for the Company substantially in the form attached hereto as Exhibit C shall be the only requirement to satisfy an exemption from registration under the Securities Act to effectuate such "4(a)(1) and half" transaction.

15. Obligations of the Company. For so long as any conversion rights under this Note remain capable of being exercised, the Company will (a) keep available for issue out of its authorized but unissued shares capital free from pre-emptive rights such number of shares of Common Stock as would enable the Conversion Shares to be issued in full, and (b) will not, without the consent of the Holder, make any alteration to its certificate of incorporation which could have a material adverse effect on the rights attaching to the Common Stock or the rights of the Holder, provided that alterations to (i) increase the number of authorized shares of Common Stock, (ii) provide the terms for and issue shares of preferred stock of the Company or (iii) effect a stock split of the Common Stock shall not be deemed to have a material adverse effect on the rights attaching to the Common Stock or the rights of the Holder.

16. Payment of Collection, Enforcement and Other Costs. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; or (b) an attorney is retained to represent the Holder in any bankruptcy, reorganization, receivership of the Company or other proceedings affecting Company creditors' rights and involving a claim under this Note, then the Company shall pay the costs incurred by the Holder for such collection, enforcement or action, including reasonable attorneys' fees and disbursements.

17. Cancellation. After all Principal, Interest and other amounts at any time owed under, or on account of, this Note have been paid in full or converted into Shares in accordance with the terms hereof, this Note shall automatically be deemed cancelled, shall be surrendered to the Company for cancellation and shall not be reissued.

18. Registered Note. In order to qualify as a "registered note" for purposes of the Code, transfer of this Note may be effected only by (i) surrender of this Note to the Company

and the re-issuance of this Note to the transferee, or the Company's issuance to the Holder of a new note in the same form as this Note but with the transferee denoted as the Holder, or (ii) the recording of the identity of the transferee by the Affiliate of the Holder that is maintaining a record ownership register of this Note as a non-fiduciary agent of, and on behalf of, the Company for the tax purposes set forth herein. Such Affiliate in its capacity as such agent shall notify the Company in writing immediately upon any change in such identity. Any attempted transfer in violation of the relevant provisions of this Note shall be void and of no force and effect. Until there has been a valid transfer of this Note and of all of the rights hereunder by the Holder in accordance with this Note, the Company shall deem and treat the Holder as the absolute beneficial owner and holder of this Note and of all of the rights hereunder for all purposes (including, without limitation, for the purpose of receiving all payments to be made under this Note).

19. Waiver of Notice. To the extent permitted by law, the Company hereby waives demand, notice, presentment, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note and the Facility Agreement.

20. Governing Law. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note and all disputes arising hereunder shall be governed by, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. The Company (a) agrees that any legal action or proceeding with respect to this Note or any other agreement, document, or other instrument executed in connection herewith, shall be brought exclusively in any state or federal court located within Wilmington, Delaware, (b) irrevocably waives any objections which the Company may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Note, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts, (c) further irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum and (d) hereby consents that personal service of summons or other legal process may be made as set forth in Section 8.3 of the Facility Agreement. EACH OF THE COMPANY AND THE HOLDER (BY ACCEPTANCE HEREOF) IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE ANY PROVISION OF THIS NOTE OR ANY OTHER FACILITY DOCUMENT.

20. Interpretative Matters. Unless the context otherwise requires, (a) all references to Sections or Exhibits are to Sections or Exhibits contained in or attached to this Note, (b) each accounting term not otherwise defined in this Note has the meaning assigned to it in accordance with GAAP, (c) words in the singular or plural include the singular and plural and pronouns stated in either the

masculine, the feminine or neuter gender shall include the masculine, feminine and neuter and (d) the use of the word "including" in this Note shall be by way of example rather than limitation. If a stock split, stock dividend, stock combination or other similar event occurs during any period over which an average price is being determined, then an appropriate adjustment will be made to such average to reflect such event. All cash payments to be made pursuant to this Note shall be made in Dollars. In connection with any conversion or assignment of this Note, no ink-original Conversion Notice or instrument of assignment or transfer, as applicable, shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Conversion Notice, other notice hereunder or instrument of assignment or transfer be required.

21. Execution. A facsimile, telecopy, PDF or other reproduction of this Note may be delivered by the Company, and an executed copy of this Note may be delivered by the Company by facsimile, electronic mail or other similar electronic transmission device pursuant to which the signature of or on behalf of the Company can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. The Company hereby agrees that it shall not raise the execution of facsimile, PDF or other reproduction of this Note, or the fact that any signature was transmitted by facsimile, electronic mail or other similar electronic transmission device, as a defense to the Company's execution of this Note. Notwithstanding the foregoing, the Company shall be required to deliver an originally executed Note to the Holder.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed as of the date first set forth above.

SIENTRA, INC.

By: _____

Name:
Title:

Exhibit A

CONVERSION NOTICE

Reference is made to the Convertible Note (the "**Note**") of Sientra, Inc. a Delaware corporation (the "**Company**"), in the original principal amount of $23,000,000. In accordance with and pursuant to the Note, the undersigned hereby elects to convert the Conversion Amount (as defined in the Note) of the Note indicated below into shares of Common Stock (the "**Common Stock**"), of the Company, as of the date specified below.

Date of Conversion: _____

Aggregate Conversion Amount to be converted at the Conversion Price (as defined in the Note):

Principal, applicable thereto, to be converted:

Premium Amount applicable thereto (equal to 1.95% of the Principal to be converted):

Please confirm the following information:

Conversion Price:

Market Price:

Number of shares of Common Stock to be issued:

Please issue shares of Common Stock into which the Note is being converted in the following name:

Issue to:

Date:

DTC Participant Number and Name:

Account Number:

Exhibit B

ASSIGNMENT

(To be executed by the registered holder
desiring to transfer the Note)

FOR VALUE RECEIVED, the undersigned holder of the attached Convertible Note (the "**Note**") hereby sells, assigns and transfers unto the person or persons below named the right to receive the principal amount of $_____ from Sientra, Inc., a Delaware corporation, evidenced by the attached Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books of the Company, with full power of substitution in the premises.

Dated: _____ Signature _____

Fill in for new registration of Note:

Name

Address
Please print name and address of
assignee (including zip code number)

NOTICE

The signature to the foregoing Assignment must correspond to the name as written upon the face of the attached Note in every particular, without alteration or enlargement or any change whatsoever.

Exhibit C

FORM OF OPINION

_____, 20__

[_____]

Re: Sientra, Inc., a Delaware corporation (the "Company")

Dear Sir:

[_____] ("[_____]") intends to transfer its Convertible Note in the principal amount of $_____ (the "Note") of the Company to _____ ("_____") without registration under the Securities Act of 1933, as amended (the "Securities Act"). In connection herewith, we have examined such documents and issues of law as we have deemed relevant.

Based on and subject to the foregoing, we are of the opinion that the transfer of the Note by _____to _____ may be effected without registration under the Securities Act, provided, however, that the Note to be transferred to _____ shall contain a legend restricting its transferability pursuant to the Securities Act and that transfer of the Note is subject to a stop order.

The foregoing opinion is furnished only to _____ and may not be used, circulated, quoted or otherwise referred to or relied upon by you for any purposes other than the purpose for which furnished or by any other person for any purpose, without our prior written consent.

Very truly yours,

Schedule 1

The "**Additional Share Coefficient**" shall mean the number of additional shares of Common Stock issuable per $1,000 of principal amount of the Note upon a Major Transaction and shall be the additional share number set forth on the chart with respect to the "Share Price Result" on the "y" axis and the corresponding "Remaining Note Life" on the "x" axis; provided, however, that to the extent the actual Share Price Result (as defined below) falls between two data points on the "y" axis and/or the actual date of the Major Transaction falls between two data points on the "x" axis, the "Additional Share Coefficient" shall be determined by calculating the arithmetic mean between (i) the result obtained for the Share Price Result based on the linear interpolation between the additional share numbers corresponding to the two Share Price Result data points and (ii) the result obtained for the Remaining Note Life based on the linear interpolation between the two additional share numbers corresponding to the two Remaining Note Life data points; and provided further, however, that in the event of any adjustment to the Conversion Price pursuant to Section 2 of this Note, the numbers of additional shares of Common Stock issuable per $1,000 of principal amount of this Note as set forth in the chart below shall be deemed adjusted pro rata with any adjustment resulting from the adjustment to the Conversion Price that would be made to the number of shares of Common Stock then convertible with respect to $1,000 of principal amount of this Note as calculated under Section 2 of this Note. For purposes of the chart below, the "Share Price Result" shall be the greater of: (i) the last sales price of shares of Common Stock on the NASDAQ Global Select Market, or, if that is not the principal trading market for shares of Common Stock, such principal market on which shares of Common Stock are traded or listed (the "**Closing Market Price**") immediately prior to the consummation of the Major Transaction or (ii) in the case of a Major Transaction in which holders of shares of Common Stock receive solely cash consideration in connection with such major Transaction, the cash amount payable per share of Common Stock in such Major Transaction. If the actual Share Price Result is greater than $10 per share (subject to adjustment in the same manner as the Conversion Price as provided in Section 2 of this Note), or if the actual Shares Price Result is less than $0.75 per share (subject to adjustment in the same manner as the Conversion Price as provided in Section 2 of this Note), then no additional shares shall be issuable.

Additional Shares per $1,000 Principal

	Remaining Note Life (Yrs)					
	5	4	3	2	1	0
Stock Price	9/1/2022	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2027
0.75	342.9995	297.7825	244.6615	180.1482	99.5616	0.0000
1.00	422.9023	382.0929	334.1599	275.6371	196.9199	0.0000
1.25	287.4197	252.3283	211.1646	160.9097	94.7524	0.0000
1.50	207.0184	175.3003	140.6105	98.2615	47.0136	0.0000
1.75	154.9520	127.6269	97.3240	62.5531	24.5575	0.0000
2.00	118.4067	95.7352	69.1120	41.4026	12.9239	0.0000
Share Price 2.25	93.7146	72.6964	51.3054	28.2999	7.0859	0.0000
Result ($) 2.50	74.6388	57.3663	38.4635	19.7459	3.9935	0.0000
2.75	61.2964	45.1139	29.2830	13.8664	2.2845	0.0000
3.000	50.1778	36.7991	22.8488	10.0638	1.3241	0.0000
3.25	42.1571	29.7635	17.9045	7.3954	0.8122	0.0000
3.50	35.6870	24.6950	14.2568	5.4478	0.5004	0.0000
3.75	30.0796	20.6619	11.5400	4.1368	0.3041	0.0000
4.00	25.9109	17.1329	9.1695	3.1294	0.1902	0.0000
5.00	14.9536	9.1082	4.3941	1.1586	0.0329	0.0000
6.00	9.2075	5.2915	2.2833	0.4797	0.0069	0.0000
7.00	6.2004	3.3350	1.2621	0.2153	0.0017	0.0000
8.00	4.2639	2.1721	0.7227	0.1048	0.0005	0.0000
9.00	3.0255	1.4218	0.4620	0.0541	0.0001	0.0000
10.00	2.2282	1.0237	0.2930	0.0286	0.0000	0.0000

Exhibit 4.3

Execution Version

THE OFFER AND SALE OF THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OR PURSUANT TO A PRIVATE SALE EFFECTED UNDER SECTION 4(a)(7) OF THE SECURITIES ACT OR APPLICABLE FORMAL OR INFORMAL SEC INTERPRETATION OR GUIDANCE, SUCH AS A SO-CALLED "4[a](1) AND A HALF SALE." NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

WARRANT
TO PURCHASE
SHARES OF COMMON STOCK
OF
SIENTRA, INC.

Original Issue Date: [_____, __, 202_] No. W-[_]

FOR VALUE RECEIVED, the undersigned, Sientra, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), hereby certifies that [_____] or any transferee, assignee or other subsequent holder hereof (the "Holder") is entitled to subscribe for and purchase, at the Exercise Price per share, the Warrant Share Number of duly authorized, validly issued, fully paid and non-assessable shares of the Company's common stock, par value $0.01 per share (the "Common Stock"). This Warrant is issued pursuant to that certain Facility Agreement, dated as of October 12, 2022, by and among the Company, the lenders from time to time party thereto, and Deerfield Partners, L.P., as agent for itself and the other lenders (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Facility Agreement"). The Common Shares (as defined below) issuable hereunder (the "Warrant Shares") are entitled to the benefits of the Registration Rights Agreement (as defined below). Capitalized terms used in this Warrant and not otherwise defined herein shall have the respective meanings specified in Section 8 hereof or, if not specified in Section 8 hereof, the respective meanings ascribed thereto in the Facility Agreement.

1. Term. The right to subscribe for and purchase Warrant Shares represented hereby commences on the Original Issue Date and shall expire at 5:00 p.m. (New York City time) on [_____][1] (such period being the "Term").

2. Method of Exercise; Payment; Issuance of New Warrant; Transfer and Exchange.

(a) ***Exercise of Warrant***. The purchase rights represented by this Warrant may be exercised in whole or in part at any time and from time to time during the Term by delivering to the Company (by electronic mail or otherwise in accordance with Section 11) written notice of such exercise in the form attached hereto as Exhibit A (each, an "Exercise Form") and, except as otherwise provided in Section 2(o) in respect of Excess Warrant Shares, the applicable Exercise Price, which may be satisfied by a Cash Exercise or a Cashless Exercise or a Note Exchange Exercise (as each is defined below), for each Warrant Share as to which this Warrant is being exercised. The "Exercise Date" in respect of each exercise of this Warrant shall be defined as the date that the Exercise Form in respect of such exercise is delivered to the Company in accordance with the terms hereof. In the event that this Warrant has not been exercised in full as of the last Business Day during the Term, the Holder shall be deemed to have exercised the purchase rights represented by this Warrant in full as a Cashless Exercise as of 4:59 p.m. (New York City time) on such last Business Day (and such last Business Day shall be deemed the Exercise Date for purposes of such exercise).

(b) ***Cash Exercise***. The Holder may pay the Exercise Price in respect of any Warrant Share(s) in cash (a "Cash Exercise"). Except as otherwise provided in Section 2(o) in respect of Excess Warrant Shares, in the case of a Cash Exercise, within two (2) Trading Days (or, if less, the number of Trading Days comprising the Standard Settlement Period on the Exercise Date) following the Exercise Date as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Exercise Form by wire transfer or cashier's check drawn on a United States bank.

(c) ***Net Issue Exercise***. In lieu of paying the Exercise Price in respect of any Warrant Share(s) in cash, the Holder, at its option, may exercise this Warrant (in whole or in part) on a cashless basis by making appropriate notation on the applicable Exercise Form, in which event the Company shall issue to the Holder a number of Warrant Shares computed using the following formula (a "Cashless Exercise"):

$$X = \frac{Y(A - B)}{A}$$

Where: X = the number of the Warrant Shares to be issued to the Holder.
Y = the number of Warrant Shares with respect to which the Warrant is exercised.
A = the fair market value of one share of Common Stock on the Exercise Date.

[1] NTD: The term will expire on the Maturity Date.

B = the Exercise Price (as adjusted to the date of such calculation).

For purposes of this Section 2(c), the "fair market value" of one share of Common Stock on the date of determination shall mean:

(i) if the Market Price can be calculated in accordance with the definitions of "Market Price" and "Volume Weighted Average Price," the Market Price per share of Common Stock as of the Exercise Date; and

(ii) if the Common Stock cannot be calculated in accordance with the definitions of "Market Price" and "Volume Weighted Average Price," the fair market value of a share of Common Stock shall be such fair market value as determined in good faith by the Company in reliance on an opinion of a nationally recognized independent investment banking firm retained by the Company for this purpose; provided that the Holder shall have a right to receive from the Company the calculations performed to arrive at such fair market value and a copy of the opinion of such investment banking firm and any report prepared by such investment banking firm and delivered to the Company in connection therewith.

The date of determination for purposes of this Section 2(c) shall be the date the Exercise Form is delivered by the Holder to the Company.

(d) ***Note Exchange Exercise***. In lieu of paying all or any portion of the Exercise Price in respect of any Warrant Share(s) in cash, Holder, at its option, may exercise this Warrant (in whole or in part) through a reduction of an amount of principal outstanding under any Convertible Notes then held by Holder, in accordance with Section 2.2 of the Facility Agreement, (a "Note Exchange Exercise").

(e) ***Issuance of Warrant Shares and New Warrant***. Subject to Section 2(o), in the event of any exercise of the purchase rights represented by this Warrant in accordance with the terms hereof, the Warrant Shares issuable upon such exercise shall be delivered by the Company, (i) in the case of an exercise at a time when any of the Unrestricted Conditions is met as of the Exercise Date in respect of such Warrant Shares, by causing the Company's designated transfer agent ("Transfer Agent") to electronically transmit the Warrant Shares issuable upon such exercise to the Holder by crediting the account of the Holder's prime broker with The Depository Trust Company ("DTC"), through its Deposit/Withdrawal at Custodian ("DWAC") system, as specified in the relevant Exercise Form, no later than the later of (x) two (2) Trading Days (or, if less, the number of Trading Days comprising the Standard Settlement Period) after the relevant Exercise Date and, (y) in the case of a Cash Exercise, one (1) Trading Day after the date the applicable aggregate Exercise Price is received by the Company, or (ii) in the case of an exercise at a time when the Warrant Shares issuable upon such exercise are required to bear a restrictive legend pursuant to Section 2(f)(ii) because none of the Unrestricted Conditions is met in respect thereof, issue and dispatch by overnight courier to the address as specified in the Exercise Form, a certificate, registered in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise, within five (5) Trading Days after the

relevant Exercise Date. Upon the exercise of this Warrant or any part hereof, the Company shall, at its own cost and expense, take all necessary action, including obtaining and delivering an opinion of counsel, if applicable, as shall be necessary to enable the Transfer Agent to transmit to the Holder in accordance with this Section 2(d) the number of Warrant Shares issuable upon such exercise. The Company warrants that no instructions other than these instructions have been or will be given to the Transfer Agent in respect of the Warrant Shares and that the Warrant Shares will not contain any legend or be subject to any stop transfer or similar instruction if any of the Unrestricted Conditions is met in respect thereof. Upon the delivery of an Exercise Form in accordance with Section 2(a), the Holder shall be deemed for all purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder's or its designee's DTC account or the date of delivery of the certificates evidencing such Warrant Shares, as the case may be; provided, for the avoidance of doubt, that during the Authorized Share Restriction Period, upon the exercise of this Warrant for Excess Conversion Shares, the Holder shall not be deemed to be a holder of such Excess Conversion Shares. The Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and this Warrant has been exercised in full, in which case the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days following the date the final Exercise Form is delivered to the Company. Execution and delivery of an Exercise Form with respect to a partial exercise shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the remaining number of Warrant Shares. ***The Holder and any assignee of the Holder, by acceptance of this Warrant, acknowledges and agrees that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the Warrant Share Number (and, therefore, the number of Warrant Shares available for purchase hereunder) at any given time may be less than the amount stated herein***.

(f) ***Transferability of Warrant***. Subject to Section 2(g)(iii), this Warrant and all rights hereunder are transferable, in whole or in part, by the Holder without charge to the Holder, upon surrender of this Warrant to the Company at its then principal executive offices with a properly completed and duly executed Assignment Form in the form attached hereto as Exhibit B. Within three (3) Trading Days of such surrender and delivery (the "Transfer Delivery Period"), the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant, if any, not so assigned and this Warrant shall promptly thereafter be cancelled. Notwithstanding anything herein to the contrary, this Warrant, if properly assigned in accordance herewith, may be exercised by a new Holder for the purchase of Warrant Shares immediately upon such assignment without having a new Warrant issued. The Holder shall pay any Transfer Taxes (as such term is defined in Section 5(b) below) imposed in connection with such transfer or assignment (if any).

(g) ***Restrictive Legend***.

(i) The Holder understands that until such time as this Warrant and the Warrant Shares have been registered under the Securities Act or otherwise may be sold pursuant to Rule 144 or an exemption from registration under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, this Warrant and the Warrant Shares may bear a restrictive legend in substantially the following form (and a stop-transfer order consistent therewith may be placed against transfer of the certificates for such securities) (the "Securities Law Legend"):

> "THE OFFER AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OR PURSUANT TO A PRIVATE SALE EFFECTED UNDER SECTION 4(a)(7) OF THE SECURITIES ACT OR APPLICABLE FORMAL OR INFORMAL SEC INTERPRETATION OR GUIDANCE, SUCH AS A SO-CALLED "4[(a)](1) AND A HALF SALE." NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

(ii) This Warrant and Warrant Shares (and any certificates or electronic book entries evidencing the Warrant Shares) shall not contain or be subject to (and Holder shall be entitled to removal of) any legend (or stop transfer or similar instruction) restricting the transfer thereof (including the Securities Law Legend): (A) while a registration statement (including a Registration Statement, as defined in the Registration Rights Agreement) covering the sale or resale of such securities is effective under the Securities Act, or (B) if the Holder provides customary certifications to the effect that it has sold, or is selling substantially contemporaneously with the delivery of such certifications, such securities pursuant to such a registration statement or Rule 144 under the Securities Act, or (C) if such securities are eligible for sale under Rule 144(b)(1) under the Securities Act as set forth in customary, non-affiliate certifications provided by the Holder, or (D) if at any time on or after the date hereof that the Holder certifies that it is not a Rule 144 Affiliate and that the Holder's holding period for purposes of Rule 144 (including, for the avoidance of doubt, subsection (d)(3)(ii) thereof) of at least six (6) months, or

(E) if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC) as determined in good faith by counsel to the Company or as set forth in a legal opinion delivered by Katten Muchin Rosenman LLP or other nationally recognized counsel to the Holder (collectively, the "Unrestricted Conditions"). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent, promptly after the Registration Effective Date, or at such other time as any of the Unrestricted Conditions has been satisfied, if required by the Transfer Agent to effect the issuance of this Warrant or the Warrant Shares, as applicable, without a restrictive legend or removal of the legend hereunder. If any of the Unrestricted Conditions is met at the time of issuance of the Warrant Shares then such Warrant Shares shall be issued free of all legends and stop-transfer instructions. The Company agrees that following the Registration Effective Date or at such other time as any of the Unrestricted Conditions is met or such legend is otherwise no longer required under this Section 2(g), it will, no later than the earlier of (x) two (2) Trading Days and (y) the number of Trading Days comprising the Standard Settlement Period following the delivery by the Holder to the Company or the Transfer Agent of the Warrant Shares issued with a restrictive legend, deliver or cause to be delivered to the Holder or its designee the Warrant Shares free from all restrictive and other legends (or similar notations) by crediting the account of the Holder's prime broker with DTC, through its DWAC system. For purposes hereof, "Registration Effective Date" shall mean the date that the first Registration Statement covering the Warrant Shares that the Company is required to file pursuant to the Registration Rights Agreement has been declared effective by the SEC. The Company acknowledges and agrees that, if the Holder delivers a certification that it is not an "affiliate" of the Company (as such term is used under Rule 144 under the Securities Act) and has not been an Affiliate for a period of three months, then from and after the delivery thereof, the Holder shall be deemed to have certified that it is not an "affiliate" of the Company (as such term is used under Rule 144 under the Securities Act) upon each delivery of an Exercise Form, unless the Holder otherwise advises the Company in writing. For purposes of Rule 144 under the Securities Act and subsection (d)(3)(ii) thereof, it is intended, understood and acknowledged that (X) this Warrant shall be deemed to have been acquired, and the holding period thereof shall be deemed to have commenced, on the date of issuance of the Convertible Note in respect of which this Warrant was issued, and (Y) the Warrant Shares issuable upon any exercise of this Warrant pursuant to a Cashless Exercise or a Note Exchange Exercise shall be deemed to have been acquired, and the holding period thereof shall be deemed to have commenced, on the date of issuance of the Convertible Note in respect of which this Warrant was issued. The Holder, by acceptance hereof, acknowledges and agrees that the removal of any restrictive legends from any securities as set forth in this Section 2(g)(ii) is predicated upon the Company's reliance that the Holder will sell such securities pursuant to either the registration requirements of the Securities Act

or an exemption therefrom, and that if such securities are sold pursuant to a registration statement, they will be sold while such registration statement is effective and available for resales of such securities, in compliance with the plan of distribution set forth therein.

(iii) The Holder covenants that it will not sell or otherwise transfer any Warrants or Warrant Shares except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration and prospectus-delivery requirements of the Securities Act.

(h) ***No Fractional Shares or Scrip***. No fractional shares or scrip representing fractional Warrant Shares shall be issued upon the exercise of this Warrant. If pursuant to an exercise of this Warrant the Holder would be entitled to a fractional Common Share, then either (i) the number of Common Shares issuable upon such exercise shall be rounded up to the next higher whole number of Common Shares or (ii) the Company will pay, in lieu of delivering such fractional share, a cash amount equal to the product of the related fraction and the Volume Weighted Average Price per share of Common Stock on the trading day immediately before the related Exercise Date.

(i) ***Replacement of Warrant***. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new Warrant of like tenor and amount.

(j) ***No Rights of Stockholders***. Except as otherwise provided herein, including in Section 4(b), the Holder shall not be entitled to vote or be otherwise deemed the holder of Common Shares or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose under this Agreement, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings.

(k) ***Holder's Exercise Limitations***. Notwithstanding anything to the contrary contained herein, the Company shall not effect any exercise of this Warrant (or issue any Warrant Shares thereupon), and the Holder shall not have the right to exercise any portion of this Warrant or acquire Warrant Shares pursuant to Section 2(c) or otherwise, to the extent that after giving effect to such exercise as contemplated by the applicable Exercise Form, the number of Common Shares then beneficially owned by the Holder and its Affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act (including shares held by any "group" of which the Holder is a member, but excluding shares beneficially owned by

virtue of the ownership of securities or rights to acquire securities that have limitations on the right to convert, exercise or purchase similar to the limitation set forth herein), would exceed 4.985% of the total number of Common Shares issued (excluding treasury shares) (the "Beneficial Ownership Limitation"); provided, however, that the Beneficial Ownership Limitation shall only apply to the extent that the Common Stock is deemed to constitute an "equity security" pursuant to Rule 13d-1(i) promulgated under the Exchange Act. For purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and applicable regulations of the SEC, and the percentage beneficially owned by the Holder shall be determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act. For purposes hereof, the Holder may rely on the number of outstanding Common Shares as set forth in the Company's most recent annual report filed with the SEC, or any report filed by the Company with the SEC subsequent thereto, in each case, unless the Company has confirmed to the Holder the number of Common Shares outstanding as provided in the next sentence (in which case the Holder may rely upon such confirmation); provided, that the number of outstanding shares of Common Stock for such purposes shall be determined after giving effect to the exercise or conversion of securities of the Company, including this Warrant, any other Warrants and any convertible notes (including the Convertible Notes), by the Holder and its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. Upon the written request of the Holder, the Company shall, within two (2) Trading Days, confirm in writing to the Holder the number of Common Shares then outstanding. Each delivery of an Exercise Form by the Holder will constitute a representation by the Holder that it has evaluated the limitation set forth in this paragraph and determined that the issuance of the full number of Common Shares requested in such Exercise Form is permitted under this paragraph.

(l) ***Cash Damages for Failure to Timely Issue Warrant Shares***. If by the first (1st) Trading Day following the expiration of the Delivery Period or, in the case of an exercise of this Warrant for Excess Warrant Shares, the date on which the Cash Settlement Amount is payable (the "Cash Damages Trigger Date"), the Company shall fail to issue and deliver a certificate to the Holder for, or, if as required by Section 2(e) hereof the Transfer Agent shall fail to credit the Holder's or its designee's balance account with DTC with, the applicable number of Warrant Shares (in each case, free of any restrictive legend, provided that any Unrestricted Condition is satisfied), then, in addition to all other available remedies that the Holder may pursue hereunder and under the Facility Documents or otherwise at law or in equity, the Company shall pay additional damages to the Holder, in cash, for each thirty (30) day period after such Cash Damages Trigger Date such exercise is not timely effected in an amount equal to (prorated for any partial period) one percent (1.5%) of (y) in the case of a failure to deliver Warrant Shares, the product of (I) the number of Warrant Shares not issued and delivered to the Holder (in each case, free of any restrictive legend, provided, that any Unrestricted Condition is satisfied) or its designee prior to the expiration of the Delivery Period and to which the Holder is entitled and (II) the Volume Weighted Average Price of a share of Common Stock on the last day of the Delivery Period or (z) in the case of a failure to timely pay a Cash Settlement Amount, such Cash Settlement Amount. Alternatively, in lieu of foregoing damages but in addition to any other rights or remedies available to the Holder under this Warrant or any other Facility Document or otherwise at law or in equity, at the written election of the Holder made in the Holder's sole discretion, if, on or after the last day of the Delivery Period in respect of such Exercise, the Holder or its brokerage firm

purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares that the Holder was entitled to receive upon such exercise (such purchased shares, "Buy-In Shares"), the Company shall (1) be obligated to promptly pay to the Holder (in addition to all other available remedies that the Holder may otherwise have), 105% of the amount by which (A) the Holder's total purchase price (including brokerage commissions, if any) for such Buy-In Shares exceeds (B) the net proceeds received by the Holder from the sale of a number of shares equal to up to the number of Warrant Shares such Holder was entitled to receive but had not received on or before the last day of such Delivery Period Date, and (2) at the option of the Holder, either reinstate the portion of this Warrant and equivalent number of Warrant Shares for which such exercise was not honored (and refund the Exercise Price therefor, to the extent paid by Holder), or deliver to the Holder the number of Common Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. If the Company fails to pay the additional damages set forth in this Section 2(l) within five (5) Trading Days of the date incurred, then the Holder shall have the right at any time, so long as the Company continues to fail to make such payments, to require the Company, upon written notice, to immediately issue, in lieu of such cash damages, the number of Common Shares equal to the quotient of (X) the aggregate amount of the damages payments described herein divided by (Y) the Exercise Price applicable to the exercise of the Warrant to which the additional damages relate. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver the Common Shares upon exercise of this Warrant as required pursuant to the terms hereof.

(m) ***Void Exercise Form***. If for any reason the Holder has not received all of the Warrant Shares (free of any restrictive legend, provided that any Unrestricted Condition is satisfied) prior to the fifteenth (15th) Business Day after the expiration of the Delivery Period with respect to an exercise of this Warrant in accordance with Section 2(e) or, in the case of Excess Warrant Shares, has not received all of the Cash Settlement Amount by the due date therefor, then the Holder, upon written notice to the Company by facsimile or electronic mail (a "Void Exercise Notice"), may void its Exercise Form with respect to, and retain or have returned, as the case may be, any portion of this Warrant with respect to which Warrant Shares have not been delivered pursuant to the Holder's Exercise Form or, in the case of Excess Conversion Shares, with respect to which a Cash Settlement Amount has not been paid; provided, that the voiding of the Holder's Exercise Form shall not affect the Company's obligations to make any payments that have accrued prior to the date of such Void Conversion Notice pursuant to Section 2(l).

(n) Authorized Share Cap. Notwithstanding anything to the contrary contained herein, during the Authorized Share Restriction Period, the Company shall not issue, upon exercise of this Warrant (in whole or in part) Common Shares in an amount greater than the difference of (i) the Authorized Share Cap Amount, as then in effect, minus (ii) the aggregate number of Conversion Shares (as defined in the Convertible Note) and Warrant Shares (in each case, subject to appropriate adjustment for any Stock Event that occurs after the issuance of any Conversion Shares or Warrant Shares, as applicable) issued prior to such time upon exercise of Warrants and conversion of Convertible Notes by Holder (subject to

adjustment as provided herein, the "Cap Allocation Amount"). In the event that Holder shall sell or otherwise transfer this Warrant (in whole or in part), the Cap Allocation Amount applicable hereto immediately prior to such transfer shall be allocated to the Warrant acquired by the transferee as shall be determined by Holder and such transferee.

(o) Cash Settlement. Upon the exercise of this Warrant (in whole or in part) by Holder during the Cash Settlement Period, (i) the Holder shall not be required to deliver the applicable Exercise Price in respect of any Excess Warrant Shares, (ii) the Company shall not issue any Excess Warrant Shares, and (iii) in lieu of delivering Excess Warrant Shares, the Company shall pay to the Holder an amount in cash (the "Cash Settlement Amount") equal the amount (referred to as "X" below) determined using the following formula: X = Y(A–B), with the terms included in the formula being as defined in Section 2(c) except that "A" shall mean the Closing Price per Common Share on the Trading Day immediately preceding the applicable Exercise Date. For the avoidance of doubt, the Holder shall not be required to specify (in an Exercise Form or otherwise) whether an exercise would result in Excess Warrant Shares or require payment of a Cash Settlement Amount. The Cash Settlement Amount shall be paid, in cash, to the Holder within three (3) Business Days following the Exercise Date in accordance with instructions provided by Holder. In the event that (i) the Company consummates a Major Transaction, the Company shall pay, or cause the relevant Successor Entity to pay, to the Holder, concurrently with the consummation of such Major Transaction, all Cash Settlement Amounts payable to the Holder that remain unpaid as of the date such Major Transaction is consummated or (ii) the Obligations become due and payable pursuant to the Facility Agreement, all Cash Settlement Amounts that remain unpaid shall simultaneously become due and payable to Holder.

3. Certain Representations and Agreements. The Company represents, covenants and agrees:

(a) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(b) All Warrant Shares issuable upon the exercise of, or otherwise pursuant to, this Warrant pursuant to the terms hereof shall be, upon issuance, and the Company shall take all such actions as may be necessary or appropriate in order that such Warrant Shares are, validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any stockholder of the Company, and free from all taxes, liens and charges. As of the Original Issue Date, the Company has reserved from its authorized and unissued Common Shares, exclusively for issuance upon exercise of this Warrant, and from and after the Original Issue Date the Company shall at all times reserve and keep available out of its authorized but unissued Common Shares solely for the purpose of effecting exercises of this Warrant, such number of Common Shares as shall from time to time be sufficient to effect the exercise of this Warrant in full for cash (without giving effect to the Beneficial Ownership Limitation); and if at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the exercise of this Warrant in full, the Company will use reasonable best efforts to take such corporate action as may be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purpose, including, without limitation, calling a special meeting of

stockholders and/or any other relevant corporate body to amend the Company's charter increasing the authorized share capital of the sufficiently high to meet the Company's obligations under this Section 3(b).

(c) The Company shall take all such actions as may be necessary to ensure that all Warrant Shares are issued without violation of any applicable law or governmental regulation or any requirements of any securities exchange upon which shares of the Company's capital stock may be listed at the time of such exercise.

(d) The Company will procure, subject to issuance or notice of issuance, the listing of any Warrant Shares issuable upon exercise of this Warrant on the principal stock exchange on which the Common Stock is then listed or traded.

4. Adjustments and Other Rights. The Exercise Price and Warrant Share Number shall be subject to adjustment from time to time as follows; provided, that no single event shall cause an adjustment or distribution under more than one subsection of this Section 4 so as to result in duplication.

(a) ***Stock Splits, Subdivisions, Reclassifications or Combinations***. If the Company shall at any time or from time to time (i) pay or make a dividend or make a distribution on its Common Stock in Common Shares, (ii) split, subdivide or reclassify the outstanding Common Shares into a greater number of shares or (iii) combine or reclassify the outstanding Common Shares into a smaller number of shares, the Warrant Share Number at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be proportionately adjusted so that the Holder immediately after such record date or effective date, as the case may be, shall be entitled to purchase the number of Common Shares which such Holder would have owned or been entitled to receive in respect of the Common Shares subject to this Warrant after such date had such Holder held a number of Common Shares equal to the Warrant Share Number immediately prior to such record date or effective date, as the case may be. In the event of such adjustment, the Exercise Price in effect at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be immediately adjusted to the number obtained by dividing (x) the product of (1) the Warrant Share Number before the adjustment determined pursuant to the immediately preceding sentence and (2) the Exercise Price in effect immediately prior to the record or effective date, as the case may be, for the dividend, distribution, split, subdivision, combination or reclassification giving rise to such adjustment by (y) the new Warrant Share Number determined pursuant to the immediately preceding sentence.

(b) ***Distributions***. Notwithstanding anything to the contrary contained herein (including, for the avoidance of doubt, Section 2(j)), the Holder, as the holder of this Warrant, shall be entitled to receive, and shall be paid by the Company, any dividend paid or distribution of any kind made to the holders of Common Stock, other than a dividend or distribution resulting in an adjustment pursuant to Section 4(a), to the same extent as if the Holder had exercised this Warrant in full in a Cash Exercise (without regard to the Beneficial Ownership Limitation, the Cap Allocation Amount, the existence of the Authorized Share Restriction Period or any other limitations on exercise herein or elsewhere and without

regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance) and had held such Warrant Shares on the record date for such dividend or distribution (or, if there is no record date therefor, on the date of such dividend or distribution). Payments or distributions under this Section 4(b) shall be made concurrently with the dividend or distribution to holders of the Common Stock. For the avoidance of doubt, if at any time the Company grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of its capital stock (the "Purchase Rights"), and such grant, issuance or sale does not result in a dividend or distribution resulting in an adjustment pursuant to Section 4(a), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon exercise in full of this Warrant (without regard to the Beneficial Ownership Limitation, the Cap Allocation Amount, the existence of the Authorized Share Restriction Period or any other limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(c) ***Event of Default.*** Not later than two Business Days following the occurrence of an Event of Default, the Company shall deliver written notice thereof via electronic mail and overnight courier to the Holder (a "Default Notice"), which notice shall prominently indicate that it is a "Default Notice." In the event of an Event of Default, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable by written election of the Holder delivered to the Company at any time prior to the thirtieth (30th) day following the occurrence of the Event of Default (or, if later, the thirtieth (30th) day following the date of delivery to the Holder of the Default Notice in respect of such Event of Default), purchase this Warrant from the Holder by paying or delivering to the Holder an amount in cash equal to the Black Scholes Value of the unexercised portion of this Warrant (a "Default Redemption"). For purposes of clarification, (i) the Holder shall not be required to exercise the Warrant or pay the Exercise Price in order to receive such Black-Scholes Value. The payment of such Black-Scholes Value will be made by wire transfer of immediately available funds within five (5) Business Days of the Holder's election. The Beneficial Ownership Limitation, the Cap Allocation Amount, the Authorized Share Restriction Period and any other restriction or limitation on exercise of this Warrant (including any such restriction or limitation resulting from an insufficient number of authorized, reserved and available shares to effect the exercise of this Warrant) shall be disregarded for purposes of the determination of the Black Scholes Value of the remaining unexercised portion of this Warrant.

(d) ***Major Transaction***.

(i) At least thirty (30) days prior to the consummation of any Major Transaction, but, in any event, within one (1) Trading Day following the first to occur of (x) the date of the public announcement of such Major

Transaction if such announcement is made before 4:00 p.m., New York City time, or (y) the day following the public announcement of such Major Transaction if such announcement is made at or after 4:00 p.m., New York City time, the Company shall deliver written notice thereof via electronic mail and overnight courier to Holder (a "Major Transaction Notice"). The Company shall make a public announcement of any Major Transaction no later than one (1) Trading Day after the Company first has knowledge of the occurrence thereof. Each Major Transaction Notice shall prominently indicate that it is a "Major Transaction Notice" and the subject of any email that contains or attaches a Major Transaction Notice shall be "SIEN – Major Transaction Notice." Each Major Transaction Notice shall set forth the date on which the applicable Major Transaction has been or will be consummated (or, if such date is not known, the Company's good faith estimate of the date of such consummation). If a Major Transaction shall not have been consummated within thirty (30) days following the date the Major Transaction Notice with respect thereto shall have first been delivered to the Holder, then promptly following such thirtieth (30th) day, such Major Transaction Notice shall be re-sent in accordance with this Section 4(d)(i) (provided, that such notice shall be updated, if applicable, to reflect the Company's good faith estimate of the date on which the Major Transaction will be consummated as of the date such notice is re-sent). Without limiting the rights and remedies of the Holder hereunder or under the Facility Documents or otherwise at law or in equity, the failure to timely deliver or re-send any Major Transaction Notice or other notice pursuant to this Section 4 or to include any required information in such notice shall toll any time period hereunder for any response responding to, or taking any action following, such notice by the Holder.

(ii) Subject to the right of the Holder to elect a Major Transaction Redemption, in the event of a Major Transaction, then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Major Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant or any other limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Major Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Major Transaction (without regard to the Beneficial Ownership Limitation, the Cap Allocation Amount, the existence of the Authorized Share Restriction Period or any other limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance), assuming this Warrant were exercised for cash. For purposes of any such exercise, the determination of the Exercise

Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Major Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Major Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Major Transaction. The Company shall cause any acquiring, surviving or successor entity in a Major Transaction in which the Company does not survive as the parent entity (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Major Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant or any other limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance, and assuming this Warrant is exercised for cash) prior to such Major Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Major Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Major Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Major Transaction, the Successor Entity shall be added to the term "Company" under this Warrant (so that from and after the occurrence or consummation of such Major Transaction, each and every provision of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to each of the Company and the Successor Entity or Successor Entities, jointly and severally), and the Successor Entity or Successor Entities, jointly and severally with the Company, may exercise every right and power of the Company prior thereto and the Successor Entity or Successor Entities shall assume all of the obligations of the Company prior thereto under this Warrant and the other Transaction Documents with the same effect as if the Company and such Successor Entity or Successor Entities, jointly and severally, had been named as the Company herein.

Notwithstanding the foregoing and without regard to the Beneficial Ownership Limitation, the Cap Allocation Amount, the existence of the Authorized Share Restriction Period or any other limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance, in the event of a Major Transaction, the Company or any Successor Entity shall, at the Holder's option, exercisable by written election of the Holder delivered to the Company at any time prior to the thirtieth (30th) day following the consummation of the Major Transaction (or, if later, the thirtieth (30th) day following the later of the date of the public announcement of the applicable Major Transaction and the date of delivery to the Holder of the last Major Transaction Notice delivered in respect of such Major Transaction), purchase this Warrant from the Holder by paying or delivering to the Holder the Major Transaction Consideration (a "Major Transaction Redemption"). For purposes of clarification, (i) the Holder shall not be required to exercise the Warrant or pay the Exercise Price in order to receive the Major Transaction Consideration. The payment of any cash component of the Major Transaction Consideration will be made by wire transfer of immediately available funds within five (5) Business Days of the Holder's election (or, if later, on the effective date of the Major Transaction) and (ii) the delivery of any non-cash component(s) of the Major Transaction Consideration shall be delivered to the Holder on substantially the same basis as a holder of Common Shares would be entitled to received comparable consideration as a result of the Major Transaction. The Beneficial Ownership Limitation, the Cap Allocation Amount, the Authorized Share Restriction Period and any other restriction or limitation on exercise of this Warrant (including any such restriction or limitation resulting from an insufficient number of authorized, reserved and available shares to effect the exercise of this Warrant) shall be disregarded for purposes of the determination of the Black Scholes Value of the remaining unexercised portion of this Warrant.

(iii) The Company shall cause any Successor Entity in a Major Transaction to assume in writing all of the obligations of the Company under this Warrant and the Registration Rights Agreement in accordance with the provisions hereof and thereof pursuant to written agreements in form and substance approved by the Required Holders (which approval shall not be unreasonably withheld, conditioned or delayed), including agreements to deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant. Upon the occurrence of any such Major Transaction in which there is a Successor Entity, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Major Transaction, the provisions of this Warrant referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the Registration Rights Agreement with the same effect as if such Successor Entity had been named as the Company herein and therein.

(iv) Notwithstanding anything to the contrary contained herein, the Holder may deliver an Exercise Form not less than five (5) Business Days prior to the closing of a Major Transaction or Asset Sale that provides for the exercise of this Warrant (in whole or in part), in the case of a Major Transaction in which the Company survives as the parent entity, that is conditioned upon, and shall occur concurrently with, the consummation of such Major Transaction, or in the case of a Major Transaction in which there is a Successor Entity, that is conditioned upon**,** and shall occur immediately prior to, the consummation of such Major Transaction or in the case of an Asset Sale, the Company's distribution of assets to its shareholders, as applicable (provided, that delivery of such an Exercise Form shall in no event prohibit the Holder from exercising this Warrant in accordance with its terms during such five (5) Business Day period).

(v) In the event that the Company attempts to consummate a Major Transaction without complying with this Section 4(d), the Holder shall have the right to apply for an injunction in any state or federal court sitting in the City of New York, borough of Manhattan to prevent the closing of such Major Transaction until the Company (and, if applicable, the Successor Entity) shall have complied with provisions of this Section 4(d), without the necessity of showing economic loss and without any bond or other security being required.

(e) [RESERVED].

(f) ***Other Events***. If any event of the type contemplated by the provisions of Section 4(a), 4(b), or 4(d) or any other provision hereof that provides for an adjustment of Exercise Price, the Warrant Share Number, or the number and class of shares of capital stock issuable upon exercise of this Warrant, but not expressly provided for by any such provision occurs, then the Company shall make an appropriate adjustment in the Exercise Price, the Warrant Share Number and/or number and class of shares of capital stock issuable upon exercise of this Warrant so as to protect the rights of the Holder in a manner consistent with such provisions; provided, that no such adjustment shall increase the Exercise Price or decrease the Warrant Share Number except as otherwise determined pursuant to the express provisions of Section 4(a).

(g) ***Calculations***. All calculations under this Section 4 shall be made to the nearest one-hundredth (1/100th) of a cent or to the nearest one-tenth (l/10th) of a share, as the case may be.

(h) ***Notice of Adjustments***. Whenever the Exercise Price or the Warrant Share Number shall be adjusted as provided in this Section 4, the Company shall as promptly as practicable prepare and make available to the Holder a statement showing in reasonable detail the facts requiring such adjustment and the Exercise Price and Warrant Share Number that shall be in effect after such adjustment.

(i) ***Adjustment Rules***. Any adjustments pursuant to this Section 4 shall be made successively whenever an event referred to herein shall occur. If an adjustment in Exercise Price made hereunder would reduce the Exercise Price to an amount below par value of the Common Stock, then such adjustment in Exercise Price made hereunder shall reduce the Exercise Price to the par value of the Common Stock.

(j) ***Proceedings Prior to any Action Requiring Adjustment***. As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 4, the Company shall take such actions as are necessary, which may include obtaining regulatory, stock exchange or stockholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and nonassessable Common Shares (and any other securities, if applicable) that the Holder is entitled to receive upon exercise of this Warrant pursuant to this Section 4.

(k) ***Major Transaction or Event of Default Prior to Issuance***. Notwithstanding anything to the contrary contained herein or in the Facility Documents, any event, occurrence, transaction, fact or circumstance that would otherwise constitute a Major Transaction or Event of Default if it had occurred, been announced or been consummated following the date of issuance of this Warrant shall constitute a Major Transaction or Event of Default, as applicable, if such event, occurrence, transaction, fact or circumstance shall have occurred, been announced or been consummated at any time prior to or contemporaneously with the issuance of this Warrant and after the Closing Date.

5. Taxes; HSR.

(a) ***Taxes***. The Company shall be responsible for paying all present or future stamp, court or documentary, intangible, recording, filing or similar taxes that arise from the issuance of this Warrant and any payment or issuance made under, from the execution, delivery, performance, enforcement or otherwise with respect to, this Warrant, including upon the issuance of Warrant Shares or other securities issued upon the exercise hereof.

(b) ***HSR Submissions***. If the Holder determines in good faith that the exercise of this Warrant is subject to notification under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, and the related rules and regulations promulgated thereunder (collectively, the "HSR Act"), each of the Company and the Holder agrees to (i) cooperate with the other party in the other party's preparing and making such submission and any responses to inquiries of the Federal Trade Commission ("FTC") and/or Department of Justice ("DOJ"); and (ii) prepare and make any submission required to be filed by the Company or the Holder, as applicable, under the HSR Act and respond to inquiries of the FTC and DOJ in connection therewith. The Company shall pay, or reimburse the Holder for, the costs of any required filing fees for any submissions under the HSR Act. Where the Holder notifies the Company that, pursuant to this section, the Holder has determined that an HSR filing is required, the Company shall not issue Warrant Shares until the expiration or early termination of the applicable waiting period under the HSR Act.

6. Dispute Resolution. In the case of a dispute between the Company and the Holder as to the determination of the Exercise Price, Market Price, Volume Weighted

Average Price, Major Transaction Consideration, Major Transaction Warrant Share Number or Cash Settlement Amount, the Company shall issue, or instruct the Transfer Agent to issue, as applicable, to the Holder the number of Warrant Shares that is not disputed and shall transmit an explanation of the disputed determinations or arithmetic calculations to the Holder via email within two (2) Business Days of receipt or deemed receipt of the Holder's Exercise Form or other date of determination. If the Holder and the Company are unable to agree upon the determination of the Exercise Price, Market Price, Volume Weighted Average Price, Major Transaction Consideration, Major Transaction Warrant Share Number or Cash Settlement Amount within one (1) Business Day of such disputed determination or arithmetic calculation being transmitted to the Holder, then the Company shall promptly (and in any event within two (2) Business Days) submit via email (A) the disputed determination of the Exercise Price, Market Price, Volume Weighted Average Price, Major Transaction Consideration, Major Transaction Warrant Share Number or Cash Settlement Amount, as applicable, to an independent, reputable investment banking firm selected by the Company and subject to the approval of the Required Holders (such consent not to be unreasonably withheld, conditioned or delayed), or (B) in the case of a dispute as to the arithmetic calculation of the Exercise Price or the arithmetic calculation of the Volume Weighted Average Price or Major Transaction Consideration, to an independent registered public accounting firm selected by the Company and, if not the Company's auditors, subject to the approval of the Required Holders, as the case may be. The Company shall direct the investment bank or the accounting firm, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than two (2) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accounting firm's determination or calculation, as the case may be, shall be binding upon all parties absent manifest error. Notwithstanding anything herein to the contrary, any such final determination in respect of a dispute in connection with a Major Transaction in which the Company is not the surviving parent entity, shall be made prior to the occurrence of such Major Transaction. Neither the Holder nor the Company shall have the right to dispute any determination pursuant to the provisions of this Section 6 unless such party notifies the other party of such dispute in writing no later than two (2) Business Days after the other party notifies the Holder or the Company, as applicable, in writing of such determination.

7. Frustration of Purpose. The Company hereby covenants and agrees that the Company will not, by amendment of its certificate of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any Common Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall not issue any preferred stock (or other capital stock) that contains, or provides any holder thereof with, any redemption rights or obligations (or similar features) or any liquidation preference (other than on an as-converted to Common Stock basis or a de minimis preference necessary to comply with the Delaware General Corporation Law), is convertible into

Common Stock at a rate that "floats" or varies based upon the trading price of the Common Stock or otherwise contains rights or other terms in priority to the rights and terms of the Common Stock, and (iii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Common Shares upon the exercise of this Warrant. Nothing in this Section 7 shall be deemed to limit or otherwise affect the Company's ability to issue or sell Common Stock.

8. Definitions. For the purposes of this Warrant, the following terms have the following meanings:

"Action" means any legal, regulatory or administrative proceeding, suit, investigation, arbitration or action.

"Rule 144 Affiliate" means, with respect to any person as of the applicable time of determination, that such person is not as of such time, and has not been at any time during the preceding three months, a "person" that is an "affiliate" of the Company within the meaning of Rule 144.

"Asset Sale" means a transaction described in clause (B) of the definition of "Major Transaction."

"Authorized Share Restriction Period" means the period commencing, if at all, on the Date of Issuance and ending on the earliest to occur of: (a) December 26, 2022, if as of such date the Company shall not have consummated an Equity Financing, (b) the later to occur of (y) the Charter Effective Time and, (x)if the Charter Amendment provides for a reverse split of the Common Stock, the Reverse Split Effective Time, and (c) such date after December 26, 2022 as there shall otherwise be sufficient authorized, unissued and unreserved (other than for issuance pursuant to the Convertible Notes and Warrants) Common Shares to provide for the issuance of the total number of Shares (including Additional Shares) that are then issuable (or may then become issuable) upon conversion of the Notes. Notwithstanding the foregoing, if the "Authorized Share Conversion Restriction Period" under the Convertible Note in respect of which this Warrant shall have been issued shall have ended, or if any event specified in clause (a), (b) or (c) of this definition shall have occurred or be occurring, on or prior to the date this Warrant is issued, then there shall be no Authorized Share Restriction Period (nor, for the avoidance of doubt, any Cash Settlement Period) under this Warrant and the provisions of Section 2(n) and Section 2(o) shall be of no force or effect.

"Beneficial Ownership Limitation" has the meaning specified in Section 2(k) hereof.

"Black Scholes Value" means the value of this Warrant or applicable portion thereof as determined by use of the Black-Scholes Option Pricing Model using the criteria set forth on Schedule 1 hereto.

"Business Day" means any day, except a Saturday, Sunday or legal holiday, on which banking institutions in the city of New York, New York are authorized or obligated by law or executive order to close; provided, however, for clarification, bank institutions shall not be deemed to be authorized or obligated by law or executive order to remain closed due to

"stay at home," "shelter-in-place," "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in the City of New York generally are open for use by customers on such day.

"Cash Exercise" has the meaning specified in Section 2(b) hereof.

"Cash Settlement Period" means the period commencing on the earlier of December 26, 2022 and the date a Major Transaction Notice is delivered (or is required to be delivered) in respect of a Major Transaction and ending upon the termination of the Authorized Share Restriction Period.

"Cashless Exercise" has the meaning specified in Section 2(c) hereof.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company, as from time to time amended, modified, supplemented or restated in accordance with its terms and pursuant to applicable law.

"Closing Price" means, for any security as of any Trading Day, the closing (last sale) price per share for such security on its Principal Market on such Trading Day (at the end of regular trading hours on such Principal Market), as reported by Bloomberg, or if no closing price per share is reported for such security by Bloomberg, the average of the last bid and last ask price (or if more than one in either case, the average of the average last bid and average last ask prices) per share for such security on such Trading Day as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If such security is not listed for trading on a U.S. national or regional securities exchange on the relevant Trading Day, then the Closing Price for such security will be the average of the mid-point of the last bid and last ask prices per share for such security in the over-the-counter market on the relevant Trading Day as reported by OTC Markets Group or similar organization. If the Closing Price cannot be calculated for a security on such date on any of the foregoing bases, the Closing Price of such security on such date shall be the fair market value per share of such security as determined in good faith by the Company in reliance on an opinion of a nationally recognized independent investment banking firm retained by the Company (at its sole cost and expense) for this purpose; provided, that (i) the Holder shall have a right to receive from the Company the calculations performed to arrive at such fair market value and a copy of each valuation used in connection therewith, and (ii) to the extent the most recent such valuation is made as of a date that precedes the date for which the Closing Price is being determined, the Closing Price shall be adjusted to reflect subsequent events that occur after the date of such valuation.

"Common Shares" means shares of Common Stock.

"Common Stock" has the meaning specified in the preamble hereof.

"Company" has the meaning specified in the preamble hereof.

"Delivery Failure" means the Company fails to deliver Warrant Shares to Holder within any applicable Delivery Period (other than due to the Beneficial Ownership Limitation);

"Delivery Period" means, in respect of each exercise of the Holder's purchase right hereunder, the period commencing on the delivery of an Exercise Form in respect of such exercise and ending on the deadline for delivery of the applicable Warrant Shares as set forth in Section 2(e).

"DTC" has the meaning specified in Section 2(e) hereof.

"DWAC" has the meaning specified in Section 2(e) hereof.

"Event of Default" means the occurrence of any of the following: (i) a Registration Failure occurs and remains uncured for a period of more than thirty (30) days; (ii) a Public Reporting Failure occurs and remains uncured for a period of more than thirty (30) days; (ii) a Delivery Failure occurs and remains uncured for a period of more than ten (10) Business Days; or at any time, the Company announces or states in writing that it will not honor its obligations to issue and deliver Common Shares to Holder upon exercise by Holder of this Warrant; (iii) a Legend Removal Failure occurs and remains uncured for a period of ten (10) days; (iv) a Transfer Delivery Failure occurs and remains uncured for a period of twenty (20) days; (v) the Company breaches any of its obligations under Section 4(d) hereof in respect of a Major Transaction; (vi) the Company commits any other material breach of its obligation hereunder or under the Registration Rights Agreement and such breach remains uncured for a period of more than thirty (30) days following notice of such breach; (vii) the liquidation, bankruptcy, insolvency, dissolution or winding up (or the occurrence of any analogous proceeding) of the Company; (viii) the Common Shares cease to be listed, traded or publicly quoted on the NASDAQ Global Select Market and are not promptly re-listed or requoted on either the New York Stock Exchange, the NYSE American, the NASDAQ Global Market or the NASDAQ Capital Market (or, in each case, any successor thereto); or (ix) the Common Stock ceases to be registered under Section 12 of the Exchange Act.

"Excess Warrant Shares" means, with respect to each exercise of this Warrant during the Authorized Share Restriction Period, the number of Warrant Shares (if any) issuable upon such exercise (disregarding for such purpose the Beneficial Ownership Limitation, the Cap Allocation Amount and any other restriction or limitation on exercise) in excess of the Cap Allocation Amount in effect immediately prior to such exercise.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercise Date" has the meaning specified in Section 2(a) hereof.

"Exercise Form" has the meaning specified in Section 2(a) hereof.

"Exercise Price" means $[___][2], subject to adjustment as set forth herein.

"Facility Agreement" has the meaning specified in the preamble hereof.

"Holder" means the Person or Persons who shall from time to time own this Warrant.

"Legend Removal Failure" means the Company fails to issue this Warrant and/or Warrant Shares without a restrictive legend, or fails to remove a restrictive legend, when and as required under Section 2(g) hereof.

"Major Transaction" means any of the following, in each case, whether effected in a single transaction or series of related transactions, directly or indirectly:

(A) a consolidation, merger, exchange of shares, recapitalization, reorganization, business combination or other similar event, (1) following which the holders of Common Stock immediately preceding such consolidation, merger, exchange, recapitalization, reorganization, combination or event either (a) no longer hold at least 50% of the Common Stock or (b) no longer have the ability to elect at least 50% of the members of the board of directors of the Company or (2) as a result of which Common Stock shall be converted into or re-designated as (or the holders of shares of Common Stock become entitled to receive) the same or a different number of shares of the same or another class or classes of stock or securities of the Company or another entity (other than to the extent the shares of Common Stock are changed or exchanged solely to reflect a change in the Company's jurisdiction of incorporation); or

(B) the sale or transfer (other than to a wholly owned subsidiary of the Company that is a Loan Party) in a single transaction or series of related transactions of (i) all or substantially all of the assets of the Company (including, for the avoidance of doubt, all or substantially all of the assets of the Company and its Subsidiaries) or (ii) assets of the Company or its Subsidiaries for a purchase price equal to more than 50% of the Enterprise Value (as defined below) of the Company. For purposes of this clause (B), "**Enterprise Value**" shall mean (I) the product of (x) the number of issued and outstanding shares of Common Stock on the date the Company delivers the Major Transaction Notice (as defined below in Section 3(b)) multiplied by (y) the per share closing price of the Common Stock on such date plus (II) the amount of the Company's debt as shown on the latest financial statements filed with the SEC (the "**Current Financial Statements**") less (III) the amount of cash and cash equivalents of the Company as shown on the Current Financial Statements; or

(C) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Company, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect "beneficial owner" as defined in Rule 13d-3 under the Exchange Act of the Company's

[2] NTD: The Exercise Price will be the Conversion Price in effect on the date of issuance of this Warrant.

Common Equity representing more than 50% of the voting power of the Company's Common Equity; or

(D) the liquidation, bankruptcy, insolvency, dissolution or winding-up (or the occurrence of any analogous proceeding) affecting the Company.

"Major Transaction Consideration" means (a) the amount of cash, property and other assets and the number of securities or other property of the Successor Entity, the Company or other entity that would be issuable in the Major Transaction, in respect of a number of shares equal to the Major Transaction Warrant Share Number (assuming, for these purposes, that such shares had been issued and outstanding immediately prior to consummation of such Major Transaction) or (b) if none of the foregoing applies, an amount in cash equal to the Black-Scholes Value of the unexercised portion of this Warrant. If holders of Common Shares are given any choice as to the securities, cash or property to be received in a Major Transaction, then the Holder shall be given the same choice as to the Major Transaction Consideration it receives upon a Major Transaction Redemption.

"Major Transaction Warrant Share Number" means an amount equal to the Black-Scholes Value of the unexercised portion of this Warrant determined as of the date the applicable Major Transaction is consummated or otherwise occurs, divided by the Closing Price of the Common Stock on the principal securities exchange or other securities market on which the Common Stock is then traded on the Trading Day immediately preceding the date on which the applicable Major Transaction is consummated or otherwise occurs.

"Market Price" means, with respect to a share of Common Stock or any other security, on any given day, the arithmetic average of the Volume Weighted Average Price (as defined below) of the Company's Common Stock or such security on each of the five (5) consecutive Trading Days ending immediately prior to the Exercise Date or other date of determination (or, for the avoidance of doubt, for purposes of the determination of the Market Price in the case of an exercise of this Warrant, or any other event, occurring on a Trading Date after the end of regular trading hours on the applicable exchange or trading market, ending on such Exercise Date or other date of determination). In the event that a Stock Event is consummated during any period for which the arithmetic average of the Volume Weighted Average Prices is to be determined, the Volume Weighted Average Price for all Trading Days during such period prior to the effectiveness of the Stock Event shall be appropriately adjusted to reflect such Stock Event.

"Original Issue Date" means the date this Warrant is originally issued pursuant to the Facility Agreement.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity.

"Principal Market" means the principal securities exchange or trading market for such security.

"Public Reporting Failure" has the meaning ascribed thereto in the Registration Rights Agreement.

"Registration Failure" means that (A) the Company fails to file with the SEC on or before the Filing Deadline any Registration Statement required to be filed pursuant to Section 2(a) of the Registration Rights Agreement, (B) the Company fails to use its reasonable best efforts to obtain effectiveness with the SEC, prior to the Registration Deadline (as defined in the Registration Rights Agreement), of any Registration Statement (as defined in the Registration Rights Agreement) that is required to be filed pursuant to Section 2(a) of the Registration Rights Agreement, or fails to use its reasonable best efforts to keep each such Registration Statement current and effective as required in Section 3 of the Registration Rights Agreement, (C) the Company fails to use its reasonable best efforts to file any additional Registration Statement required to be filed pursuant to Section 2(a) of the Registration Rights Agreement on or before the Additional Filing Deadline or fails to use its reasonable best efforts to cause such additional Registration Statement to become effective on or before the Additional Registration Deadline, (D) any Registration Statement required to be filed under the Registration Rights Agreement, after its initial effectiveness and during the Registration Period (as defined in the Registration Rights Agreement), lapses in effect or sales of all of the Registrable Securities (as defined in the Registration Rights Agreement) cannot otherwise be made thereunder (whether by reason of the Company's failure to amend or supplement the prospectus included therein in accordance with the Registration Rights Agreement, the Company's failure to file and use its best efforts to obtain effectiveness with the SEC of an additional Registration Statement or amended Registration Statement required pursuant to the Registration Rights Agreement, or (E) the Company fails to provide a commercially reasonable written response to any comments to any Registration Statement submitted by the SEC within twenty (20) days of the date that such SEC comments are received by the Company..

"Registration Rights Agreement" means that certain Amended and Restated Registration Rights Agreement, dated as of the Closing Date, among the Company, Deerfield Partners, L.P., and any other Investors (as defined therein) from time to time signatory thereto, as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Required Holders" means, as of any date of determination, the holders of a majority-in-interest of the Warrants as of such date.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Standard Settlement Period" means the standard settlement period for equity trades effected by U.S. broker-dealers, expressed in a number of Trading Days, as in effect on the applicable date.

"Stock Event" means any stock split or other subdivision of outstanding Common Stock, combination of outstanding Common Stock (including by reverse stock split), reclassification, payment of a stock dividend in Common Shares, recapitalization, or other similar transaction of such character that Common Shares shall be changed into or become exchangeable for a larger or smaller number of Common Shares.

"Term" has the meaning specified in Section 1 hereof.

"Trading Day" means any day on which the Common Shares are traded for any period on the Nasdaq Global Select Market, or if the Common Shares are no longer listed on the Nasdaq Global Select Market on the other United States securities exchange or market on which the Common Shares are then being principally traded. If the Common Shares are not so listed or traded, then "Trading Day" means a Business Day.

"Transfer Delivery Failure" means the Company has failed to deliver a Warrant within any applicable Transfer Delivery Period.

"Unrestricted Conditions" has the meaning specified in Section 2(g)(ii) hereof.

"Volume Weighted Average Price" means, with respect to a share of Common Stock or any other security as of any date, the volume weighted average sale price on the principal United States exchange or market on which the Common Stock or such security is then being traded as reported by, or based upon data reported by, Bloomberg Financial Markets or an equivalent, reliable reporting service mutually acceptable to and hereafter designated by the Required Holders and the Company ("**Bloomberg**"), or, if no volume weighted average sale price is reported for such security, then the last closing trade price of such security as reported by Bloomberg, or, if no last closing trade price is reported for such security by Bloomberg, the average of the bid prices of any market makers for such security on the OTC Bulletin Board, the OTCQX Market, the OTCQB Market or Pink Open Market of OTC Markets Group (or, in each case, any successor to such market).

"Warrant" means this Warrant and any other warrants of like tenor issued in substitution or exchange for any thereof pursuant to the provisions of Section 2(e) hereof.

"Warrant Share Number" means [_____][3], subject to adjustment as set forth herein, including reduction for each Common Share as to which this Warrant has been exercised (whether pursuant to a Cash Exercise or a Cashless Exercise) hereunder (subject to the Company's compliance with its obligations with respect to each such exercise under Section 2 hereof).

"Warrant Shares" has the meaning set forth in the preamble.

"Warrants" means, collectively, this Warrant and each other warrant issued pursuant to the Facility Agreement and any Warrants issued in exchange, transfer or replacement hereof or thereof, as any of the foregoing may be amended, restated, supplemented or otherwise modified from time.

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3 NTD: The Warrant Share Number will initially be the result of (i) the principal amount of the Convertible Notes prepaid or otherwise repaid in connection with which this Warrant is issued, divided by (ii) the initial Exercise Price of this Warrant (equal to the Conversion Price then in effect).

9. Amendment and Waiver. Any term, covenant, agreement or condition in this Warrant may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Company and the Required Holders, and all amendments and waivers so approved shall be binding upon holders of all warrants issued pursuant to the Credit Agreement.

10. Governing Law; Jurisdiction; Specific Performance. This Warrant and all matters concerning the construction, validity, enforcement and interpretation hereof or otherwise relating hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. All Actions arising out of or relating to this Warrant shall be heard and determined in the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action. The consents to jurisdiction and venue set forth in this Section 10 shall not constitute general consents to service of process in the State of New York and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. Each party hereto agrees that service of process upon such party in any Action arising out of or relating to this Warrant shall be effective if notice is given by overnight courier at the address set forth in Section 11 of this Warrant. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, a final trial court judgment. The parties hereto agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Warrant in accordance with its specified terms or otherwise breach such provisions. Accordingly, the parties acknowledge and agree that the parties shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Warrant and to enforce specifically the terms and provisions hereof in the courts without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Warrant or any other Facility Documents, and this right of specific enforcement is an integral part of the terms of this Warrant. The parties agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, and agree not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties acknowledge and agree that any party shall not be required to provide any bond or other security in connection with its pursuit of an injunction or injunctions to prevent breaches of this Warrant and to enforce specifically the terms and provisions hereof. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant, the Facility Documents at law or in equity (including a decree of specific performance and/or other injunctive relief).

11. Notices. All notices, requests, claims, demands and other communications under this Warrant shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following respective addresses (or at such other address for a party hereto as shall be specified in a notice given in accordance with this Section 11):

(a) If to the Holder:

c/o Deerfield Management Company, L.P.
345 Park Avenue South, 12th Floor
New York, NY 10010
Attn: Legal Department
E-mail: legalnotice@deerfield.com

With a copy to (which copy alone shall not constitute notice):

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661
Attn: Mark D. Wood and Jonathan D. Weiner
Email: mark.wood@katten.com, jonathan.weiner@katten.com

or at such other address or contact information delivered by the Holder to the Company in writing.

(b) If to the Company:

Sientra, Inc.
420 South Fairview Avenue, Suite 200
Santa Barbara, CA 93117
Email: oliver.bennett@sientra.com
Attn: Oliver Bennett, Esq.

with a copy to (which copy alone shall not constitute notice):

DLA Piper LLP (US)
4365 Executive Dr., Suite 1100
San Diego, CA 92121
Email: michael.kagnoff@dlapiper.com
Attn: Michael Kagnoff, Esq.

In connection with any exercise or assignment of this Warrant, no ink-original Exercise Form or Assignment Form, as applicable, shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Exercise Form or Assignment Form be required.

12. Successors and Assigns. This Warrant and the rights evidenced hereby shall inure to the benefit of and be binding upon the Company and the Holder and their respective successors and permitted assigns (subject to Section 2(f) with respect to the Holder); provided that the Company shall not assign its obligations under this Warrant except in connection with a Major Transaction as provided in Section 4(d).

13. Modification and Severability. The provisions of this Warrant will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of this Warrant, or the application thereof to any Person or circumstance, is invalid or unenforceable, (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Warrant and the application of such provision to other Persons, entities or circumstances will not be affected by such invalidity or unenforceability.

14. Material Nonpublic Information. Upon receipt or delivery by the Company of any notice pursuant to this Warrant, including, as applicable, any Default Notice in accordance with the terms of this Warrant, unless the Company has in good faith determined that the matters relating to such notice do not constitute material nonpublic information relating to the Company or its subsidiaries, if requested by Holder, the Company shall within one (1) Trading Day after any such receipt or delivery, publicly disclose such material nonpublic information in a report on Form 8-K or otherwise in a filing with the SEC. Without derogating from the immediately previous sentence, in the event that the Company believes that any notice delivered to the Holder contains material nonpublic information relating to the Company, the Company shall so indicate to the Holder prior to the delivery of such notice, and such indication shall provide the Holder the means to refuse to receive such notice; and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material nonpublic information relating to the Company. The provisions of this Section 14 are in addition to, and shall in no way limit, the provisions of Section 5.18 of the Facility Agreement.

15. Interpretation.

(a) When a reference is made in this Warrant to a Section, such reference shall be to a Section of this Warrant unless otherwise indicated. The headings contained in this Warrant are for reference purposes only and shall not affect in any way the meaning or interpretation of this Warrant. Whenever the words “include,” “includes” or “including” are used in this Warrant, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Warrant shall refer to this Warrant as a whole and not to any particular provision of this Warrant unless the context requires otherwise. The words “date hereof” when used in this Warrant shall refer to the date of this Warrant. The terms “or,” “any” and “either” are not exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” All terms defined

in this Warrant shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Warrant are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to, and all payments hereunder shall be made in, the lawful money of the United States. References to a Person are also to its successors and permitted assigns. When calculating the period of time between which, within which or following which any act is to be done or step taken pursuant to this Warrant, the date that is the reference date in calculating such period shall be excluded (and, unless otherwise required by law, if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day).

[*Signature pages follow*]

IN WITNESS WHEREOF, the Company has duly executed this Warrant.

Dated: [_____ __, 202_].

SIENTRA, INC.

By: _____
Name:
Title:

[*Signature Page to Warrant*]

EXHIBIT A

FORM OF EXERCISE NOTICE
(To be executed by the registered holder hereof)

Reference is made to the Warrant to Purchase Common Shares of Sientra, Inc. No. W-[_] (the "Warrant").

The undersigned hereby irrevocably exercises the Warrant with respect to shares of common stock, par value $0.01 per share (the "Common Stock"), of Sientra, Inc., a Delaware corporation (the "Company").

Check the applicable box:

☐ The undersigned is exercising the Warrant with respect to [_____] shares of Common Stock pursuant to a Cashless Exercise, and makes payment of the Exercise Price with respect to such shares in full, all in accordance with the conditions and provisions of the Warrant applicable to such Cashless Exercise.
☐ The undersigned is exercising the Warrant with respect to [_____] shares of Common Stock pursuant to a Cash Exercise. [IF APPLICABLE: The undersigned hereby encloses, or has delivered by wire transfer to an account designated by the Company, $____ as payment of the Exercise Price.]

☐ The undersigned is exercising the Warrant with respect to [_____] shares of Common Stock pursuant to a Note Exchange Exercise. The undersigned hereby agrees to cancel $_____ of principal outstanding under the Convertible Notes indicated below of the Company held by the Holder in satisfaction of the Exercise Price in accordance with the conditions and provisions of the Warrant applicable to such Note Exchange Exercise.

1. The undersigned requests that [any stock certificates for such shares be issued free of any restrictive legend, if appropriate,]/[the shares be credited to the Holder's account with its prime broker by DWAC to the account specified below] [and, if requested by the undersigned, a warrant representing any unexercised portion hereof be issued, pursuant to the Warrant in the name of the undersigned and delivered to the undersigned at the address set forth below.]

2. Capitalized terms used but not otherwise defined in this Exercise Form shall have the meaning ascribed thereto in the Warrant.

Dated: _____

Please issue shares of Common Stock in the following name and, if applicable, to the following address:

Issue to (print name):

Email Address:

DTC Details (if applicable):

Address for Stock Certificates (if applicable):

EXHIBIT B

ASSIGNMENT FORM
(To be executed by the registered holder hereof)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto the within Warrant and all rights evidenced thereby and does irrevocably constitute and appoint , attorney, to transfer the said Warrant on the books of the within named corporation.

Dated: Signature _____

Address _____

PARTIAL ASSIGNMENT
(To be executed by the registered holder hereof)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto the right to purchase Common Shares issuable upon exercise of the attached Warrant, and does irrevocably constitute and appoint , attorney, to transfer that part of the said Warrant on the books of the within named corporation.

Dated: Signature _____

Address _____

Schedule 1

Black-Scholes Value

Remaining Term	Number of calendar days from date of consummation or occurrence of the Major Transaction or Event of Default until the last date on which this Warrant may be exercised.
Interest Rate	A risk-free interest rate corresponding to the US$ Treasury Yield +0.50% for a period equal to the Remaining Term.
Cost to Borrow	Zero
Volatility	Major Transaction or Event of Default: Fifty percent (50%).
Stock Price	Major Transaction: The greatest of (1) the per share closing (last sale) price of the Common Shares on the Nasdaq Global Select Market, or, if that is not the principal trading market for the Common Shares, such principal market on which the Common Shares are traded or listed (the "Closing Market Price") on the Trading Day immediately preceding the date on which the Major Transaction is consummated or otherwise occurs, (2) the first Closing Market Price following the first public announcement of the Major Transaction, and (3) the Closing Market Price as of the date immediately preceding the first public announcement of the Major Transaction. Event of Default: The greatest of (1) the per share closing (last sale) price of the Common Shares on the Nasdaq Global Select Market, or, if that is not the principal trading market for the Common Shares, such principal market on which the Common Shares are traded or listed (the "Closing Market Price") on the Trading Day immediately preceding the date on which the Event of Default occurs, (2) the first

Closing Market Price following the first public announcement of the Event of Default (as applicable), and (3) the Closing Market Price as of the date immediately preceding the first public announcement of the Event of Default (as applicable).

Exhibit 4.4

Execution Version

PRE-FUNDED WARRANT
TO PURCHASE
SHARES OF COMMON STOCK
OF
SIENTRA, INC.

Original Issue Date: October 12, 2022 No. W-1

FOR VALUE RECEIVED, the undersigned, Sientra, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), hereby certifies that Deerfield Partners, L.P. or any transferee, assignee or other subsequent holder hereof (the "Holder") is entitled to subscribe for and purchase, at the Exercise Price per share, the Warrant Share Number of duly authorized, validly issued, fully paid and non-assessable shares of the Company's common stock, par value $0.01 per share (the "Common Stock"). This Warrant is issued pursuant to that certain Exchange Agreement, dated as of October 12, 2022, between the Company and Deerfield Partners, L.P. in its capacity as Agent for itself as a lender and as lender (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Exchange Agreement"). The Common Shares (as defined below) issuable hereunder (the "Warrant Shares") are entitled to the benefits of the Registration Rights Agreement (as defined below). Capitalized terms used in this Warrant and not otherwise defined herein shall have the respective meanings specified in Section 8 hereof or, if not specified in Section 8 hereof, the respective meanings ascribed thereto in the Exchange Agreement.

1. Term. The right to subscribe for and purchase Warrant Shares represented hereby commences on the Original Issue Date and shall expire at such time as this Warrant shall have been exercised in full (such period being the "Term").

2. Method of Exercise; Payment; Issuance of New Warrant; Transfer and Exchange.

(a) ***Exercise of Warrant***. The purchase rights represented by this Warrant may be exercised in whole or in part at any time and from time to time during the Term by delivering to the Company (by electronic mail or otherwise in accordance with Section 11) written notice of such exercise in the form attached hereto as Exhibit A (each, an "Exercise Form") and the applicable Exercise Price, which may be satisfied by a Cash Exercise or a Cashless Exercise (as each is defined below), for each Warrant Share as to which this Warrant is being exercised. The "Exercise Date" in respect of each exercise of this Warrant shall be defined as the date that the Exercise Form in respect of such exercise is delivered to the Company in accordance with the terms hereof. In the event that this Warrant has not been exercised in full as of the last Business Day during the Term, the Holder shall be deemed to have exercised the purchase rights represented by this Warrant in full as a Cashless Exercise as of 4:59 p.m. (New York City time) on such last Business Day (and such last Business Day shall be deemed the Exercise Date for purposes of such exercise).

(b) ***Cash Exercise***. The Holder may pay the Exercise Price in respect of any Warrant Share(s) in cash (a "Cash Exercise"). In the case of a Cash Exercise, within two (2)

Trading Days (or, if less, the number of Trading Days comprising the Standard Settlement Period on the Exercise Date) following the Exercise Date as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Exercise Form by wire transfer or cashier's check drawn on a United States bank.

(c) ***Net Issue Exercise***. In lieu of paying the Exercise Price in respect of any Warrant Share(s) in cash, the Holder, at its option, may exercise this Warrant (in whole or in part) on a cashless basis by making appropriate notation on the applicable Exercise Form, in which event the Company shall issue to the Holder a number of Warrant Shares computed using the following formula (a "Cashless Exercise"):

$$X = \frac{Y(A - B)}{A}$$

Where: X = the number of the Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares with respect to which the Warrant is exercised.

A = the fair market value of one share of Common Stock on the Exercise Date.

B = the Exercise Price (as adjusted to the date of such calculation).

For purposes of this Section 2(c), the "fair market value" of one share of Common Stock on the date of determination shall mean:

(i) if the Market Price can be calculated in accordance with the definitions of "Market Price" and "Volume Weighted Average Price," the Market Price per share of Common Stock as of the Exercise Date; and

(ii) if the Common Stock cannot be calculated in accordance with the definitions of "Market Price" and "Volume Weighted Average Price," the fair market value of a share of Common Stock shall be such fair market value as determined in good faith by the Company in reliance on an opinion of a nationally recognized independent investment banking firm retained by the Company for this purpose; provided that the Holder shall have a right to receive from the Company the calculations performed to arrive at such fair market value and a copy of the opinion of such investment banking firm and any report prepared by such investment banking firm and delivered to the Company in connection therewith.

The date of determination for purposes of this Section 2(c) shall be the date the Exercise Form is delivered by the Holder to the Company.

(d) ***Reserved***.

(e) ***Issuance of Warrant Shares and New Warrant***. In the event of any exercise of the purchase rights represented by this Warrant in accordance with the terms hereof, the Warrant Shares issuable upon such exercise shall be delivered by the Company, (i) in the

case of an exercise at a time when any of the Unrestricted Conditions is met as of the Exercise Date in respect of such Warrant Shares, by causing the Company's designated transfer agent ("Transfer Agent") to electronically transmit the Warrant Shares issuable upon such exercise to the Holder by crediting the account of the Holder's prime broker with The Depository Trust Company ("DTC"), through its Deposit/Withdrawal at Custodian ("DWAC") system, as specified in the relevant Exercise Form, no later than the later of (x) two (2) Trading Days (or, if less, the number of Trading Days comprising the Standard Settlement Period) after the relevant Exercise Date and, (y) in the case of a Cash Exercise, one (1) Trading Day after the date the applicable aggregate Exercise Price is received by the Company, or (ii) in the case of an exercise at a time when the Warrant Shares issuable upon such exercise are required to bear a restrictive legend pursuant to Section 2(f)(ii) because none of the Unrestricted Conditions is met in respect thereof, issue and dispatch by overnight courier to the address as specified in the Exercise Form, a certificate, registered in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise, within five (5) Trading Days after the relevant Exercise Date. Upon the exercise of this Warrant or any part hereof, the Company shall, at its own cost and expense, take all necessary action, including obtaining and delivering an opinion of counsel, if applicable, as shall be necessary to enable the Transfer Agent to transmit to the Holder in accordance with this Section 2(d) the number of Warrant Shares issuable upon such exercise. The Company warrants that no instructions other than these instructions have been or will be given to the Transfer Agent in respect of the Warrant Shares and that the Warrant Shares will not contain any legend or be subject to any stop transfer or similar instruction if any of the Unrestricted Conditions is met in respect thereof. Upon the delivery of an Exercise Form in accordance with Section 2(a), the Holder shall be deemed for all purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder's or its designee's DTC account or the date of delivery of the certificates evidencing such Warrant Shares, as the case may be. The Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and this Warrant has been exercised in full, in which case the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days following the date the final Exercise Form is delivered to the Company. Execution and delivery of an Exercise Form with respect to a partial exercise shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the remaining number of Warrant Shares. ***The Holder and any assignee of the Holder, by acceptance of this Warrant, acknowledges and agrees that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the Warrant Share Number (and, therefore, the number of Warrant Shares available for purchase hereunder) at any given time may be less than the amount stated herein***.

(f) ***Transferability of Warrant***. Subject to Section 2(g)(iii), this Warrant and all rights hereunder are transferable, in whole or in part, by the Holder without charge to the Holder, upon surrender of this Warrant to the Company at its then principal executive offices with a properly completed and duly executed Assignment Form in the form attached hereto

as Exhibit B. Within three (3) Trading Days of such surrender and delivery (the "Transfer Delivery Period"), the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant, if any, not so assigned and this Warrant shall promptly thereafter be cancelled. Notwithstanding anything herein to the contrary, this Warrant, if properly assigned in accordance herewith, may be exercised by a new Holder for the purchase of Warrant Shares immediately upon such assignment without having a new Warrant issued. The Holder shall pay any Transfer Taxes (as such term is defined in Section 5(b) below) imposed in connection with such transfer or assignment (if any).

(g) ***Restrictive Legend***.

(i) The Holder understands that until such time as the Warrant Shares have been registered under the Securities Act or otherwise may be sold pursuant to Rule 144 or an exemption from registration under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Warrant Shares may bear a restrictive legend in substantially the following form (and a stop-transfer order consistent therewith may be placed against transfer of the certificates for such securities) (the "Securities Law Legend"):

"THE OFFER AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OR PURSUANT TO A PRIVATE SALE EFFECTED UNDER SECTION 4(a)(7) OF THE SECURITIES ACT OR APPLICABLE FORMAL OR INFORMAL SEC INTERPRETATION OR GUIDANCE, SUCH AS A SO-CALLED "4[(a)](1) AND A HALF SALE." NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

(ii) This Warrant and Warrant Shares (and any certificates or electronic book entries evidencing the Warrant Shares) shall not contain or be

subject to (and Holder shall be entitled to removal of) any legend (or stop transfer or similar instruction) restricting the transfer thereof (including the Securities Law Legend): (A) while a registration statement (including a Registration Statement, as defined in the Registration Rights Agreement) covering the sale or resale of such securities is effective under the Securities Act, or (B) if the Holder provides customary certifications to the effect that it has sold, or is selling substantially contemporaneously with the delivery of such certifications, such securities pursuant to such a registration statement or Rule 144 under the Securities Act, or (C) if such securities are eligible for sale under Rule 144(b)(1) under the Securities Act as set forth in customary, non-affiliate certifications provided by the Holder, or (D) if at any time on or after the date hereof that the Holder certifies that it is not a Rule 144 Affiliate and that the Holder's holding period for purposes of Rule 144 (including, for the avoidance of doubt, subsection (d)(3)(ii) thereof) of at least six (6) months, or (E) if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC) as determined in good faith by counsel to the Company or as set forth in a legal opinion delivered by Katten Muchin Rosenman LLP or other nationally recognized counsel to the Holder (collectively, the "Unrestricted Conditions"). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent, promptly after the Original Issue Date, or at such other time as any of the Unrestricted Conditions has been satisfied, if required by the Transfer Agent to effect the issuance of this Warrant or the Warrant Shares, as applicable, without a restrictive legend or removal of the legend hereunder. If any of the Unrestricted Conditions is met at the time of issuance of the Warrant Shares then such Warrant Shares shall be issued free of all legends and stop-transfer instructions. The Company agrees that following the Original Issue Date or at such other time as any of the Unrestricted Conditions is met or such legend is otherwise no longer required under this Section 2(g), it will, no later than the earlier of (x) two (2) Trading Days and (y) the number of Trading Days comprising the Standard Settlement Period following the delivery by the Holder to the Company or the Transfer Agent of the Warrant Shares issued with a restrictive legend, deliver or cause to be delivered to the Holder or its designee the Warrant Shares free from all restrictive and other legends (or similar notations) by crediting the account of the Holder's prime broker with DTC, through its DWAC system. The Company acknowledges and agrees that, if the Holder delivers a certification that it is not an "affiliate" of the Company (as such term is used under Rule 144 under the Securities Act) and has not been an Affiliate for a period of three months, then from and after the delivery thereof, the Holder shall be deemed to have certified that it is not an "affiliate" of the Company (as such term is used under Rule 144 under the Securities Act) upon each delivery of an Exercise Form, unless the Holder otherwise advises the Company in writing. For purposes of Rule 144 under the Securities Act and subsection (d)(3)(ii) thereof, it is intended, understood and acknowledged that (X) this Warrant shall be deemed to have been acquired, and the holding period

thereof shall be deemed to have commenced, on March 11, 2020 (i.e., the date of issuance of the Note in respect of which this Warrant was issued), and (Y) the Warrant Shares issuable upon any exercise of this Warrant pursuant to a Cashless Exercise shall be deemed to have been acquired, and the holding period thereof shall be deemed to have commenced, on such date. The Holder, by acceptance hereof, acknowledges and agrees that the removal of any restrictive legends from any securities as set forth in this Section 2(g)(ii) is predicated upon the Company's reliance that the Holder will sell such securities pursuant to either the registration requirements of the Securities Act or an exemption therefrom, and that if such securities are sold pursuant to a registration statement, they will be sold while such registration statement is effective and available for resales of such securities, in compliance with the plan of distribution set forth therein.

(iii) The Holder covenants that it will not sell or otherwise transfer any Warrants or Warrant Shares except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration and prospectus-delivery requirements of the Securities Act.

(h) ***No Fractional Shares or Scrip***. No fractional shares or scrip representing fractional Warrant Shares shall be issued upon the exercise of this Warrant. If pursuant to an exercise of this Warrant the Holder would be entitled to a fractional Common Share, then either (i) the number of Common Shares issuable upon such exercise shall be rounded up to the next higher whole number of Common Shares or (ii) the Company will pay, in lieu of delivering such fractional share, a cash amount equal to the product of the related fraction and the Volume Weighted Average Price per share of Common Stock on the trading day immediately before the related Exercise Date.

(i) ***Replacement of Warrant***. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new Warrant of like tenor and amount.

(j) ***No Rights of Stockholders***. Except as otherwise provided herein, including in Section 4(b), the Holder shall not be entitled to vote or be otherwise deemed the holder of Common Shares or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose under this Agreement, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings.

(k) ***Holder's Exercise Limitations***. Notwithstanding anything to the contrary contained herein, the Company shall not effect any exercise of this Warrant (or issue any Warrant Shares thereupon), and the Holder shall not have the right to exercise any portion of this Warrant or acquire Warrant Shares pursuant to Section 2(c) or otherwise, to the extent that after giving effect to such exercise as contemplated by the applicable Exercise Form, the number of Common Shares then beneficially owned by the Holder and its Affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act (including shares held by any "group" of which the Holder is a member, but excluding shares beneficially owned by virtue of the ownership of securities or rights to acquire securities that have limitations on the right to convert, exercise or purchase similar to the limitation set forth herein), would exceed 4.985% of the total number of Common Shares issued (excluding treasury shares) (the "Beneficial Ownership Limitation"); provided, however, that the Beneficial Ownership Limitation shall only apply to the extent that the Common Stock is deemed to constitute an "equity security" pursuant to Rule 13d-1(i) promulgated under the Exchange Act. For purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and applicable regulations of the SEC, and the percentage beneficially owned by the Holder shall be determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act. For purposes hereof, the Holder may rely on the number of outstanding Common Shares as set forth in the Company's most recent annual report filed with the SEC, or any report filed by the Company with the SEC subsequent thereto, in each case, unless the Company has confirmed to the Holder the number of Common Shares outstanding as provided in the next sentence (in which case the Holder may rely upon such confirmation); provided, that the number of outstanding shares of Common Stock for such purposes shall be determined after giving effect to the exercise or conversion of securities of the Company, including this Warrant, any other warrants and any convertible notes, by the Holder and its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. Upon the written request of the Holder, the Company shall, within two (2) Trading Days, confirm in writing to the Holder the number of Common Shares then outstanding. Each delivery of an Exercise Form by the Holder will constitute a representation by the Holder that it has evaluated the limitation set forth in this paragraph and determined that the issuance of the full number of Common Shares requested in such Exercise Form is permitted under this paragraph.

(l) ***Cash Damages for Failure to Timely Issue Warrant Shares***. If by the first (1st) Trading Day following the expiration of the Delivery Period, the Company shall fail to issue and deliver a certificate to the Holder for, or, if as required by Section 2(e) hereof the Transfer Agent shall fail to credit the Holder's or its designee's balance account with DTC with, the applicable number of Warrant Shares (in each case, free of any restrictive legend, provided that any Unrestricted Condition is satisfied), then, in addition to all other available remedies that the Holder may pursue hereunder and under the Exchange Agreement or otherwise at law or in equity, the Company shall pay additional damages to the Holder, in cash, for each thirty (30) day period after the Delivery Period such exercise is not timely effected in an amount equal to (prorated for any partial period) one percent (1.5%) of the product of (I) the number of Warrant Shares not issued and delivered to the Holder (in each case, free of any restrictive legend, provided, that any Unrestricted Condition is satisfied) or

its designee prior to the expiration of the Delivery Period and to which the Holder is entitled and (II) the Volume Weighted Average Price of a share of Common Stock on the last day of the Delivery Period. Alternatively, in lieu of foregoing damages but in addition to any other rights or remedies available to the Holder under this Warrant or the Exchange Agreement or otherwise at law or in equity, at the written election of the Holder made in the Holder's sole discretion, if, on or after the last day of the Delivery Period in respect of such Exercise, the Holder or its brokerage firm purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares that the Holder was entitled to receive upon such exercise (such purchased shares, "Buy-In Shares"), the Company shall (1) be obligated to promptly pay to the Holder (in addition to all other available remedies that the Holder may otherwise have), 105% of the amount by which (A) the Holder's total purchase price (including brokerage commissions, if any) for such Buy-In Shares exceeds (B) the net proceeds received by the Holder from the sale of a number of shares equal to up to the number of Warrant Shares such Holder was entitled to receive but had not received on or before the last day of such Delivery Period Date, and (2) at the option of the Holder, either reinstate the portion of this Warrant and equivalent number of Warrant Shares for which such exercise was not honored (and refund the Exercise Price therefor, to the extent paid by Holder), or deliver to the Holder the number of Common Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. If the Company fails to pay the additional damages set forth in this Section 2(l) within five (5) Trading Days of the date incurred, then the Holder shall have the right at any time, so long as the Company continues to fail to make such payments, to require the Company, upon written notice, to immediately issue, in lieu of such cash damages, the number of Common Shares equal to the quotient of (X) the aggregate amount of the damages payments described herein divided by (Y) the Exercise Price applicable to the exercise of the Warrant to which the additional damages relate. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver the Common Shares upon exercise of this Warrant as required pursuant to the terms hereof.

(m) ***Void Exercise Form***. If for any reason the Holder has not received all of the Warrant Shares (free of any restrictive legend, provided that any Unrestricted Condition is satisfied) prior to the fifteenth (15th) Business Day after the expiration of the Delivery Period with respect to an exercise of this Warrant in accordance with Section 2(e), then the Holder, upon written notice to the Company by facsimile or electronic mail (a "Void Exercise Notice"), may void its Exercise Form with respect to, and retain or have returned, as the case may be, any portion of this Warrant with respect to which Warrant Shares have not been delivered pursuant to the Holder's Exercise Form; provided, that the voiding of the Holder's Exercise Form shall not affect the Company's obligations to make any payments that have accrued prior to the date of such Void Conversion Notice pursuant to Section 2(l).

3. Certain Representations and Agreements. The Company represents, covenants and agrees:

(a) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(b) All Warrant Shares issuable upon the exercise of, or otherwise pursuant to, this Warrant pursuant to the terms hereof shall be, upon issuance, and the Company shall take all such actions as may be necessary or appropriate in order that such Warrant Shares are, validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any stockholder of the Company, and free from all taxes, liens and charges. As of the Original Issue Date, the Company has reserved from its authorized and unissued Common Shares, exclusively for issuance upon exercise of this Warrant, and from and after the Original Issue Date the Company shall at all times reserve and keep available out of its authorized but unissued Common Shares solely for the purpose of effecting exercises of this Warrant, such number of Common Shares as shall from time to time be sufficient to effect the exercise of this Warrant in full for cash (without giving effect to the Beneficial Ownership Limitation); and if at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the exercise of this Warrant in full, the Company will use reasonable best efforts to take such corporate action as may be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purpose, including, without limitation, calling a special meeting of stockholders and/or any other relevant corporate body to amend the Company's charter increasing the authorized share capital of the sufficiently high to meet the Company's obligations under this Section 3(b).

(c) The Company shall take all such actions as may be necessary to ensure that all Warrant Shares are issued without violation of any applicable law or governmental regulation or any requirements of any securities exchange upon which shares of the Company's capital stock may be listed at the time of such exercise.

(d) The Company will procure, subject to issuance or notice of issuance, the listing of any Warrant Shares issuable upon exercise of this Warrant on the principal stock exchange on which the Common Stock is then listed or traded.

4. Adjustments and Other Rights. The Exercise Price and Warrant Share Number shall be subject to adjustment from time to time as follows; provided, that no single event shall cause an adjustment or distribution under more than one subsection of this Section 4 so as to result in duplication.

(a) ***Stock Splits, Subdivisions, Reclassifications or Combinations***. If the Company shall at any time or from time to time (i) pay or make a dividend or make a distribution on its Common Stock in Common Shares, (ii) split, subdivide or reclassify the outstanding Common Shares into a greater number of shares or (iii) combine or reclassify the outstanding Common Shares into a smaller number of shares, the Warrant Share Number at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be proportionately adjusted so that the Holder immediately after such record date or effective date, as the case may be, shall be entitled to purchase the number of Common Shares which such Holder would have owned or been entitled to receive in respect of the Common Shares subject to this Warrant after

such date had such Holder held a number of Common Shares equal to the Warrant Share Number immediately prior to such record date or effective date, as the case may be. In the event of such adjustment, the Exercise Price in effect at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be immediately adjusted to the number obtained by dividing (x) the product of (1) the Warrant Share Number before the adjustment determined pursuant to the immediately preceding sentence and (2) the Exercise Price in effect immediately prior to the record or effective date, as the case may be, for the dividend, distribution, split, subdivision, combination or reclassification giving rise to such adjustment by (y) the new Warrant Share Number determined pursuant to the immediately preceding sentence.

(b) ***Distributions***. Notwithstanding anything to the contrary contained herein (including, for the avoidance of doubt, Section 2(j)), the Holder, as the holder of this Warrant, shall be entitled to receive, and shall be paid by the Company, any dividend paid or distribution of any kind made to the holders of Common Stock, other than a dividend or distribution resulting in an adjustment pursuant to Section 4(a), to the same extent as if the Holder had exercised this Warrant in full in a Cash Exercise (without regard to the Beneficial Ownership Limitation or any other limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance) and had held such Warrant Shares on the record date for such dividend or distribution (or, if there is no record date therefor, on the date of such dividend or distribution). Payments or distributions under this Section 4(b) shall be made concurrently with the dividend or distribution to holders of the Common Stock. For the avoidance of doubt, if at any time the Company grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of its capital stock (the "Purchase Rights"), and such grant, issuance or sale does not result in a dividend or distribution resulting in an adjustment pursuant to Section 4(a), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon exercise in full of this Warrant (without regard to the Beneficial Ownership Limitation or any other limitations on exercise herein or elsewhere and without regard to whether or not a sufficient number of shares are authorized, reserved and available to effect any such exercise and issuance) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(c) ***Organic Change.***

(i) If, at any time while this Warrant is outstanding an Organic Change is consummated or otherwise occurs, then, upon exercise of this Warrant, the Holder shall be entitled to receive in lieu of (or in addition to, as the case may be) the Warrant Shares, the kind and amount of securities, cash or other property of the Company or the Successor Entity, as the case may be, resulting from such Organic Change, which a Holder of the Warrant Share

Number (at the time of such Organic Change and, for the avoidance of doubt, without regard to the Beneficial Ownership Limitation or any other restriction or limitation on exercise) of Warrant Shares would have been entitled to receive upon consummation of such Organic Change if such Warrant Shares had been outstanding immediately prior to such Organic Change; and in any such case, if applicable, the provisions set forth herein with respect to the rights and interests thereafter of the Holder shall be appropriately adjusted (pursuant to a written agreement in form and substance reasonably satisfactory to Required Holders) so as to be applicable, as nearly as may reasonably be, to the Holder's right to exercise this Warrant in exchange for any shares of stock or other securities or property pursuant to this paragraph. If holders of Common Shares are given any choice as to the kind and/or amount of stock and/or other securities or property (including cash) to be received in an Organic Change, then the Holder shall be given the same choice as to the consideration it receives upon any exercise of this Warrant following such Organic Change.

(ii) The Company shall cause any acquiring, surviving or successor entity in an Organic Change in which the Company does not survive as the parent entity (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the Registration Rights Agreement in accordance with the provisions hereof and thereof pursuant to written agreements in form and substance approved by the Required Holders (which approval shall not be unreasonably withheld, conditioned or delayed), including agreements to deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant. Upon the occurrence of any such Organic Change in which there is a Successor Entity, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Organic Change, the provisions of this Warrant referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the Registration Rights Agreement with the same effect as if such Successor Entity had been named as the Company herein and therein.

(d) ***Other Events***. If any event of the type contemplated by the provisions of Section 4(a), 4(b), or 4(c) or any other provision hereof that provides for an adjustment of Exercise Price, the Warrant Share Number, or the number and class of shares of capital stock issuable upon exercise of this Warrant, but not expressly provided for by any such provision occurs, then the Company shall make an appropriate adjustment in the Exercise Price, the Warrant Share Number and/or number and class of shares of capital stock issuable upon exercise of this Warrant so as to protect the rights of the Holder in a manner consistent with such provisions; provided, that no such adjustment shall increase the Exercise Price or decrease the Warrant Share Number except as otherwise determined pursuant to the express provisions of Section 4(a).

(e) ***Calculations***. All calculations under this Section 4 shall be made to the nearest one-hundredth (1/100th) of a cent or to the nearest one-tenth (l/10th) of a share, as the case may be.

(f) ***Notice of Adjustments***. Whenever the Exercise Price or the Warrant Share Number shall be adjusted as provided in this Section 4, the Company shall as promptly as practicable prepare and make available to the Holder a statement showing in reasonable detail the facts requiring such adjustment and the Exercise Price and Warrant Share Number that shall be in effect after such adjustment.

(g) ***Adjustment Rules***. Any adjustments pursuant to this Section 4 shall be made successively whenever an event referred to herein shall occur. If an adjustment in Exercise Price made hereunder would reduce the Exercise Price to an amount below par value of the Common Stock, then such adjustment in Exercise Price made hereunder shall reduce the Exercise Price to the par value of the Common Stock.

(h) ***Proceedings Prior to any Action Requiring Adjustment***. As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 4, the Company shall take such actions as are necessary, which may include obtaining regulatory, stock exchange or stockholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and nonassessable Common Shares (and any other securities, if applicable) that the Holder is entitled to receive upon exercise of this Warrant pursuant to this Section 4.

5. Taxes; HSR.

(a) ***Taxes***. The Company shall be responsible for paying all present or future stamp, court or documentary, intangible, recording, filing or similar taxes that arise from the issuance of this Warrant and any payment or issuance made under, from the execution, delivery, performance, enforcement or otherwise with respect to, this Warrant, including upon the issuance of Warrant Shares or other securities issued upon the exercise hereof.

(b) ***HSR Submissions***. If the Holder determines in good faith that the exercise of this Warrant is subject to notification under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, and the related rules and regulations promulgated thereunder (collectively, the "HSR Act"), each of the Company and the Holder agrees to (i) cooperate with the other party in the other party's preparing and making such submission and any responses to inquiries of the Federal Trade Commission ("FTC") and/or Department of Justice ("DOJ"); and (ii) prepare and make any submission required to be filed by the Company or the Holder, as applicable, under the HSR Act and respond to inquiries of the FTC and DOJ in connection therewith. The Company shall pay, or reimburse the Holder for, the costs of any required filing fees for any submissions under the HSR Act. Where the Holder notifies the Company that, pursuant to this section, the Holder has determined that an HSR filing is required, the Company shall not issue Warrant Shares until the expiration or early termination of the applicable waiting period under the HSR Act.

6. Dispute Resolution. In the case of a dispute between the Company and the Holder as to the determination of the Exercise Price, Market Price or Volume Weighted Average Price, the Company shall issue, or instruct the Transfer Agent to issue, as applicable, to the Holder the number of Warrant Shares that is not disputed and shall transmit an explanation of the disputed determinations or arithmetic calculations to the Holder via email within two (2) Business Days of receipt or deemed receipt of the Holder's Exercise Form or other date of determination. If the Holder and the Company are unable to agree upon the determination of the Exercise Price, Market Price or Volume Weighted Average Price within one (1) Business Day of such disputed determination or arithmetic calculation being transmitted to the Holder, then the Company shall promptly (and in any event within two (2) Business Days) submit via email (A) the disputed determination of the Exercise Price, Market Price or Volume Weighted Average Price, as applicable, to an independent, reputable investment banking firm selected by the Company and subject to the approval of the Required Holders (such consent not to be unreasonably withheld, conditioned or delayed), or (B) in the case of a dispute as to the arithmetic calculation of the Exercise Price or the arithmetic calculation of the Volume Weighted Average Price, to an independent registered public accounting firm selected by the Company and, if not the Company's auditors, subject to the approval of the Required Holders, as the case may be. The Company shall direct the investment bank or the accounting firm, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than two (2) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accounting firm's determination or calculation, as the case may be, shall be binding upon all parties absent manifest error. Neither the Holder nor the Company shall have the right to dispute any determination pursuant to the provisions of this Section 6 unless such party notifies the other party of such dispute in writing no later than two (2) Business Days after the other party notifies the Holder or the Company, as applicable, in writing of such determination.

7. Frustration of Purpose. The Company hereby covenants and agrees that the Company will not, by amendment of its certificate of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any Common Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall not issue any preferred stock (or other capital stock) that contains, or provides any holder thereof with, any redemption rights or obligations (or similar features) or any liquidation preference (other than on an as-converted to Common Stock basis or a de minimis preference necessary to comply with the Delaware General Corporation Law), is convertible into Common Stock at a rate that "floats" or varies based upon the trading price of the Common Stock or otherwise contains rights or other terms in priority to the rights and terms of the Common Stock, and (iii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable

Common Shares upon the exercise of this Warrant. Nothing in this Section 7 shall be deemed to limit or otherwise affect the Company's ability to issue or sell Common Stock.

8. Definitions. For the purposes of this Warrant, the following terms have the following meanings:

"Action" means any legal, regulatory or administrative proceeding, suit, investigation, arbitration or action.

"Rule 144 Affiliate" means, with respect to any person as of the applicable time of determination, that such person is not as of such time, and has not been at any time during the preceding three months, a "person" that is an "affiliate" of the Company within the meaning of Rule 144.

"Beneficial Ownership Limitation" has the meaning specified in Section 2(k) hereof.

"Business Day" means any day, except a Saturday, Sunday or legal holiday, on which banking institutions in the city of New York, New York are authorized or obligated by law or executive order to close; provided, however, for clarification, bank institutions shall not be deemed to be authorized or obligated by law or executive order to remain closed due to "stay at home," "shelter-in-place," "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in the City of New York generally are open for use by customers on such day.

"Cash Exercise" has the meaning specified in Section 2(b) hereof.

"Cashless Exercise" has the meaning specified in Section 2(c) hereof.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company, as from time to time amended, modified, supplemented or restated in accordance with its terms and pursuant to applicable law.

"Closing Price" means, for any security as of any Trading Day, the closing (last sale) price per share for such security on its Principal Market on such Trading Day (at the end of regular trading hours on such Principal Market), as reported by Bloomberg, or if no closing price per share is reported for such security by Bloomberg, the average of the last bid and last ask price (or if more than one in either case, the average of the average last bid and average last ask prices) per share for such security on such Trading Day as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If such security is not listed for trading on a U.S. national or regional securities exchange on the relevant Trading Day, then the Closing Price for such security will be the average of the mid-point of the last bid and last ask prices per share for such security in the over-the-counter market on the relevant Trading Day as reported by OTC Markets Group or similar organization. If the Closing Price cannot be calculated for a security on such date on any of the foregoing bases, the Closing Price of

such security on such date shall be the fair market value per share of such security as determined in good faith by the Company in reliance on an opinion of a nationally recognized independent investment banking firm retained by the Company (at its sole cost and expense) for this purpose; provided, that (i) the Holder shall have a right to receive from the Company the calculations performed to arrive at such fair market value and a copy of each valuation used in connection therewith, and (ii) to the extent the most recent such valuation is made as of a date that precedes the date for which the Closing Price is being determined, the Closing Price shall be adjusted to reflect subsequent events that occur after the date of such valuation.

"Common Shares" means shares of Common Stock.

"Common Stock" has the meaning specified in the preamble hereof.

"Company" has the meaning specified in the preamble hereof.

"Delivery Period" means, in respect of each exercise of the Holder's purchase right hereunder, the period commencing on the delivery of an Exercise Form in respect of such exercise and ending on the deadline for delivery of the applicable Warrant Shares as set forth in Section 2(e).

"DTC" has the meaning specified in Section 2(e) hereof.

"DWAC" has the meaning specified in Section 2(e) hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercise Date" has the meaning specified in Section 2(a) hereof.

"Exercise Form" has the meaning specified in Section 2(a) hereof.

"Exercise Price" means $0.0001, subject to adjustment as set forth herein.

"Holder" means the Person or Persons who shall from time to time own this Warrant.

"Market Price" means, with respect to a share of Common Stock or any other security, on any given day, the arithmetic average of the Volume Weighted Average Price (as defined below) of the Company's Common Stock or such security on each of the five (5) consecutive Trading Days ending immediately prior to the Exercise Date or other date of determination (or, for the avoidance of doubt, for purposes of the determination of the Market Price in the case of an exercise of this Warrant, or any other event, occurring on a Trading Date after the end of regular trading hours on the applicable exchange or trading market, ending on such Exercise Date or other date of determination). In the event that a Stock Event is consummated during any period for which the arithmetic average of the Volume Weighted Average Prices is to be determined, the Volume Weighted Average Price for all Trading Days during such period prior to the effectiveness of the Stock Event shall be appropriately adjusted to reflect such Stock Event.

"Organic Change" means any merger, consolidation, business combination, recapitalization, reorganization, reclassification, spin-off or other transaction other than a transaction subject to Section 4(a), in each case, that is effected in such a way that the outstanding Common Shares are converted into, are exchanged for or become the right to receive (either directly or upon subsequent liquidation) cash, securities or other property.

"Original Issue Date" means the date this Warrant is originally issued pursuant to the Exchange Agreement.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity.

"Principal Market" means the principal securities exchange or trading market for such security.

"Registration Rights Agreement" means that certain Amended and Restated Registration Rights Agreement, dated as of the Closing Date, among the Company, Deerfield Partners, L.P., and any other Investors (as defined therein) from time to time signatory thereto, as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Required Holders" means, as of any date of determination, the holders of a majority-in-interest of the Warrants as of such date.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Standard Settlement Period" means the standard settlement period for equity trades effected by U.S. broker-dealers, expressed in a number of Trading Days, as in effect on the applicable date.

"Stock Event" means any stock split or other subdivision of outstanding Common Stock, combination of outstanding Common Stock (including by reverse stock split), reclassification, payment of a stock dividend in Common Shares, recapitalization, or other similar transaction of such character that Common Shares shall be changed into or become exchangeable for a larger or smaller number of Common Shares.

"Term" has the meaning specified in Section 1 hereof.

"Trading Day" means any day on which the Common Shares are traded for any period on the Nasdaq Global Select Market, or if the Common Shares are no longer listed on the Nasdaq Global Select Market on the other United States securities exchange or market on which the Common Shares are then being principally traded. If the Common Shares are not so listed or traded, then "Trading Day" means a Business Day.

"Transfer Delivery Failure" means the Company has failed to deliver a Warrant within any applicable Transfer Delivery Period.

"Unrestricted Conditions" has the meaning specified in Section 2(g)(ii) hereof.

"Volume Weighted Average Price" means, with respect to a share of Common Stock or any other security as of any date, the volume weighted average sale price on the principal United States exchange or market on which the Common Stock or such security is then being traded as reported by, or based upon data reported by, Bloomberg Financial Markets or an equivalent, reliable reporting service mutually acceptable to and hereafter designated by the Required Holders and the Company ("**Bloomberg**"), or, if no volume weighted average sale price is reported for such security, then the last closing trade price of such security as reported by Bloomberg, or, if no last closing trade price is reported for such security by Bloomberg, the average of the bid prices of any market makers for such security on the OTC Bulletin Board, the OTCQX Market, the OTCQB Market or Pink Open Market of OTC Markets Group (or, in each case, any successor to such market).

"Warrant" means this Warrant and any other warrants of like tenor issued in substitution or exchange for any thereof pursuant to the provisions of Section 2(e) hereof.

"Warrant Share Number" means 10,543,946, subject to adjustment as set forth herein, including reduction for each Common Share as to which this Warrant has been exercised (whether pursuant to a Cash Exercise or a Cashless Exercise) hereunder (subject to the Company's compliance with its obligations with respect to each such exercise under Section 2 hereof).

"Warrant Shares" has the meaning set forth in the preamble.

"Warrants" means, collectively, this Warrant and each other warrant issued in exchange, transfer or replacement hereof or thereof, as any of the foregoing may be amended, restated, supplemented or otherwise modified from time.

9. Amendment and Waiver. Any term, covenant, agreement or condition in this Warrant may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Company and the Required Holders, and all amendments and waivers so approved shall be binding upon holders of all warrants issued pursuant to the Credit Agreement.

10. Governing Law; Jurisdiction; Specific Performance. This Warrant and all matters concerning the construction, validity, enforcement and interpretation hereof or otherwise relating hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. All Actions arising out of or relating to this Warrant shall be heard and determined in the courts of the State of New York or the courts of the United States located in the Borough of

Manhattan, New York City, New York, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action. The consents to jurisdiction and venue set forth in this Section 10 shall not constitute general consents to service of process in the State of New York and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. Each party hereto agrees that service of process upon such party in any Action arising out of or relating to this Warrant shall be effective if notice is given by overnight courier at the address set forth in Section 11 of this Warrant. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, a final trial court judgment. The parties hereto agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Warrant in accordance with its specified terms or otherwise breach such provisions. Accordingly, the parties acknowledge and agree that the parties shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Warrant and to enforce specifically the terms and provisions hereof in the courts without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Warrant or the Exchange Agreement, and this right of specific enforcement is an integral part of the terms of this Warrant. The parties agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, and agree not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties acknowledge and agree that any party shall not be required to provide any bond or other security in connection with its pursuit of an injunction or injunctions to prevent breaches of this Warrant and to enforce specifically the terms and provisions hereof. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant, the Exchange Agreement at law or in equity (including a decree of specific performance and/or other injunctive relief).

11.Notices. All notices, requests, claims, demands and other communications under this Warrant shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following respective addresses (or at such other address for a party hereto as shall be specified in a notice given in accordance with this Section 11):

(a) If to the Holder:

c/o Deerfield Management Company, L.P.
345 Park Avenue South, 12th Floor
New York, NY 10010

Attn: Legal Department
E-mail: legalnotice@deerfield.com

With a copy to (which copy alone shall not constitute notice):

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661
Attn: Mark D. Wood and Jonathan D. Weiner
Email: mark.wood@katten.com, jonathan.weiner@katten.com

or at such other address or contact information delivered by the Holder to the Company in writing.

(b) If to the Company:

Sientra, Inc.
420 South Fairview Avenue, Suite 200
Santa Barbara, CA 93117
Email: oliver.bennett@sientra.com
Attn: Oliver Bennett, Esq.

with a copy to (which copy alone shall not constitute notice):

DLA Piper LLP (US)
4365 Executive Dr., Suite 1100
San Diego, CA 92121
Email: michael.kagnoff@dlapiper.com
Attn: Michael Kagnoff, Esq.

In connection with any exercise or assignment of this Warrant, no ink-original Exercise Form or Assignment Form, as applicable, shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Exercise Form or Assignment Form be required.

12. Successors and Assigns. This Warrant and the rights evidenced hereby shall inure to the benefit of and be binding upon the Company and the Holder and their respective successors and permitted assigns (subject to Section 2(f) with respect to the Holder); provided that the Company shall not assign its obligations under this Warrant.

13. Modification and Severability. The provisions of this Warrant will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of this Warrant, or the application thereof to any Person or circumstance, is invalid or unenforceable, (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Warrant and the

application of such provision to other Persons, entities or circumstances will not be affected by such invalidity or unenforceability.

14. Material Nonpublic Information. Upon receipt or delivery by the Company of any notice pursuant to this Warrant, including, as applicable, any Default Notice in accordance with the terms of this Warrant, unless the Company has in good faith determined that the matters relating to such notice do not constitute material nonpublic information relating to the Company or its subsidiaries, if requested by Holder, the Company shall within one (1) Trading Day after any such receipt or delivery, publicly disclose such material nonpublic information in a report on Form 8-K or otherwise in a filing with the SEC. Without derogating from the immediately previous sentence, in the event that the Company believes that any notice delivered to the Holder contains material nonpublic information relating to the Company, the Company shall so indicate to the Holder prior to the delivery of such notice, and such indication shall provide the Holder the means to refuse to receive such notice; and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material nonpublic information relating to the Company. The provisions of this Section 14 are in addition to, and shall in no way limit, the provisions of Section 5.18 of the Facility Agreement.

15. Interpretation.

(a) When a reference is made in this Warrant to a Section, such reference shall be to a Section of this Warrant unless otherwise indicated. The headings contained in this Warrant are for reference purposes only and shall not affect in any way the meaning or interpretation of this Warrant. Whenever the words "include," "includes" or "including" are used in this Warrant, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Warrant shall refer to this Warrant as a whole and not to any particular provision of this Warrant unless the context requires otherwise. The words "date hereof" when used in this Warrant shall refer to the date of this Warrant. The terms "or," "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." The word "will" shall be construed to have the same meaning and effect as the word "shall." All terms defined in this Warrant shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Warrant are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to, and all payments hereunder shall be made in, the lawful money of the United States. References to a Person are also to its successors and permitted assigns. When calculating the period of time between

which, within which or following which any act is to be done or step taken pursuant to this Warrant, the date that is the reference date in calculating such period shall be excluded (and, unless otherwise required by law, if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day).

[*Signature pages follow*]

IN WITNESS WHEREOF, the Company has duly executed this Warrant.

Dated: October 12 2022

SIENTRA, INC.

By: _____
Name:
Title:

[*Signature Page to Pre-funded Warrant*]

EXHIBIT A

FORM OF EXERCISE NOTICE
(To be executed by the registered holder hereof)

Reference is made to the Warrant to Purchase Common Shares of Sientra, Inc. No. W-[_] (the "Warrant").

The undersigned hereby irrevocably exercises the Warrant with respect to shares of common stock, par value $0.01 per share (the "Common Stock"), of Sientra, Inc., a Delaware corporation (the "Company").

Check the applicable box:

☐ The undersigned is exercising the Warrant with respect to [_____] shares of Common Stock pursuant to a Cashless Exercise, and makes payment of the Exercise Price with respect to such shares in full, all in accordance with the conditions and provisions of the Warrant applicable to such Cashless Exercise.

☐ The undersigned is exercising the Warrant with respect to [_____] shares of Common Stock pursuant to a Cash Exercise. [IF APPLICABLE: The undersigned hereby encloses, or has delivered by wire transfer to an account designated by the Company, $____ as payment of the Exercise Price.]

1. The undersigned requests that [any stock certificates for such shares be issued free of any restrictive legend, if appropriate,]/[the shares be credited to the Holder's account with its prime broker by DWAC to the account specified below] [and, if requested by the undersigned, a warrant representing any unexercised portion hereof be issued, pursuant to the Warrant in the name of the undersigned and delivered to the undersigned at the address set forth below.]

2. Capitalized terms used but not otherwise defined in this Exercise Form shall have the meaning ascribed thereto in the Warrant.

Dated: _____

Please issue shares of Common Stock in the following name and to the following address:

Issue to (print name):

Email Address:

DTC Details (if applicable):

Address for Stock Certificates (if applicable):

EXHIBIT B

ASSIGNMENT FORM
(To be executed by the registered holder hereof)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto the within Warrant and all rights evidenced thereby and does irrevocably constitute and appoint , attorney, to transfer the said Warrant on the books of the within named corporation.

Dated: Signature _____

Address _____

PARTIAL ASSIGNMENT
(To be executed by the registered holder hereof)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto the right to purchase Common Shares issuable upon exercise of the attached Warrant, and does irrevocably constitute and appoint , attorney, to transfer that part of the said Warrant on the books of the within named corporation.

Dated: Signature _____

Address _____

Exhibit 10.1

Execution Version

AMENDED AND RESTATED FACILITY AGREEMENT

dated as of October 12, 2022

by and among

SIENTRA, INC.,
as the Borrower,

the other Loan Parties party hereto from time to time,

the Lenders

and

DEERFIELD PARTNERS, L.P.,
as agent for itself and the Lenders

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AMENDED AND RESTATED FACILITY AGREEMENT

This AMENDED AND RESTATED FACILITY AGREEMENT (this "Agreement"), dated as of October 12, 2022, is entered into by and among SIENTRA, INC., a Delaware corporation (the "Borrower"), the other Loan Parties (as defined below) party hereto from time to time, the lenders set forth on the signature page of this Agreement (together with their successors and permitted assigns, the "Lenders"), DEERFIELD PARTNERS, L.P., as agent for itself and the other Lender Parties (in such capacity, together with its successors and assigns in such capacity, "Agent," and, together with the Lenders, the Borrower and the other Loan Parties party hereto, the "Parties").

W I T N E S S E T H:

WHEREAS, the Borrower, the other Loan Parties party thereto, the Agent and the Lenders party thereto (the "Prior Lenders") are party to that certain Facility Agreement dated as of March 11, 2020 (the "Prior Closing Date") (as amended by that certain Amendment to Facility Agreement, dated as of April 24, 2020, and as further amended by that certain First Amendment to Facility Agreement, dated as of September 28, 2021, the "Prior Agreement");

WHEREAS, the Borrower, the other Loan Parties, the Agent and the Lenders desire to amend and restate in its entirety the Prior Agreement, without constituting a novation, all on the terms, and subject to the conditions contained herein;

WHEREAS, the Borrower desires to secure all of their Obligations under the Facility Documents by granting to Agent, for the benefit of the Lenders, a security interest in and lien upon substantially all of its Property constituting Collateral to secure the Obligations;

WHEREAS, the Borrower has agreed to execute and deliver (i) Disbursement Loan Convertible Notes to each of the Disbursement Loan Lenders evidencing such Disbursement Loans and (ii) Original Loan Convertible Notes to each of the Original Loan Lenders evidencing such Original Loans, in each case subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Borrower has agreed to enter into the Exchange Agreement with certain Lenders party thereto and consummate the Closing Date Equity Exchange; and

WHEREAS, each of the Loan Parties is willing to guaranty all of the Obligations (and, in the case of the Borrower, the Obligations of the other Loan Parties) and secure all of their Obligations under the Facility Documents by granting to Agent, for the benefit of the Lenders, a security interest in and lien upon substantially all of their Property constituting Collateral to secure the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 General Definitions. Wherever used in this Agreement, the Exhibits or the Schedules attached hereto, unless the context otherwise requires, the following terms have the following meanings:

"Accounting Principles" means GAAP, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.10, but subject to Section 1.5.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business, business line, unit of operation or division of a Person, (b) the acquisition of in excess of fifty percent (50%) of the equity interests of any Person or otherwise causing any Person to become a Subsidiary of a Loan Party, (c) a merger or consolidation or any other combination with another Person or (d) the acquisition (including through licensing) of any Product, Product line or Intellectual Property of or from any other Person.

"Acquisition Consideration" has the meaning set forth in the definition of "Permitted Acquisitions."

"Additional Amounts" has the meaning set forth in Section 2.4(a).

"Affiliate" means, with respect to any Person, (a) any Person that directly or indirectly controls such Person, (b) any Person which is controlled by or is under common control with such controlling Person, and (c) each of such Person's (other than, with respect to any Lender, any Lender's) officers or directors (or Persons functioning in substantially similar roles) and the spouses, parents, descendants and siblings of such officers, directors or other Persons. As used in this definition, the term "control" of a Person means the possession, directly or indirectly, of the power to vote ten percent (10%) or more of any class of voting securities of such Person or to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless expressly stated otherwise herein, no Lender shall, for the purposes of this Agreement or any of the other Facility Documents, be deemed an Affiliate of the Borrower, any other Loan Party or any of their respective Subsidiaries. With respect to a Lender, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Lender shall, for purposes hereof, be deemed to be an Affiliate of such Lender.

"Agent" has the meaning set forth in the preamble to this Agreement.

"Agreed Disclosure Process" has the meaning set forth in Section 5.18(d).

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Announcing Form 8-K" has the meaning set forth in Section 5.18(a).

"Anti-Terrorism Laws" means any Laws relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the Laws comprising or implementing the Bank Secrecy Act, and the Laws administered by OFAC.

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee, substantially in the form of Exhibit C or any other form reasonably approved by the Agent.

"Available Shares" means the number of authorized shares of Common Stock, less (i) the number of outstanding shares of Common Stock, (ii) the number of shares of Common Stock that are reserved for issuance for any purpose other than for issuance pursuant to the Convertible Notes or the Warrants, and (iii) if the Borrower shall not have consummated an Equity Financing, 80,000,000 shares of Common Stock (subject to appropriate adjustment for any Stock Event that occurs following the Closing Date), in each

case, determined immediately following the later to occur of the date and time that the Charter Amendment shall have been filed with the Secretary of State of the State of Delaware and become effective (the "Charter Effective Time"), and if the Charter Amendment provides for a reverse split of the Common Stock, the Reverse Split Effective Time (as defined below).

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.10.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as the same may be amended, modified or supplemented from time to time, and any successor statute thereto.

"Base Rate" means, for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day, and (b) the Federal Funds Rate in effect on such day plus 0.50%. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Rate shall be effective from and including the effective date of such change in the Prime Rate or the Federal Funds Rate, respectively.

"Benchmark" means, initially, Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to Term SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.10.

"Benchmark Replacement" the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date: (a) Daily Simple SOFR, or (b) the sum of (i) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment; provided that, in each case, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body, or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Date" means a date and time determined by the Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.10 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.10.

"Blocked Person" means any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, or (e) that is named a "specially designated national" or "blocked person" on the most current list published by OFAC or other similar list or is named as a "listed person" or "listed entity" on other lists made under any Anti-Terrorism Law.

"Borrower" has the meaning set forth in the preamble to this Agreement.

"Business Day" means a day on which banks are open for business in New York, New York, other than a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. § 9601 *et seq*., as the same may be amended from time to time.

"Change of Control" means (a) the occurrence of any Major Transaction, (b) any single "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or shall at any time become the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 50% or more on a fully diluted basis of the voting interests in the Borrower's Stock (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right), (c) a sale (including by way of an exclusive lease or license) of all or substantially all of the assets of the Borrower (including, for the avoidance of doubt, the sale of all or substantially all of the assets of Borrower and its Subsidiaries) or of the Borrower's Stock shall occur or be consummated, (d) any change in the composition of the board of directors of the Borrower such that the individuals who, as of the Closing Date, constituted the board of directors of the Borrower (such board of directors being hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the board of directors of the Borrower; provided, however, that any individual who becomes a member of the board of directors of the Borrower whose election, or nomination for election by the Borrower's shareholders, was approved by a vote of at least a majority of those individuals who are members of the board of directors of the Borrower and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board, or (d) the occurrence of a "change of control," however so defined in any document, agreement or instrument governing or evidencing any Debt with a principal amount in excess of $5,000,000 or, in each case, any term of similar effect.

"Closing Date" means the date of this Agreement.

"Closing Date Equity Exchange" means the exchange of Prior Loans made under the Prior Agreement in an aggregate principal amount of $10,000,000 for shares of Common Stock on the Closing Date pursuant to the Exchange Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

"Collateral" means all Property and interests in Property and proceeds thereof now owned or hereafter acquired by any Loan Party, and any other Person who has granted a Lien to Agent, in or upon which a Lien is granted, purported to be granted, or now or hereafter exists in favor of any Lender or Agent for the benefit of Agent and the Lenders, whether under this Agreement or under any other Collateral Document.

"Collateral Documents" means the Security Agreement, each Control Agreement, each Perfection Certificate, any subordination or intercreditor agreement entered into by any Secured Party with respect to any Debt or other obligations permitted under the Facility Documents, any mortgage delivered in connection with this Agreement and any other instruments or documents delivered by any Loan Party, any of its respective Subsidiaries or any other Person pledging or granting a lien on Collateral or guaranteeing the payment and performance of the Obligations pursuant to this Agreement or any of the other Facility Documents in order to grant to Agent, on behalf of the Secured Parties, a Lien on any real, personal or mixed property of such Loan Party as security for the Obligations, as any of the foregoing may be amended, restated, supplemented or otherwise modified from time to time.

"Common Stock" means the common stock of the Borrower.

"Company Share Major Transaction" has the meaning set forth in the Convertible Notes.

"Competitor" means, at any time of determination, any Person engaged in the same or substantially the same line of business as the Borrower and the other Loan Parties and such business accounts for all or substantially all the revenue or net income of such Person at the time of such determination.

"Compliance Certificate" means a certificate, duly authorized by an Responsible Officer of the Borrower, substantially in the form of Exhibit F hereto.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, and other technical, administrative or operational matters) that the Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Contingent Obligation" means, with respect to any Person, any direct or indirect liability of such Person: (a) with respect to any Debt of another Person (a "Third Party Obligation") if the purpose or intent

of such Person incurring such liability, or the effect thereof, is to provide assurance to the obligee of such Third Party Obligation that such Third Party Obligation will be paid or discharged, or that any agreement relating thereto will be complied with, or that any holder of such Third Party Obligation will be protected, in whole or in part, against loss with respect thereto; (b) with respect to any undrawn portion of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for the reimbursement of any drawing; (c) if applicable, under any Swap Contract, to the extent not yet due and payable; (d) to make take-or-pay or similar payments if required regardless of nonperformance by any other party or parties to an agreement; or (e) for any obligations of another Person pursuant to any Guarantee or pursuant to any agreement to purchase, repurchase or otherwise acquire any obligation or any property constituting security therefor, to provide funds for the payment or discharge of such obligation or to preserve the solvency, financial condition or level of income of another Person. The amount of any Contingent Obligation shall be equal to the amount of the obligation so Guaranteed or otherwise supported or, if not a fixed and determinable amount, the maximum amount so Guaranteed or otherwise supported.

"Control Agreement" means, with respect to any deposit account, securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance reasonably satisfactory to the Required Lenders, among Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party maintaining such account or owning such entitlement or contract, effective to grant "control" (within the meaning of Articles 8 and 9 under the applicable UCC) over such account to Agent (for the benefit of the Secured Parties).

"Controlled Group" means all members of a group of corporations and all members of a group of trades or businesses (whether or not incorporated) under common control which, together with any Loan Party, are treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA and, solely for purposes of Section 412 and 436 of the Code, Section 414(m) or (o) of the Code.

"Conversion" means any conversion of any of the Convertible Notes into Conversion Shares in accordance with the terms thereof.

"Conversion Shares" has the meaning set forth in Section 3.27(a).

"Convertible Notes" means the Original Loan Convertible Notes and the Disbursement Loan Convertible Notes, each being a "Convertible Note".

"Convertible Securities" means any securities (other than Options) directly or indirectly convertible into or exchangeable or exercisable for shares of Common Stock.

"Covered Person" has the meaning set forth in Section 3.29(d).

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to the greater of (a) SOFR for the day (such day, a "SOFR Determination Day") that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day, or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's website, and (b) the Floor. If by 5:00 p.m. (New York City time) on the second (2nd) Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator's website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of

calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"DEA" means the Drug Enforcement Administration of the United States of America, any comparable state or local Governmental Authority, any comparable Governmental Authority in any non-United States jurisdiction, and any successor agency of any of the foregoing.

"Debt" of a Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising and paid on a timely basis and in the Ordinary Course of Business, (d) all capital leases of such Person, (e) all non-contingent obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit, banker's acceptance or similar instrument, (f) Disqualified Stock, (g) all obligations secured by a Lien on any asset of such Person, whether or not such obligation is otherwise an obligation of such Person, (h) "earnouts", purchase price adjustments, profit sharing arrangements (other than those entered into in the Ordinary Course of Business), deferred purchase money amounts and similar payment obligations or continuing obligations of any nature of such Person arising out of purchase and sale contracts, and (i) all Debt of others Guaranteed by such Person. Without duplication of any of the foregoing, Debt of Loan Parties shall include any and all Loans.

"Debtor Relief Laws" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Deposit Account" means a "deposit account" (as defined in Article 9 of the UCC), an investment account, or other account in which funds are held or invested for credit to or for the benefit of any Loan Party.

"Disbursement Loan Convertible Notes" means the Disbursement Loan Convertible Notes issued to the Disbursement Loan Lenders evidencing the Disbursement Loans, each in substantially the form attached hereto as Exhibit A-2.

"Disbursement Loan Lenders" means the Lenders making the Disbursement Loans, each being a "Disbursement Loan Lender."

"Disbursement Loan Maturity Date" means October 12, 2027.

"Disbursement Loans" has the meaning set forth in Section 2.1(a).

"Disposition" mean (a) the sale, lease, conveyance or other disposition (including abandonment) of any assets or property (including any sale and leaseback and any transfer or conveyance of any assets or property pursuant to a Division/Series Transaction), (b) the sale or transfer by any Loan Party or any Subsidiary of any Loan Party of any Stock issued to it by any Subsidiary of any Loan Party, and (c) the issuance of any Stock by any Loan Party (other than the Borrower) or any Subsidiary of any Loan Party. "Dispose" has a correlative meaning.

"Disqualification Event" has the meaning set forth in Section 3.29(d).

"Disqualified Stock" means, with respect to any Person, any equity interest in such Person that, by its terms (or by the terms of any security or other equity interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, less than 91 days after the Facility Termination Date (a) matures or is mandatorily redeemable (other than solely for Permitted Debt or other equity interests in such Person or of Sientra that do not constitute Disqualified Stock and cash in lieu of fractional shares of such equity interests), pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part (other than solely for Permitted Debt or other equity interests in such Person or of Sientra that do not constitute Disqualified Stock and cash in lieu of fractional shares of such equity interests), (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is or becomes convertible into or exchangeable for Debt or any other equity interests that would constitute Disqualified Stock.

"Distribution" means as to any Person (a) any dividend or other distribution (whether in cash, securities or other property) on any equity interest in such Person (except those payable solely in its equity interests of the same class), (b) any payment by such Person on account of (i) the purchase, redemption, retirement, defeasance, surrender, cancellation, termination or acquisition of any equity interests in such Person or any claim respecting the purchase or sale of any equity interest in such Person, or (ii) any option, warrant or other right to acquire any equity interests in such Person, or (c) any management fees, salaries or other fees or compensation to any Person holding a material equity interest in a Loan Party or a Subsidiary of a Loan Party (other than reasonable and customary (i) payments of salaries to individuals, (ii) directors fees, and (iii) advances and reimbursements to employees or directors, all in the Ordinary Course of Business), an Affiliate of a Loan Party or an Affiliate of any Subsidiary of a Loan Party.

"Division/Series Transaction" means, with respect to the Loan Parties and their Subsidiaries, that any such Person (a) divides into two or more Persons (whether or not the original Loan Party or Subsidiary thereof survives such division) or (b) creates, or reorganizes into, one or more series, in each case as contemplated under the laws of any jurisdiction.

"Dollars" and the "$" sign mean the lawful currency of the United States of America.

"Drug Application" means a new drug application, an abbreviated drug application, or a product license application for any Product, as appropriate, as those terms are defined in the FDCA.

"DTC" has the meaning set forth in Section 3.28(g).

"EDGAR" has the meaning set forth in Section 3.25.

"Eligible Market" means the NASDAQ Global Market, the NASDAQ Global Select Market, the New York Stock Exchange, the NYSE American, or the Nasdaq Capital Market.

"Environmental Laws" means any and all Laws pertaining to the environment, natural resources, pollution, Hazardous Materials, or, to the extent relating to exposure to substances that are harmful or detrimental to the environment, employee health or safety, including any environmental clean-up Laws which pertain to or impose liability or standards of conduct concerning medical waste or medical products, equipment or supplies.

"ERISA" means the Employee Retirement Income Security Act of 1974, as the same may be amended, modified or supplemented from time to time, and any successor statute thereto, and any and all rules or regulations promulgated from time to time thereunder.

"ERISA Plan" means any "employee benefit plan", as such term is defined in Section 3(3) of ERISA (other than a Multiemployer Plan), which any Loan Party maintains, sponsors or contributes to, or, in the case of an employee benefit plan which is subject to Section 412 of the Code or Title IV of ERISA, to which any Loan Party or any member of the Controlled Group may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five (5) years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Erroneous Payment" has the meaning assigned to it in Section 8.27(a).

"Erroneous Payment Notice" has the meaning assigned to it in Section 8.27(a).

"Event of Default" has the meaning set forth in Section 7.1.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

"Exchange Agreement" means that certain Exchange Agreement, dated as of the Closing Date, by and between the Borrower and Deerfield Partners, L.P.

"Exercise Price" has the meaning provided therefor in the Warrant.

"Existing Credit Agreements" means (i) the Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of July 1, 2019, among the Borrower, the other borrowers party thereto, MidCap Funding IV Trust, as lender and agent, and the other lenders party thereto, and (ii) the Amended and Restated Credit and Security Agreement (Term Loan), dated as of July 1, 2019, among the Borrower, the other borrowers party thereto, MidCap Financial Trust, as lender and agent, and the other lenders party thereto, in each case, as in effect on the date hereof.

"Exit Fee" has the meaning set forth in Section 2.2(c).

"Excluded Taxes" means with respect to any Lender, (a) Taxes imposed on (or measured by) such Lender's net income (however denominated), franchise Taxes and branch profits Taxes, in each case (i) imposed as a result of such Lender being organized under the laws of, or having its principal office or applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) that are Other Connection Taxes, (b) any United States federal withholding Tax imposed on amounts payable to or for the account of such Lender with respect to its interest in a Loan under the laws in effect at the time such Lender becomes a party to this Agreement or such Lender changes its lending office, except to the extent such Lender acquired its interest in the Loan from a transferor that was entitled, immediately before such transfer, to receive Additional Amounts with respect to such withholding Tax pursuant to Section 2.4(a) or was itself so entitled immediately before changing its lending office, (c) any United States federal withholding Tax imposed on amounts payable to such Lender directly as a result of such Lender's failure to comply with Section 2.4(d), or (d) any United States federal withholding Tax imposed on amounts payable to such Lender under FATCA.

"Facility Documents" means this Agreement, the Convertible Notes, the Registration Rights Agreement, the Solvency Certificate, any other solvency certificate, each Compliance Certificate, the Exchange Agreement, any written notices from the Borrower with respect to request of Disbursements under Section 2.1, the Warrants, any landlord agreements, any warehouse agreement, any bailee waivers, any collateral access agreement, any amendments to the foregoing, and all other documents, agreements

and instruments delivered in connection with any of the foregoing, in each case, as amended, restated, supplemented or otherwise modified from time to time.

"Facility Termination Date" has the meaning set forth in Section 2.2(a).

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any applicable intergovernmental agreements entered into with respect to the foregoing.

"FDA" means the Food and Drug Administration of the United States of America, any comparable state or local Governmental Authority, any comparable Governmental Authority in any non-United States jurisdiction, and any successor agency of any of the foregoing.

"FDCA" means the Federal Food, Drug and Cosmetic Act, as amended, 21 U.S.C. Section 301 et seq., and all regulations promulgated thereunder.

"Federal Funds Rate" means, for any day, the greater of (a) the rate calculated by the Federal Reserve Bank of New York based on such day's Federal funds transactions by depositary institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b) 0%.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System or any entity succeeding to any of its principal functions.

"Final Payment" means such amount of cash and Warrants as may be necessary to repay the outstanding principal amount of the Loans and any other amounts (including the Obligations) owing by the Borrower and the other Loan Parties to the Secured Parties pursuant to the Facility Documents.

"Floor" means a rate of interest equal to 2.00%.

"Forced Conversion Optional Redemption" has the meaning set forth in the Disbursement Loan Convertible Notes.

"Foreign Lender" has the meaning set forth in Section 2.4(d).

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the United States accounting profession), which are applicable to the circumstances as of the date of determination.

"Good Manufacturing Practices" means current good manufacturing practices, as set forth in 21 C.F.R. Parts 210 and 211.

"Governmental Authority" means any federal, state, foreign or international government, regulatory or administrative agency, any state or other political subdivision thereof having jurisdiction over any Loan Party or any Subsidiary of any Loan Party, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative

functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing. For the avoidance of doubt, Governmental Authority shall include the SEC, the Principal Market, the Financial Industry Regulatory Authority, any agency, branch or other governmental body, entity or panel charged with the responsibility and/or vested with the authority to administer and/or enforce any Health Care Laws, including any Medicare or Medicaid administrators, contractors, intermediaries or carriers and any agency, branch or other governmental body, entity or panel charged with the responsibility and/or vested with the authority to administer and/or enforce laws governing insurance, including the National Association of Insurance Commissioners and any board of insurance, insurance department or insurance commissioner.

"Guarantee" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise), or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), *provided*, *however*, that the term Guarantee shall not include endorsements for collection or deposit in the Ordinary Course of Business. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantor" means any Loan Party that has executed or delivered, or shall in the future execute or deliver, any Guarantee of any portion of the Obligations.

"Hazardous Materials" means (a) any "hazardous substance" as defined in CERCLA, (b) any "hazardous waste" as defined by the Resource Conservation and Recovery Act , (c) asbestos, (d) polychlorinated biphenyls, (e) petroleum and its derivatives, by-products and other hydrocarbons, and (f) any other pollutant, toxic, radioactive, caustic or otherwise hazardous substance regulated under Environmental Laws.

"Health Care Laws" means all applicable Laws relating to the provision and/or administration of, and/or payment for, health care services, items and supplies including, without limitation, including without limitation applicable Laws related to: (a) fraud and abuse, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), the Eliminating Kickbacks in Recovery Act of 2018 (18 U.S.C. § 220), the Stark Law (42 U.S.C. §1395nn), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Act 18 U.S.C. § 287, the False Statements Relating to Health Care Matters Act (18 U.S.C. § 1035), the Health Care Fraud Act (18 U.S.C. § 1347), the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58), the Laws regarding Exclusion and Civil Monetary Penalties (42 U.S.C. §§ 1320a-7, 1320a-7a and 1320a-7b), the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173), and any state, commonwealth or local laws similar to any of the foregoing; (b) the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152); (c) Medicare, Medicaid, CHAMPVA, TRICARE, the State Children's Health Insurance Program (Title XXI of the Social Security Act), and any other Third Party Payor Programs; (d) the licensure, permitting, registration or regulation of healthcare providers, suppliers, professionals, facilities or payors; (e) patient health care; (f) quality, safety certification and accreditation standards and requirements; (g) billing, coding or the submission or payment of claims or collection of accounts receivable or refund of overpayments; (h) HIPAA; (i) the practice of medicine and other health care professions or the organization of medical or professional entities; (j) state kickback, fee-splitting, false claims, or self-referral prohibitions; (k) the Federal Controlled Substances Act (21 U.S.C. 801 § et. seq., and all rules and regulations of the United States Drug Enforcement Administration), the federal Food Drug and Cosmetic Act (21 U.S.C. §§ 301 et

seq.), including current Good Manufacturing Practices, and similar standards of the United States Food and Drug Administration, and any related state laws and regulations; (l) the Clinical Laboratory Improvement Amendments and the regulations promulgated thereunder and similar state laws; (m) the provision of free or discounted care or services; (n) laws and regulations regulating the generation, transportation, treatment, storage, disposal and other handling of medical or radioactive waste, and (o) any and all other applicable health care laws, regulations, and manual provisions, policies and administrative guidance, each of clauses (a) through (o) as may be amended, modified or supplemented from time to time and any successor statutes thereto and regulations promulgated thereunder from time to time.

"HIPAA" means the (a) Health Insurance Portability and Accountability Act of 1996; (b) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); and (c) any federal, state and local laws regulating the privacy and/or security of individually identifiable health information, including, without limitation, state laws providing for notification of breach of privacy or security of individually identifiable health information, in each case with respect to the applicable Laws described in clauses (a), (b) and (c) of this definition, as the same may be amended, modified or supplemented from time to time, any successor statutes thereto, any and all rules or regulations promulgated from time to time thereunder.

"Indemnified Person" has the meaning set forth in Section 8.10(a).

"Indemnified Taxes" means (a) any Taxes imposed on or with respect to any payments made by or on account of any obligation of any Loan Party under any Facility Document, other than Excluded Taxes, and (b) to the extent not otherwise described in clause (a) above in this definition, Other Taxes.

"Indemnity" has the meaning set forth in Section 8.10(a).

"Intellectual Property" means all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, patent applications, trademarks, trade names, service marks, mask works, rights of use of any name, domain names, or any other similar rights, any applications therefor, whether registered or not, know-how, operating manuals, trade secret rights, clinical and non-clinical data, rights to unpatented inventions, and any like protections, including improvements, divisions, continuations, renewals, reissues, reversions, reexaminations, extensions, and continuations-in-part of the same, any and all income royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law, including any claims for damage by way of any past, present, or future infringement, misappropriation, dilution, violation or other impairment of any of the foregoing.

"Interest Payment Date" has the meaning set forth in Section 2.6.

"Interest Period" means: (a) initially, the period beginning on (and including) the date on which any Disbursement Loan is made (or Obligation is created, as applicable) hereunder pursuant to Section 2.1 and ending on (but not including) the last Business Day of December 2022; and (b) thereafter, the period beginning on (and including) the last Business Day of the immediately preceding Interest Period and ending on the earlier of (i) (but not including) the last Business Day of the calendar month that is three (3) months thereafter, and (ii) (and including) the Maturity Date.

"Interest Rate" means, as the context requires, the Original Loan Interest Rate or the SOFR Interest Rate.

"Investment" means, with respect to any Person, directly or indirectly, (a) to purchase or acquire any stock or stock equivalents, or any obligations or other securities of, or any interest in, any Person, including the establishment or creation of a Subsidiary, (b) to make or commit to make any Acquisition (including through licensing) or (c) make or purchase any advance, loan, extension of credit or capital contribution to, or any other investment in, any Person. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto.

"IRS" means the United States Internal Revenue Service.

"Laws" means any and all federal, state, provincial, territorial, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, codes, injunctions, permits, governmental agreements and governmental restrictions, whether now or hereafter in effect, which are applicable to any Loan Party in any particular circumstance. "Laws" includes, without limitation, Health Care Laws and Environmental Laws.

"Lender Parties" means Agent, the Lenders, holders of other Obligations, holders of Convertible Notes and all Indemnified Persons, each being a "Lender Party".

"Lenders" has the meaning set forth in the preamble to this Agreement.

"Liabilities" means all claims, actions, suits, judgments, damages, losses, liabilities, obligations, responsibilities, fines, penalties, sanctions, costs, fees, Taxes, commissions, charges, disbursements and expenses (including those incurred upon any appeal or in connection with the preparation for and/or response to any subpoena or request for document production relating thereto), in each case of any kind or nature (including interest accrued thereon or as a result thereof and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, and whether direct, indirect, contingent, consequential, actual, punitive, treble or otherwise.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, in respect of such asset. For the purposes of this Agreement and the other Facility Documents, any Loan Party or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

"Loans" means, collectively, the Original Loans, the Disbursement Loans and any loan or other credit extension made available or provided from time to time by any of the Lenders to the Borrower pursuant to this Agreement or any other Facility Document or, as the context may require, the principal amount thereof from time to time outstanding and shall include any funded Disbursement Loans.

"Loan Parties" means the collective reference to the Borrower and all of the Guarantors.

"Loss" has the meaning set forth in Section 8.10(a).

"Major Transaction" has the meaning set forth in the Convertible Notes.

"Major Transaction Conversion" has the meaning set forth in the Convertible Notes.

"Major Transaction Payment" has the meaning set forth in Section 5.19.

"Make Whole Amount" means, on any date such amount is required to be paid in accordance with Section 2.2(b), an amount in cash equal to, all required interest payments, fees, charges and premiums due on the Loans that are prepaid, paid, redeemed or repaid from the date of prepayment, payment, redemption or repayment as applicable) through and including the Maturity Date applicable to such Loans (assuming that the interest rate applicable to all such interest is the applicable Interest Rate for such Loans), and for the avoidance of doubt, without any discount rate applying thereto (but assuming a 360-day year and actual days elapsed).

"Material Adverse Effect" means with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, binding arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a) the condition (financial or otherwise), operations, business or properties of any of the Loan Parties, (b) the rights and remedies of Agent or Lenders under any Facility Document, or the ability of any Loan Party to perform any of its obligations under any Facility Document to which it is a party, (c) the legality, validity or enforceability of any Facility Document, or (d) a material impairment of the prospect of repayment of any portion of the Obligations.

"Material Contracts" means (a) the Facility Documents, (b) the agreements listed on Schedule 3.17, (c) each contract or agreement that is disclosed (or is required to be disclosed) publicly as a material definitive agreement by the Loan Parties, (d) the Project Destiny Acquisition Agreement, (e) the Project Destiny Transition Services Agreement, (f) the Project Destiny Lease, (g) the Project Hurricane Acquisition Agreement and (h) each other agreement or contract to which such Loan Party or its Subsidiaries is a party the termination of which could reasonably be expected to result in a Material Adverse Effect.

"Material Intangible Assets" means all of (a) Loan Parties' Intellectual Property and (b) license or sublicense agreements or other agreements with respect to rights in Intellectual Property, in each case that are material to the condition (financial or other), business or operations of Loan Parties.

"Maturity Date" means the Disbursement Loan Maturity Date and/or the Original Loan Maturity Date, as applicable.

"Monthly Cash Burn Amount" means, with respect to Loan Parties, an amount equal to (a) the Loan Parties' change in cash and cash equivalents, without giving effect to any increase resulting from contributions or proceeds of financings, for the immediately succeeding twelve (12) month period following the consummation of the Permitted Acquisition based upon the Transaction Projections, *divided* by (b) twelve (12).

"Multiemployer Plan" means a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA to which any Loan Party or any other member of the Controlled Group (or any Person who in the last five years was a member of the Controlled Group) is making or accruing an obligation to make contributions or has within the preceding five plan years (as determined on the applicable date of determination) made contributions.

"Necessary Disclosure" has the meaning set forth in Section 5.18(d).

"Obligations" means all Loans (including the Original Loans and the Disbursement Loans), any Make Whole Amount, Exit Fee, interest, fees, expenses, costs, liabilities, indebtedness and other obligations (monetary (including post-petition interest, costs, fees, expenses and other amounts, whether allowed or not) or otherwise) of (or owed by) the Borrower and the other Loan Parties under or in connection with the Facility Documents, in each case howsoever created, arising or evidenced, whether direct or indirect

(including those acquired by assignment), absolute or contingent, now or hereafter existing, or due or to become due.

"OFAC" means the U.S. Department of Treasury Office of Foreign Assets Control.

"Optional Redemption" has the meaning set forth in the Convertible Notes.

"Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

"Ordinary Course of Business" means, in respect of any transaction involving any Loan Party, the ordinary course of business of such Loan Party, as conducted by such Loan Party in accordance with past practices.

"Organizational Documents" means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Person (such as by-laws, a partnership agreement or an operating agreement, joint venture agreement, limited liability company agreement or members agreement), including any and all shareholder agreements or voting agreements relating to the capital stock or other equity interests of such Person.

"Original Loan Convertible Notes" means the Original Loan Convertible Notes issued to the Original Loan Lenders evidencing the Original Loans, each as shall be amended and restated on the Closing Date to be in substantially the form attached hereto as Exhibit A-1.

"Original Loan Interest Rate" means 4.00% *per annum*.

"Original Loan Lenders" means the Lenders making the Original Loans, each being an "Original Loan Lender".

"Original Loan Maturity Date" means March 11, 2026.

"Original Loans" has the meaning set forth in Section 2.1(a).

"Other Connection Taxes" means with respect to any Lender, Taxes imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Taxes (except a connection arising solely from such Lender having executed, delivered, become a party to, performed its obligations or received a payment under, received or perfected a security interest under, engaged in any transaction pursuant to or enforced any Facility Document or Warrant, or sold or assigned an interest in any Facility Document or Warrant).

"Other Taxes" means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or from the execution, issuance, delivery, registration, enforcement or transfer of, or otherwise with respect to, any Facility Document, Warrant or Warrant Shares.

"Parties" has the meaning set forth in the preamble to this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation and any Person succeeding to any or all of its functions under ERISA.

"Pension Plan" means any ERISA Plan that is subject to Section 412 of the Code or Title IV of ERISA.

"Perfection Certificate" means a certificate in substantially the form of Exhibit B.

"Permit" means all licenses, certificates, accreditations, product clearances or approvals, provider numbers or provider authorizations, supplier numbers, marketing authorizations, drug or device authorizations and approvals, other authorizations, franchises, qualifications, accreditations, registrations, permits, consents and approvals of a Loan Party issued or required under Laws applicable to the business of Borrower or any of its Subsidiaries or necessary in the manufacturing, importing, exporting, possession, ownership, warehousing, marketing, promoting, sale, labeling, furnishing, distribution or delivery of goods or services under Laws applicable to the business of Borrower or any of its Subsidiaries. Without limiting the generality of the foregoing, "Permit" includes any Regulatory Required Permit.

"Permitted Acquisition" means any Acquisition by a Loan Party, in each case, to the extent that each of the following conditions shall have been satisfied:

(a) the Borrower shall have delivered to Agent at least ten (10) Business Days (or such shorter period as may be agreed by Agent) prior to the closing of the proposed Acquisition: (i) a description of the proposed Acquisition; (ii) to the extent available in the case of an Acquisition for cash consideration in excess of $1,000,000, a due diligence package (including, to the extent available, a quality of earnings report); and (iii) copies of the respective agreements, documents or instruments pursuant to which such Acquisition is to be consummated (or substantially final drafts thereof), any schedules to such agreements, documents or instruments and all other material ancillary agreements, instruments and documents to be executed or delivered in connection therewith, and, to the extent required to be completed prior to the closing of such Acquisition under the related acquisition agreement and reasonably requested by Agent, all material regulatory and third party approvals and copies of any environmental assessments, if applicable;

(b) the Loan Parties (including any new Subsidiary to the extent required by Section 5.13) shall execute and deliver the agreements, instruments and other documents to the extent required by Section 5.13 hereof;

(c) at the time of such Acquisition and after giving effect thereto, no Event of Default has occurred and is continuing;

(d) all transactions in connection with such Acquisition shall be consummated in all material respects in accordance with applicable Laws;

(e) the assets acquired in such Acquisition are for use in the same, similar, related or complementary lines of business as the Loan Parties are currently engaged or a similar, related or complementary line of business reasonably related, ancillary or supplemental thereto or incidental thereto or reasonably expansive thereof;

(f) if required, such Acquisition shall have been approved by the board of directors (or other similar body) and/or the stockholders or other equity holders of any Person being acquired in such Acquisition;

(g) no Debt or Liens are assumed or created (other than Permitted Liens and Permitted Debt) in connection with such Acquisition;

(h) [reserved];

(i) the sum of all cash amounts (including cash equivalents) paid or payable in connection with all Permitted Acquisitions (including all Debt, liabilities and Contingent Obligations (in each case to the extent otherwise permitted hereunder) incurred or assumed and the maximum amount of any earn-out or comparable payment obligation in connection therewith, regardless of when due or payable and whether or not reflected on a consolidated balance sheet of Loan Parties) shall not exceed $7,000,000 in the aggregate during the term of this Agreement (such consideration, the "Acquisition Consideration"); and

(j) Agent has received, prior to the consummation of such Acquisition, updated financial projections, in form and substance reasonably satisfactory to Agent, for the immediately succeeding twelve (12) months following the proposed consummation of the Acquisition beginning with the month during which the Acquisition is to be consummated (the "Transaction Projections") and such other evidence as Agent may reasonably request demonstrating that Loan Parties have, immediately before and immediately after giving effect to the consummation of such Acquisition, unrestricted cash in one or more Deposit Accounts in an aggregate amount equal to or greater than the positive value of the product of (x) twelve (12) *multiplied by* (y) the Monthly Cash Burn Amount, as determined as of the last day of the month immediately preceding such Acquisition.

"Permitted Contest" means, with respect to any tax obligation or other obligation allegedly or potentially owing from any Loan Party or its Subsidiary to any governmental tax authority or other third party, a contest maintained in good faith by appropriate proceedings promptly instituted and diligently conducted and with respect to which such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made on the books and records and financial statements of the applicable Loan Party(ies); *provided*, *however*, that (a) compliance with the obligation that is the subject of such contest is effectively stayed during such challenge; and (b) upon a final determination of such contest, Borrower and its Subsidiaries shall promptly comply with the requirements thereof.

"Permitted Contingent Obligations" means

(a) Contingent Obligations arising in respect of the Debt under the Facility Documents;

(b) Contingent Obligations resulting from endorsements for collection or deposit in the Ordinary Course of Business;

(c) Contingent Obligations outstanding on the date of this Agreement and set forth on Schedule 6.1 (but not including any refinancings, extensions, increases or amendments to the indebtedness underlying such Contingent Obligations other than extensions of the maturity thereof without any other change in terms);

(d) **[**reserved];

(e) Contingent Obligations incurred in the Ordinary Course of Business with respect to surety and appeal bonds, performance bonds and other similar obligations not to exceed $1,000,000 in the aggregate at any time outstanding;

(f) Contingent Obligations arising under indemnity agreements with title insurers to cause such title insurers to issue to Agent mortgagee title insurance policies;

(g) Contingent Obligations arising with respect to customary indemnification obligations in favor of purchasers in connection with dispositions of personal property assets permitted under Section 6.6;

(h) so long as there exists no Event of Default both immediately before and immediately after giving effect to any such transaction, Contingent Obligations existing or arising under any Swap Contract, *provided, however*, that such obligations are (or were) entered into by Borrower or an Affiliate in the Ordinary Course of Business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person and not for purposes of speculation;

(i) Contingent Obligations arising with respect to customary indemnification obligations, adjustment of purchase price, non-compete or similar obligations of any Loan Party, to the extent such Contingent Obligations arise in connection with a Permitted Acquisition; and

(j) other Contingent Obligations not permitted by clauses (a) through (j) above, not to exceed $500,000 in the aggregate at any time outstanding.

"Permitted Debt" means:

(a) each Loan Party's and its Subsidiaries' Debt to Agent and each Lender under this Agreement and the other Facility Documents;

(b) Debt incurred as a result of endorsing negotiable instruments received in the Ordinary Course of Business;

(c) purchase money Debt not to exceed $1,000,000 in the aggregate at any time (whether in the form of a loan or a lease) used solely to acquire equipment used in the Ordinary Course of Business and secured only by such equipment;

(d) Debt existing on the date of this Agreement and described on Schedule 6.1 (but not including any refinancings, extensions, increases or amendments to such Debt other than extensions of the maturity thereof without any other change in terms);

(e) unsecured Debt incurred in respect of corporate credit cards or credit card processing services or other bank product obligations, in each case, incurred in the Ordinary Course of Business in an aggregate amount not to exceed $1,000,000 outstanding at any time;

(f) so long as there exists no Event of Default both immediately before and immediately after giving effect to any such transaction, Debt existing or arising under any Swap Contract,

provided, however, that such obligations are (or were) entered into by Borrower or an Affiliate in the Ordinary Course of Business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person and not for purposes of speculation;

(g) Debt in the form of insurance premiums financed through the applicable insurance company so long as the amount of such Debt is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the policy year in which such Debt is incurred and such Debt is outstanding only during such policy year;

(h) trade accounts payable arising and paid on a timely basis and in the Ordinary Course of Business;

(i) [Reserved];

(j) Debt consisting of unsecured intercompany loans and advances incurred by any Loan Party owing to any other Loan Party;

(k) Debt not to exceed $1,000,000 in the aggregate at any time with respect to letters of credit issued to support any real property lease; *provided* that such letters of credit are secured solely by Liens permitted pursuant to clause (o) of the definition of Permitted Liens;

(l) unsecured earn-out obligations and other similar contingent purchase price obligations incurred in connection with a Permitted Acquisition, in an amount not to exceed the cap set forth in clause (i) of the definition of Permitted Acquisitions after taking into account all other Acquisition Consideration paid or payable by Loan Parties during the term of this Agreement;

(m) [Reserved];

(n) Subordinated Debt;

(o) the Project Destiny Deferred Consideration in an aggregate amount not to exceed $3,000,000; and

(p) the Project Hurricane Deferred Consideration in an aggregate amount not to exceed $11,500,000.

"Permitted Distributions" means the following Distributions:

(a) dividends by any Subsidiary of any of any Loan Party to such applicable parent Loan Party;

(b) dividends payable solely in common stock and de minimis cash payable in lieu of nominal fractional shares;

(c) repurchases of stock of former or current employees, directors, officers or consultants pursuant to stock purchase agreements or rights of first refusal so long as an Event of Default does not exist at the time of such repurchase and would not exist after giving effect to such repurchase, *provided, however,* that such repurchase does not exceed $500,000 in the aggregate per fiscal year;

(d) the honoring of any conversion requests in respect of any convertible securities of Borrower (other than Disqualified Stock) permitted under Section 6.1 into equity interests of Sientra pursuant to the terms of such convertible securities or otherwise in exchange therefor; *provided* that no cash payments are made in connection therewith except for de minimis cash payable in lieu of fractional shares;

(e) the issuance of its equity interests (other than Disqualified Stock) upon the exercise of warrants or options to purchase equity interests of Sientra; *provided* that no cash payments are made in connection therewith except for de minimis cash payable in lieu of fractional shares;

(f) the distribution of rights pursuant to a stockholder rights plan or redemption of such rights for no or nominal consideration (including, for the avoidance of doubt, cash consideration); *provided* that such redemption is in accordance with the terms of such plan;

(g) Distributions in connection with the retention of equity interests in payment of withholding taxes in connection with equity-based compensation plans in an aggregate amount not to exceed $500,000 in any twelve (12) month period;

(h) the receipt or acceptance of the return to any Loan Party or any Subsidiary of equity interests of Sientra constituting a portion of the purchase price consideration in settlement of indemnification claims in connection with a Permitted Acquisition pursuant to Section 6.7; *provided* that no cash payments are made in connection therewith except for de minimis cash payable in lieu of fractional shares; and

(i) payments or distributions to dissenting stockholders pursuant to applicable Law in connection with any Permitted Acquisition, provided that such amounts when taken together with the aggregate Acquisition Consideration paid or payable for all Permitted Acquisitions shall not exceed the amounts permitted by the definition of Permitted Acquisition.

"Permitted Investments" means:

(a) [Reserved];

(b) Investments shown on Schedule 6.7 and existing on the Closing Date;

(c) cash and cash equivalents;

(d) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the Ordinary Course of Business;

(e) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the Ordinary Course of Business, (ii) so long as an Event of Default does not exist at the time of such loan and would not exist after giving effect to such loan, loans to employees, officers, directors or consultants relating to the purchase of equity securities of Loan Parties or their Subsidiaries pursuant to employee stock purchase plans or agreements approved by any Loan Party's Board of Directors (or other governing body), but the aggregate of all such loans outstanding may not exceed $500,000 at any time and (iii) non-cash loans to employees, officers, directors or consultants related to the purchase of equity interests;

(f) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the Ordinary Course of Business;

(g) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the Ordinary Course of Business, *provided, however*, that this subpart (g) shall not apply to Investments of Loan Parties in any Subsidiary;

(h) Investments consisting of Deposit Accounts;

(i) Investments by any Loan Party in any Subsidiary now owned or hereafter created by such Loan Party, which Subsidiary is a Loan Party or has provided a Guarantee of the Obligations in compliance with Section 5.13;

(j) [Reserved];

(k) Investments constituting Permitted Acquisitions;

(l) so long as no Event of Default exists at the time of such Investment or after giving effect to such Investment, Investments consisting of repurchases of stock of former or current employees, officers, directors or consultants not to exceed $500,000 in the aggregate during the term of this Agreement;

(m) Investment of cash and cash equivalents by any Loan Party in respect of Swap Contracts but solely to the extent the obligations of any Loan Party thereunder constitute Permitted Debt pursuant to clause (f) of the definition thereof;

(n) so long as no Event of Default exists at the time of such Investment or after giving effect to such Investment, Investments of cash and cash equivalents in respect of leasehold improvement costs associated with any expansion or relocation of facilities in the Ordinary Course of Business not to exceed $300,000; and

(o) so long as no Event of Default exists at the time of such Investment or after giving effect to such Investment, other Investments of cash and cash equivalents in an amount not exceeding $500,000 in the aggregate.

"Permitted License" means any non-exclusive license of patent rights of Borrower or its Subsidiaries so long as all such Permitted Licenses are granted to third parties in the Ordinary Course of Business, do not result in a legal transfer of title to the licensed property, and have been granted in exchange for fair consideration.

"Permitted Liens" means:

(a) deposits or pledges of cash to secure obligations under workmen's compensation, social security or similar laws, or under unemployment insurance (but excluding Liens arising under ERISA or, with respect to any Pension Plan or Multiemployer Plan, the Code) pertaining to a Loan Party's or its Subsidiary's employees, if any;

(b) deposits or pledges of cash to secure bids, tenders, contracts (other than contracts for the payment of money or the deferred purchase price of property or services), leases, statutory obligations, surety and appeal bonds and other obligations of like nature arising in the Ordinary Course of Business;

(c) carrier's, warehousemen's, mechanic's, workmen's, materialmen's or other like Liens arising in the Ordinary Course of Business with respect to obligations which are not due, or which are being contested pursuant to a Permitted Contest;

(d) Liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or the subject of a Permitted Contest;

(e) attachments, appeal bonds, judgments and other similar Liens for sums not exceeding $1,000,000 in the aggregate arising in connection with court proceedings; *provided*, *however*, that the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are the subject of a Permitted Contest;

(f) with respect to real estate, easements, rights of way, restrictions, minor defects or irregularities of title, none of which, individually or in the aggregate, materially affect the value or marketability of such real estate, impair the use or operation of such real estate for the use currently being made thereof or impair Loan Parties' ability to pay the Obligations in a timely manner or impair the use of the real estate or the ordinary conduct of the business of any Loan Party or any Subsidiary;

(g) Liens in favor of customs and revenue authorities arising as a matter of law which secure payment of custom duties in connection with the importation of goods in the Ordinary Course of Business;

(h) [reserved];

(i) Liens existing on the date hereof and set forth on Schedule 6.2;

(j) any Lien on any equipment securing Debt permitted under subpart (c) of the definition of Permitted Debt, *provided*, *however*, that such Lien attaches concurrently with or within thirty (30) days after the acquisition thereof;

(k) Liens in favor of a banking or other financial institution arising in the Ordinary Course of Business encumbering reasonable and customary initial deposits and margin deposits (made in the Ordinary Course of Business and not for speculative purposes) and attaching solely to brokerage accounts otherwise permitted pursuant to the terms of this Agreement (and not securing any Debt for borrowed money);

(l) Liens solely on any cash earnest money deposits made by a Loan Party or any Subsidiary in connection with any letter of intent or purchase agreement with respect to any Permitted Investment;

(m) Permitted Licenses of any Product or Intellectual Property;

(n) leases or subleases of real property granted in the ordinary course of a Loan Party's business, and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property or Products) granted to third parties in the Ordinary Course of Business, if the leases, subleases, licenses and sublicenses do not prohibit granting Agent or any lender a security interest therein and are not otherwise prohibited under this Agreement; and

(o) Liens for the benefit of insurance companies and insurance brokers on rights under insurance policies and proceeds thereof securing obligations permitted by clause (g) of the definition "Permitted Debt".

"Permitted Modifications" means (a) such amendments or other modifications to a Loan Party's or Subsidiary's Organizational Documents as are required under this Agreement or by applicable Law, and (b) such amendments or modifications to a Loan Party's or Subsidiary's Organizational Documents (other than those involving a change in the name of a Loan Party or Subsidiary or involving a reorganization of a

Loan Party (other than the Borrower) or Subsidiary under the laws of a different jurisdiction) that would not adversely affect the rights and interests of Agent or Lenders in any material respect.

"Person" means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

"Prime Rate" means the rate of interest per annum last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Agent) or any similar release by the Federal Reserve Board (as determined by the Agent). For purposes hereof, any change in the Prime Rate shall take effect at the opening of business on the day such change is publicly announced or quoted as being effective.

"Prior Loans" has the meaning set forth in Section 2.1(a).

"Products" means, from time to time, any products currently manufactured, sold, developed, tested or marketed by any Loan Party or any of its Subsidiaries.

"Project Destiny Acquisition" means the acquisition by Sientra of the Acquired Assets (as defined in the Project Destiny Acquisition Agreement) on the terms set forth in the Project Destiny Acquisition Agreement.

"Project Destiny Acquisition Agreement" means that certain Asset Purchase Agreement, dated as of November 7, 2019, with Sientra, as purchaser, with Vesta Intermediate Funding, Inc., as seller.

"Project Destiny Deferred Consideration" means the Three Million Dollars ($3,000,000) due from Sientra to Vesta Intermediate Funding, Inc. on the fourth (4th) anniversary of the closing date of the Project Destiny Acquisition Agreement pursuant to Section 1.6(a)(ii) thereof, which constitutes a portion of the consideration for the Project Destiny Acquisition pursuant to the terms of the Project Destiny Acquisition Agreement.

"Project Destiny Lease" means that certain Lease Agreement, dated as of November 7, 2019, between Vesta Intermediate Funding, Inc., as lessor, and Sientra, as lessee.

"Project Destiny Transition Services Agreement" means that certain Transition Services Agreement dated as of November 7, 2019, by and between Sientra, Inc. and Vesta Intermediate Funding, Inc.

"Project Hurricane Acquisition" means the acquisition by Sientra of the Purchase Assets (as defined in the Project Hurricane Acquisition Agreement) on the terms set forth in the Project Hurricane Acquisition Agreement.

"Project Hurricane Acquisition Agreement" means that certain Asset Purchase Agreement, dated as of December 31, 2021, by and between Sientra, as buyer, and AuraGen Aesthetics, LLC, a Delaware limited liability company, as seller.

"Project Hurricane Deferred Consideration" means the $3,000,000 due from Sientra to AuraGen Aesthetics LLC ("AuraGen") by December 31, 2022 pursuant to Section 2.4(b) of the Project Hurricane

Acquisition Agreement and the up to $8,500,000 Milestone Payment (as defined in the Project Hurricane Acquisition Agreement) payable by Sientra to AuraGen pursuant to the first sentence of Section 2.6 of the Project Hurricane Acquisition Agreement, in each case subject to the limitations and reductions set forth in the Project Hurricane Acquisition Agreement, which constitute a portion of the consideration for the Project Hurricane Acquisition pursuant to the terms of the Project Hurricane Acquisition Agreement.

"Portfolio Interest Certificate" has the meaning set forth in Section 2.4(d).

"Post-Closing Items" has the meaning set forth in Section 5.23.

"Principal Market" means the NASDAQ Global Select Market (or any successor to the foregoing) or any Eligible Market the Common Stock is listed on.

"Pro Rata Share" means, with respect to any Lender, the percentage obtained by dividing (a) such Lender's outstanding Loans, by (b) the total outstanding amount of Loans held by all Lenders.

"Proceeding" means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

"Put Notice" has the meaning set forth in Section 5.19.

"Qualified Equity Financing" means an Equity Financing pursuant to which the Borrower issues up to 40,000,000 shares of Common Stock (subject to adjustment for any Stock Event that occurs after the Closing Date) (including shares issuable upon exercise of pre-funded warrants or similar instruments) and warrants to purchase shares of Common Stock that is consummated within sixty (60) days following the Closing Date; provided, that the number of shares of Common Stock issuable pursuant to such warrants (excluding pre-funded warrants and similar instruments) shall in no event exceed the number of shares of Common Stock (including shares issuable upon exercise of pre-funded warrants and similar instruments) sold in such Equity Financing.

"Register" has the meaning set forth in Section 1.4(b).

"Registered Intellectual Property" means any patent, registered trademark or servicemark, registered copyright, registered mask work, or any pending application for any of the foregoing.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of March 11, 2020, among the Borrower, the Closing Date Lender, and the other lenders party thereto from time to time, as amended and restated on the Closing Date to be in the form attached hereto as Exhibit G.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as in effect from time to time and any successor to all or a portion thereof establishing reserve requirements.

"Regulatory Required Permit" means any and all licenses, approvals and permits issued by the FDA, DEA or any other applicable Governmental Authority, including without limitation Drug Applications, necessary for the testing, manufacture, marketing or sale of any Product by any applicable Loan Party and its Subsidiaries as such activities are being conducted by such Loan Party and its

Subsidiaries with respect to such Product at such time and any drug listings and drug establishment registrations under 21 U.S.C. Section 510, registrations issued by DEA under 21 U.S.C. Section 823 (if applicable to any Product), and those issued by State governments for the conduct of any Loan Party's or any Subsidiary's business.

"Reporting Period" has the meaning set forth in Section 5.10.

"Required Lenders" means, at any time, the Lenders having Pro Rata Shares of which the aggregate Dollar equivalent amount exceeds 50% of the outstanding Loans.

"Reserved Share Number" means 54,580,361 shares of Common Stock (subject to appropriate adjustment for any Stock Event that occurs after the Closing Date, including any reverse stock split effected pursuant to the Charter Amendment), less the number of Conversion Shares issued on or prior to the later of the Charter Amendment Effective Time and, if the Charter Amendment provides for a reverse split of the Common Stock, the Reverse Split Effective Time (subject to appropriate adjustment for any Stock Split that occurs following the issuance of such Conversion Shares and such later time).

"Responsible Officer" means any of the Chief Executive Officer, Chief Financial Officer or any other officer of the applicable Loan Party acceptable to Agent.

"Restricted Foreign Subsidiary" means miraDry International Sweden AB.

"Sarbanes-Oxley" has the meaning set forth in Section 3.28(a)."SEC" means the United States Securities and Exchange Commission.

"SEC Documents" means all reports, schedules, forms, statements and other documents filed by any Loan Party or any of its Subsidiaries with the SEC pursuant to the Securities Act or the Exchange Act since December 31, 2018 (including all financial statements and schedules included therein, all exhibits thereto and all documents incorporated by reference therein).

"Secured Parties" means Agent, the Lenders, holders of other Obligations, holders of Convertible Notes, holders of Warrants and all Indemnified Persons, and "Secured Party" means each of them.

"Securities" means the Loans, the Convertible Notes and the related guaranties set forth in the guaranties of the Guarantors, the Conversion Shares, the Warrants and the Warrant Shares.

"Securities Act" means the Securities Act of 1933, as amended, including the rules and regulations promulgated thereunder.

"Security Agreement" means the Guaranty and Security Agreement executed and delivered on the Closing Date pursuant to which, among other things, the Loan Parties party thereto grant to Agent for the benefit of the Secured Parties a security interest and Lien in all of their Collateral to secure the Obligations and the Guarantors party thereto provide guaranties to Agent for the benefit of the Secured Parties, as amended, restated, supplemented or otherwise modified from time to time.

"Shortfall Share Number" means a number of shares of Common Stock equal to the excess of (i) the number of shares of Common Stock issued, or issuable upon exercise of warrants to purchase Common Stock issued, in a Qualified Equity Financing over (ii) 56,332,525 (subject to adjustment for any Stock Event that occurs following the Closing Date) to the extent (and only to the extent) that such excess shares are issued, or reserved exclusively for issuance pursuant to warrants to purchase Common Stock, issued in such Qualified Equity Financing.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Interest Rate" means the sum of Term SOFR plus 5.75% *per annum*.

"Solvency Certificate" means a solvency certificate in substantially the form of Exhibit D or such other solvency certificate in form and substance reasonably satisfactory to the Required Lenders.

"Solvent" means, with respect to any Person, that such Person (a) owns and will own assets the fair saleable value of which are (i) greater than the total amount of its debts and liabilities (including subordinated and Contingent Obligations), and (ii) greater than the amount that will be required to pay the probable liabilities of its then existing debts as they become absolute and matured considering all financing alternatives and potential asset sales reasonably available to it; (b) has capital that is not unreasonably small in relation to its business as presently conducted or after giving effect to any contemplated transaction; and (c) does not intend to incur and does not believe that it will incur debts beyond its ability to pay such debts as they become due.

"Stock" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests (or units thereof), joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting; and (b) all securities convertible into or exchangeable for any other Stock and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any other Stock, whether or not presently convertible, exchangeable or exercisable

"Stockholder Approval" means the receipt of the affirmative vote of the holders of a majority of the shares of Common Stock present in person or represented by proxy at a duly called meeting of the Borrower's stockholders at which the requisite quorum is present of a proposal (the "Proposal") to approve an amendment to the certificate of incorporation (the "Charter Amendment") of the Borrower that (i) increases the number of shares of Common Stock that the Borrower is authorized to issue and/or (ii) provides for a reverse split of the outstanding shares of Common Stock, effective as of a date and time that is not more than twenty-four (24) hours following the filing thereof with the Secretary of State of the State of Delaware (the "Reverse Split Effective Time"), such that immediately following the later to occur of (y) the Charter Effective Time and (z) if the Charter Amendment provides for a reverse split of the Common Stock, the Reverse Split Effective Time, the number of Available Shares exceeds the Reserved Share Number by at least 100,000,000 shares of Common Stock (subject to appropriate adjustment for any Stock Event (including, for the avoidance of doubt, any reverse stock split effected pursuant to the Charter Amendment) that occurs following the Closing Date).

"Subordinated Debt" means any Debt of Loan Parties incurred pursuant to the terms of the Subordinated Debt Documents and with the prior written consent of Agent, all of which documents must be in form and substance acceptable to Agent in its sole discretion. As of the Closing Date, there is no Subordinated Debt.

"Subordinated Debt Documents" means any documents evidencing and/or securing Debt governed by a Subordination Agreement, all of which documents must be in form and substance acceptable to Agent in its sole discretion. As of the Closing Date, there are no Subordinated Debt Documents.

"Subordination Agreement" means any agreement between Agent and another creditor of any Loan Party, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, pursuant to which the Debt owing from any Loan Party and/or the Liens securing such Debt granted by any Loan Party(s) to such creditor are subordinated in any way to the Obligations, the terms and provisions of such Subordination Agreements to have been agreed to by and be acceptable to Agent in the exercise of its sole discretion.

"Subsidiary" means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, capital stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than fifty percent (50%) of such capital stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person and/or one or more Subsidiaries of such Person shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) or of which any such Person is a general partner, manager or managing member or may exercise the powers of a general partner, manager or managing member. Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a Subsidiary of the Borrower.

"Successor Major Transaction" has the meaning set forth in the Convertible Notes.

"Swap Contract" means any "swap agreement", as defined in Section 101 of the Bankruptcy Code, that is obtained by a Loan Party to provide protection against fluctuations in interest or currency exchange rates, but only if Agent provides its prior written consent to the entry into such "swap agreement".

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto. "Trading Day" has the meaning set forth in the Convertible Notes.

"Term SOFR" means the greater of (a) for the applicable Interest Period, the forward-looking secured overnight financing rate administered by the CME Group Benchmark Administration Limited (CBA) (or other administrator selected by the Agent (at the direction of the Required Lenders)) and published on the applicable Bloomberg LP screen page (or such other commercially available source providing such quotations as may be selected by the Agent (at the direction of the Required Lenders)), fixed by the administrator thereof two (2) Business Days prior to the commencement of the applicable Interest Period (provided, however, if Term SOFR is not published for such Business Day, then Term SOFR shall be determined by reference to the immediately preceding Business Day on which such rate is published), rounded upwards if necessary, to the next 1/8th of 1% and adjusted for reserves if the Agent (at the direction of the Required Lenders) determines that any Lender is required to maintain reserves with respect to the relevant Loans, all as determined by the Agent in accordance with this Agreement and the Agent's loan systems and procedures periodically in effect, and (b) the Floor.

"Transaction Projections" has the meaning provided for in clause (j) of the definition of Permitted Acquisitions.

"Transactions" means the funding of the Disbursement Loans, the consummation of the Closing Date Equity Exchange, the issuance of the Convertible Notes, the refinancing of the Existing Credit Facilities and the payment of fees, commissions, costs and expenses in connection with each of the

foregoing."UCC" means the Uniform Commercial Code of any applicable jurisdiction and, if the applicable jurisdiction shall not have any Uniform Commercial Code, the Uniform Commercial Code as in effect from time to time in the State of New York.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" and "U.S." each means the United States of America.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, P.L. 107-56, as amended from time to time.

"Warrants" has the meaning set forth in Section 2.9(a)."Warrant Shares" has the meaning set forth in Section 3.27.

Section 1.2 Interpretation. In this Agreement and the other Facility Documents, unless the context otherwise requires, all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties requires and the verb shall be read and construed as agreeing with the required word and pronoun. The division of this Agreement and the other Facility Documents into Articles and Sections and the use of headings and captions is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions. The words "herein," "hereof," "hereunder," "hereinafter" and "hereto" and words of similar import refer to this Agreement (or other applicable Facility Document) as a whole and not to any particular Article or Section hereof (or thereof). The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The term "documents" and "agreements" include any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced. The use in any of the Facility Documents of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. References to a specified Article, Exhibit, Section or Schedule shall be construed as a reference to that specified Article, Exhibit, Section or Schedule of this Agreement (or other applicable Facility Document). Unless specifically stated otherwise, any reference to any of the Facility Documents means such document as the same shall be amended, restated, supplemented or otherwise modified and from time to time in effect in accordance with the terms hereof or thereof, as applicable. The references to "assets" and "properties" in the Facility Documents are meant to be mean the same and are used throughout the Facility Documents interchangeably, and such words shall be deemed to refer to any and all tangible and intangible assets and properties, including cash, securities, stock, accounts and contract rights. Terms (including uncapitalized terms) not otherwise defined herein and that are defined in the UCC shall have the meanings therein described. The payment, prepayment or repayment of any principal, interest, fees, amounts and/or other Obligations under this Agreement or the other Facility Documents (including the Make Whole Amount and the Exit Fee) shall be made in cash in Dollars unless expressly stated otherwise herein or therein. Any reference to "payment in full," "payment in full in cash," "paid in full," "paid in full in cash," "repaid in full," "repaid in full in cash," "prepaid in full," "prepaid in full in cash," "redeemed in full," "redeemed in full in cash" or any other term or word of similar effect used in this Agreement or any other Facility Document with respect to the Loans or the Obligations shall mean all Obligations (including any Make Whole Amount and the Exit Fee, but excluding (x) unasserted contingent indemnification obligations and (y) those Obligations under any Facility Document that are not due or payable at the time when all other Obligations are paid in full in cash) have been repaid in full (i) in cash and, as and to the extent applicable pursuant to Section 2.9, through the issuance of Warrants or (ii)

satisfied through the issuance of Conversion Shares in respect of the principal amount of the Loans and in cash in respect of all other Obligations, in each case in accordance and compliance with the terms and provisions of the Convertible Notes, this Agreement and the other Facility Documents, but, for the avoidance of doubt, solely to the extent that, after giving effect to the payment in cash, the issuance of Warrants and/or the issuance of Conversion Shares, the full amount of all such Obligations have been fully and completely satisfied (excluding contingent claims for indemnification to the extent no claim giving rise thereto has been asserted).

Section 1.3 Business Day Adjustment. Except as otherwise expressly stated herein or in any other Facility Document (and except on any applicable Maturity Date or any date of acceleration of any of the Obligations, in which case, such payment or performance shall be due on or prior to such day regardless of whether such day is a Business Day), if the day by which any payment or other performance is due to be made is not a Business Day, that payment or performance shall be made by the next succeeding Business Day unless that next succeeding Business Day falls in a different calendar month, in which case that payment or other performance shall be made by the Business Day immediately preceding the day by which such payment or other performance is due to be made; provided that interest will continue to accrue for each additional day in connection therewith.

Section 1.4 Loan Records.

(a) The Borrower shall record on its books and records the amount of the Loan, the interest rate applicable thereto, all payments of principal and interest thereon and the principal balance thereof from time to time outstanding.

(b) The Agent, acting solely for this purpose as a non-fiduciary agent (solely for tax purposes) shall establish and maintain at its office a record of ownership (the "Register") in which the Agent agrees to register by book entry the interests (including any rights to receive payment hereunder) of each Lender in the Loan, and any assignment of any such interest or interests, and accounts in the Register in accordance with its usual practice in which it shall record (i) the names and addresses of the Lenders (and any change thereto pursuant to this Agreement), (ii) the amount of the Loan, (iii) the amount of any principal, interest, fee or other amount due and payable or paid, and (iv) any other payment received by the Lenders from the Borrower and its application to the Loan. Reasonably promptly after making each such registration, the Agent shall provide written notice thereof to the Borrower.

(c) The Loans made by each Lender are evidenced by this Agreement and the Convertible Notes issued pursuant to this Agreement. On the Closing Date, the Borrower shall execute and deliver to each Lender a Disbursement Loan Convertible Note representing such Lender's Disbursement Loan and an Original Loan Convertible Notes representing such Lender's Original Loan as amended and restated as of the Closing Date, and after the Closing Date the Borrower shall execute and deliver to each Lender (and/or, if applicable and if so requested by any assignee Lender pursuant to the assignment provisions of Section 8.4) on the date of request by such Lender an amended and restated Convertible Note (in each case, with any amendment and restatement mechanics built in as necessary that are in form and substance reasonably satisfactory to such applicable Lender and the Agent), in each case, payable to such Lender in an amount equal to the unpaid principal amount of the Loans held by such Lender. Notwithstanding anything to the contrary contained in this Agreement, the Loans (including any Convertible Note(s) evidencing the Loans) are registered obligations, the right, title and interest of the Lenders and their successors and assignees in and to the Loan shall be transferable only upon notation of such transfer in the Register and no assignment thereof shall be effective until recorded therein. This Section 1.4 shall be construed so that the Loan is at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code.

(d) The Borrower, the Agent and the Lenders shall treat each Person whose name is recorded in the Register as a Lender for all purposes of this Agreement. Information contained in the Register with respect to any Lender shall be available for access by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

Section 1.5 Accounting Terms and Principles. All accounting determinations required to be made pursuant hereto shall, unless expressly otherwise provided herein, be made in accordance with GAAP. No change in the accounting principles used in the preparation of any financial statement hereafter adopted by any Loan Party or any of its Subsidiaries shall be given effect for purposes of measuring compliance with any provision of this Agreement or otherwise determining any relevant ratios and baskets which govern whether any action is permitted hereunder, unless the Borrower and the Required Lenders agree to modify such provisions to reflect such changes in GAAP, and unless such provisions are modified, all financial statements and similar documents provided hereunder shall be provided together with a reconciliation between the calculations and amounts set forth therein before and after giving effect to such change in GAAP. Notwithstanding any other provision contained herein or in any other Facility Document, all terms of an accounting or financial nature used herein and in the other Facility Documents shall be construed, and all computations of amounts and ratios referred to herein and in the other Facility Documents shall be made, without giving effect to any election under Statement of Financial Accounting Standards No. 159 (Codification of Accounting Standards 825-10) to value any Debt or other liabilities of any Loan Party or any Subsidiary at "fair value," as defined therein.

Section 1.6 Officers. Any document, agreement or instrument delivered under the Facility Documents that is signed by an Responsible Officer or another officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership, limited liability company and/or other action on the part of such Loan Party, and such Responsible Officer or other officer shall be conclusively presumed to have acted on behalf of such Loan Party in such person's capacity as an officer of such Loan Party and not in any individual capacity.

ARTICLE 2
AGREEMENT FOR THE LOAN

Section 2.1 Disbursements.

(a) **Original Loans and Disbursement**. The Prior Lenders made a disbursement of "Loans" (as defined in the Prior Agreement) to the Borrower under the Prior Agreement on the Prior Closing Date in an initial principal amount of $60,000,000 (the "Prior Loans"), and the Borrower hereby acknowledges and agrees that immediately prior to the effectiveness of this Agreement and consummation of the Closing Date Equity Exchange, the outstanding principal amount of such Prior Loans is $60,000,000. The Loan Parties hereby acknowledge and agree that, after giving effect hereto and to the Closing Date Equity Exchange, the Prior Loans are hereby deemed to constitute a portion of the outstanding Loans hereunder (such portion of the Loans, the "Original Loans") in the principal amount as of the Closing Date as set forth opposite each Lender's name in Annex A under the heading "Original Loans." Each Disbursement Loan Lender on the Closing Date severally but not jointly agrees, on the terms and subject to the conditions set forth herein, to lend to the Borrower on the Closing Date the principal amount set forth opposite such Lender's name in Annex A under the heading "Disbursement Loans" (such amounts borrowed on the Closing Date under this Section 2.1(a) (and excluding, for the avoidance of doubt, the Original Loans) are referred to as the "Disbursement Loans") by making such amounts available to the Borrower by promptly wiring such amounts to an account or accounts designated in writing by the Borrower on or prior to the Closing Date.

(b) **No Re-Borrowing**. Amounts borrowed, or deemed borrowed, hereunder that are paid, repaid, redeemed and/or prepaid may not be re-borrowed under any circumstance.

Section 2.2 Payments; Prepayments; Conversions; Make Whole Amount; Exit Fee.

(a) The Borrower shall pay in cash (and, if applicable, in Warrants in accordance with the terms set forth in Section 2.9) to the Agent on behalf of each of the Lenders their Pro Rata Share of the outstanding principal amount of the Loans and all other applicable Obligations on the earlier of (such earlier date, the "Facility Termination Date") (i) (1) with respect to the Original Loans, the Original Loan Maturity Date and (2) with respect to the Disbursement Loans, the Disbursement Loan Maturity Date and (ii) the date the principal amount of the Obligations is declared to be or automatically becomes due and payable following an Event of Default. In addition to the foregoing (but without duplication), the outstanding principal amount of the Obligations and all other Obligations shall be paid in accordance with the terms set forth in the Convertible Notes.

(b) No principal amount of any of the Loans shall be permitted to be voluntarily prepaid, repaid, redeemed or paid by any Loan Party prior to the Maturity Date applicable thereto, except as expressly provided in Section 7 of each of the Convertible Notes in respect of Optional Redemptions (subject to the terms and conditions thereof). Notwithstanding the foregoing, if any principal on the Loans is prepaid, repaid, redeemed or paid at any time in connection with (i) an Optional Redemption (but excluding, for the avoidance of doubt, any Forced Conversion Optional Redemption), (ii) an acceleration of the Loans following the occurrence of an Event of Default, (iii) an exercise of any Secured Party's rights or remedies available under the Facility Documents, or (iv) delivery of a Put Notice, then in addition to the principal amount of the Loans and other Obligations and the issuance of Warrants pursuant to Section 2.9 (as applicable)), the Borrower shall contemporaneously pay in cash (A) any accrued and unpaid interest owed on such principal and (B) the Make Whole Amount, in each case, applicable to the principal amount of the Loans so prepaid, repaid, redeemed, paid or otherwise reduced. Notwithstanding the foregoing, no Make Whole Amount shall be payable upon any Forced Conversion Optional Redemption of the Disbursement Loan Convertible Notes, any Major Transaction Conversion or any other conversion of the Notes into Conversion Shares.

(c) Notwithstanding anything to the contrary in the Facility Documents, at the time any of the Disbursement Loans are paid, repaid, discharged, redeemed or prepaid (whether before, at the time of or after the Disbursement Loan Maturity Date or upon any acceleration, bankruptcy, repayment required upon delivery of a Put Notice, Optional Redemption (including a Forced Conversion Optional Redemption) or otherwise) or upon a Successor Major Transaction Conversion, the Borrower shall pay to each Disbursement Loan Lender its Pro Rata Share of a non-refundable exit fee (the "Exit Fee") equal to 1.95% of the amount of the Disbursement Loans so paid, repaid, redeemed, discharged or prepaid pursuant to the terms of the Disbursement Loan Convertible Notes; provided, for the avoidance of doubt, that no Exit Fee shall be payable upon any Major Transaction Conversion in respect of a Company Share Major Transaction, other conversion of the Disbursement Loan Notes into Conversion Shares (except for a Successor Major Transaction Conversion) or payment of the Exercise Price of any Warrant through a reduction of principal as provided in Section 2.2(g). The Exit Fee is fully earned on the date hereof and shall be due and payable in cash upon each such payment, repayment, redemption or prepayment of the applicable Disbursement Loans in accordance with the terms of this Section 2.2(c). For the avoidance of doubt, no Exit Fees shall be payable in respect of the Original Loans.

(d) The Make Whole Amount and the Exit Fee shall automatically be due and payable at any time any of the Loans subject to such amounts become due and payable prior to the applicable Maturity Date of the applicable Loans in accordance with the terms hereof as though such Debt was voluntarily prepaid and shall constitute part of the Obligations, whether due to acceleration pursuant to the

terms of this Agreement, by operation of law or otherwise (including, without limitation, on account of any bankruptcy filing), in view of the impracticability and extreme difficulty of ascertaining the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such acceleration, and by mutual agreement of the parties as to a reasonable estimation and calculation of the lost profits or damages of the Lenders as a result thereof. Any Make Whole Amount or Exit Fee payable pursuant to this Agreement shall be presumed to be the liquidated damages sustained by each Lender as the result of the early termination, acceleration or prepayment and each Loan Party agrees that such Make Whole Amount or Exit Fee is reasonable under the circumstances currently existing. The Make Whole Amount and, in the case of the Disbursement Loans, the Exit Fee shall also be payable in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other means or the Obligations are reinstated pursuant to Section 1124 of the Bankruptcy Code. If the Make Whole Amount and/or the Exit Fee becomes due and payable pursuant to this Agreement, such Make Whole Amount and/or Exit Fee shall be deemed to be principal of the applicable Loans and Obligations under this Agreement and interest shall accrue on the full principal amount of such Loans (including the Make Whole Amount and/or Exit Fee, as applicable) from and after the applicable triggering event. In the event the Make Whole Amount and/or Exit Fee is determined not to be due and payable by order of any court of competent jurisdiction, including, without limitation, by operation of the Bankruptcy Code, despite such a triggering event having occurred, such Make Whole Amount and Exit Fee, as applicable, shall nonetheless constitute Obligations under this Agreement for all purposes hereunder. EACH LOAN PARTY HEREBY WAIVES THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE MAKE WHOLE AMOUNT OR EXIT FEE AND ANY DEFENSE TO PAYMENT, WHETHER SUCH DEFENSE MAY BE BASED IN PUBLIC POLICY OR AMBIGUITY. The Loan Parties, the Agent and the Lenders acknowledge and agree that any Make Whole Amount and the Exit Fee due and payable in accordance with this Agreement shall not constitute unmatured interest, whether under Section 5.02(b)(3) of the Bankruptcy Code or otherwise. Each Loan Party further acknowledges and agrees, and waives any argument to the contrary, that payment of such amount does not constitute a penalty or an otherwise unenforceable or invalid obligation. Each Loan Party expressly agrees that (i) the Make Whole Amount and Exit Fee are each reasonable and each is the product of an arm's-length transaction between sophisticated business people, ably represented by counsel, (ii) the Make Whole Amount and Exit Fee shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iii) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Make Whole Amount and Exit Fee, (iv) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 2.2, (v) their agreement to pay the Make Whole Amount and Exit Fee is a material inducement to the Lenders to make the Loans, and (vi) the Make Whole Amount and Exit Fee represent a good faith, reasonable estimate and calculation of the lost profits, losses or other damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such event. The Exit Fee, as applicable, and Make Whole Amount Fee shall be paid by the Borrower to the Lenders based on their respective Pro Rata Shares of the principal amount of the Loans prepaid, repaid, redeemed, paid or otherwise reduced on the date of such prepayment, repayment, redemption, payment or other reduction.

(e) Each cash payment, repayment, redemption and prepayment by the Borrower or any other Loan Party shall be applied (i) *first*, to all fees, costs and expenses (including any attorneys' fees) owed to the Agent under the Facility Documents, (ii) *second*, ratably to all fees, costs and expenses (including any attorneys' fees) owed to any Lender under the Facility Documents, (iii) *third*, ratably to accrued and unpaid interest owed to the Lenders under the Facility Documents, (iv) *fourth*, ratably to the principal amount of the Loans owed to the Lenders (including any Make Whole Amount and Exit Fee), and (v) *fifth*, to all other Obligations owing to Agent, any Lender or any other Secured Party, and, with respect

to any such Obligations owed to the Lenders, shall be allocated among the Lenders in accordance with and in proportion to their respective Pro Rata Shares.

(f) Each Lender shall have the right to convert all or any part of the principal amount of its Convertible Notes (and the Loans evidenced thereby) into shares of Common Stock in accordance with and subject to the terms of the Convertible Notes. Borrower shall pay all accrued and unpaid interest on the principal amount of any of the Disbursement Loan Convertible Notes converted into shares of Common Stock or reduced in payment of the Exercise Price (as defined in the applicable Warrant) of any Warrant as provided in Section 2.2(g), such payment to be made on the earlier of the next Interest Payment Date or the first date following the date of such Conversion or reduction on which any accrued and unpaid interest otherwise becomes due and payable on the Loan evidenced by such Disbursement Loan Convertible Note (pursuant to Section 2.2(b) or otherwise), to the Lender then holding such Disbursement Loan Convertible Note. The Agent shall be promptly notified of any Conversion and shall treat the same as a prepayment of outstanding Loans. Any Conversion of principal under a Convertible Note by any Lender, or any payment of the Exercise Price (as defined in the applicable Warrant) of any Warrant by reducing the principal amount of the Loans in an amount equal to such Exercise Price as provided in Section 2.2(g), shall be applied against, and reduce, the principal amount of such Lender's Loan evidenced by such Convertible Note on the same basis as the repayment of such principal amount in cash hereunder and shall otherwise for all purposes hereof be deemed a repayment of such principal amount), in each case, as of the date of such applicable Conversion or exercise.

(g) Notwithstanding the foregoing, any Lender which is also a holder of Warrants may, at such Lender's sole option, in accordance with the terms of the applicable Warrant, pay the Exercise Price (as defined in the applicable Warrant) by reducing the principal amount of such Lender's Loans in an amount equal to such Exercise Price, in connection with a Note Exchange Exercise (as defined in the applicable Warrant) and in accordance with Section 2(d) of the applicable Warrant.

Section 2.3 Payment Details. All payments, prepayments and repayments of the Obligations by the Borrower or any other Loan Party hereunder and under any of the other Facility Documents shall be made without setoff or counterclaim. Payments, prepayments and repayments of any amounts and other Obligations due to Agent or the Lenders under this Agreement or the other Facility Documents shall be made in in cash Dollars in immediately available funds prior to 11:00 a.m. (New York City time) on the date that any such payment is due, using the wire information or address for Agent that is set forth on Schedule 2.3 or at such other bank or place as Agent or such applicable Lenders shall from time to time designate in writing at least three (3) Business Days prior to the date such payment is due. Any payment received by Agent or any Lender after such time may, in the Agent's discretion, be deemed to have been made on the following Business Day. The Borrower shall pay all and any fees, costs and expenses (administrative or otherwise) imposed
by banks, clearing houses or any other financial institutions in connection with making any payments under any of the Facility Documents.

Section 2.4 Taxes.

(a) Any and all payments hereunder or pursuant to any other Facility Document shall be made free and clear of and without deduction for Taxes except as required by Law. If any Loan Party shall be required by Law to deduct or withhold any Taxes from or in respect of any sum payable hereunder or pursuant to any other Facility Document, (i) such Loan Party shall make such deductions or withholding, (ii) such Loan Party shall pay the full amount deducted or withheld to the applicable Governmental Authority in accordance with Law, and (iii) to the extent that the deduction or withholding is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased by as much as shall be necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section 2.4), each Lender shall receive an

amount equal to the sum it would have received had no such deductions been made (any and all such additional amounts payable being hereinafter referred to as "Additional Amounts"). As soon as practicable, but in any event within thirty (30) days, after the date of any payment of such Taxes, the applicable Loan Party shall furnish to the applicable Lender the original or a certified copy of a receipt evidencing payment thereof or other evidence of such payment reasonably satisfactory to such Lender.

(b) In addition, the Loan Parties shall pay all Other Taxes to the applicable Governmental Authority in accordance with Law. Within thirty (30) days after the date of any payment of Other Taxes by any Loan Party, the Borrower shall furnish to the applicable Lender the original or a certified copy of a receipt evidencing payment thereof or other evidence of such payment reasonably satisfactory to such Lender.

(c) The Borrower shall reimburse and indemnify, within ten (10) days after receipt of demand therefor, each Lender Party for all Indemnified Taxes (including all Indemnified Taxes imposed on amounts payable under this Section 2.4(c)) paid or payable by such Lender Party, and any Liabilities arising therefrom or relating thereto, whether or not such Indemnified Taxes were correctly or legally asserted. A certificate of the applicable Lender Party setting forth the amounts to be paid thereunder and delivered to the Borrower shall be absolute, conclusive and binding, absent manifest error.

(d) Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) shall, on or before the date on which the Lender becomes a party to this Agreement, provide to Borrower and the Agent a properly completed and executed IRS Form W-9 certifying that such Lender is not subject to backup withholding tax. Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "Foreign Lender") and is entitled to an exemption from or reduction of U.S. federal withholding tax with respect to payments under this Agreement shall, on or before the date on which such Lender becomes a party to this Agreement, provide Borrower and the Agent with a properly completed and executed IRS Form W-8ECI, W-8BEN, W-8BEN-E, W-8IMY or other applicable forms (together with any required supporting documentation), or any other applicable certificate or document reasonably requested by the Borrower or the Agent, and, if such Foreign Lender is relying on the portfolio interest exception of Section 871(h) or Section 881(c) of the Code (or any successor provision thereto), shall also provide the Borrower with a certificate (the "Portfolio Interest Certificate") representing that such Foreign Lender is not a "bank" for purposes of Section 881(c) of the Code (or any successor provision thereto), is not a 10% holder of the Borrower described in Section 871(h)(3)(B) of the Code (or any successor provision thereto), and is not a controlled foreign corporation receiving interest from a related person (within the meaning of Sections 881(c)(3)(C) and 864(d)(4) of the Code or any successor provisions thereto). If the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a Portfolio Interest Certificate on behalf of such partners. Each Lender shall provide new forms (or successor forms) as reasonably requested by the Borrower and the Agent from time to time and shall notify the Borrower in writing within a reasonable time after becoming aware of any event requiring a change in the most recent forms previously delivered by such Lender to the Borrower.

(e) If a payment to a Lender under this Agreement would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA, such Lender shall deliver to the Borrower and the Agent, at the times prescribed by law or as reasonably requested by Borrower or the Agent, such documentation as is required in order for the Borrower or the Agent to comply with its obligations under FATCA, to determine that such Lender has or has not complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.4(e), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(f) If a Lender or the Agent determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 2.4, such Lender or the Agent shall promptly pay such refund (but only to the extent of indemnity payments made or Additional Amounts paid under this Section 2.4 with respect to the Taxes refunded) to the Borrower, net of all out-of-pocket expense (including any Taxes imposed thereon) of such Lender of the Agent incurred in obtaining such refund or making such payment, provided that the Borrower, upon the request of such Lender or the Agent, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender or the Agent if such Lender or the Agent is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.4(f), in no event shall a Lender or the Agent be required to pay any amount to the Borrower pursuant to this Section 2.4(f), the payment of which would place such Lender or the Agent in a less favorable net after-Tax position than such Lender or the Agent would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted or otherwise imposed and the indemnification payments with respect to such Tax had never been paid. Nothing in this Section 2.4(f) shall require any Lender or the Agent to disclose any information it deems confidential (including its tax returns) to any Person, including the Borrower.

Section 2.5 Costs, Expenses and Losses. If, as a result of any failure by the Borrower or any other Loan Party to pay any sums or Obligations due under this Agreement or any other Facility Document on the due date therefor (after the expiration of any applicable grace periods, but without giving effect to any grace period after the occurrence of an Event of Default of the type set forth in Section 7.1(d)), the Agent or any Lender shall incur costs, expenses and/or losses, by reason of the liquidation or redeployment of deposits from third parties or in connection with obtaining funds to make or maintain any Loan, the Borrower shall pay to the Agent or such Lender upon request by the Agent or such Lender, the amount of such costs, expenses and/or losses within fifteen (15) days after receipt by the Borrower of a certificate from the Agent or such Lender setting forth in reasonable detail such costs, expenses and/or losses, along with supporting documentation. For the purposes of the preceding sentence, "costs, expenses and/or losses" shall include any interest paid or payable to carry any unpaid amount and any loss, premium, penalty or expense that may be incurred in obtaining, liquidating or employing deposits of or borrowings from third parties and/or third Persons in order to make, maintain or fund any Loan or any portion thereof.

Section 2.6 Interest. From and after the Closing Date, the outstanding principal amount of the Original Loans and any overdue interest in respect of the Original Loans shall bear interest at the Original Loan Interest Rate, and the outstanding principal amount of the Disbursement Loans, any overdue interest in respect of the Disbursement Loans, and any other amounts and Obligations (other than the Original Loans) shall bear interest at the SOFR Interest Rate. Interest payable at the Original Loan Interest Rate shall be paid in cash quarterly in arrears on the last Business Day of each calendar quarter, commencing with the calendar quarter ending on December 31, 2022 (each, together with the Maturity Date, an "Original Loan Interest Payment Date"). Interest payable at the SOFR Interest Rate shall be paid in cash on the last Business Day of each Interest Period in arrears, commencing with the first such Interest Period to end after October 1, 2022 (each, together with the Maturity Date, a "Disbursement Loan Interest Payment Date"; each Original Loan Interest Payment Date and Disbursement Loan Interest Payment Date, as applicable, an "Interest Payment Date"). Interest shall accrue to, but not including, each Interest Payment Date. Term SOFR and, if applicable, the Base Rate shall be determined by the Agent, and such determination shall be conclusive absent manifest error. All computations of fees and interest (other than interest accruing on Loans bearing interest at the Base Rate) payable under this Agreement shall be made on the basis of a 360-day year and actual days elapsed. All computations of interest accruing on Loans bearing interest at the Base Rate payable under this Agreement shall be made on the basis of a 365-day year (366 days in the case of a leap year) and actual days elapsed. Interest and fees shall accrue during each period during which interest or such fees are computed from and including the first day thereof to but not including the last day

thereof. The interest rate shall be recalculated and, if necessary, adjusted for each Interest Period, in each case pursuant to the terms hereof.

Section 2.7 Interest on Late Payments; Default Interest.

(a) Without limiting the remedies available to the Agent or any Lender under the Facility Documents or otherwise, to the maximum extent permitted by Law, if the Borrower or any other Loan Party fails to make a required payment of principal or interest on any Loan or make a required payment of any other Obligation when due, the Borrower shall pay, in respect of such principal, interest and other Obligations, interest thereon at the rate *per annum* equal to the applicable Interest Rate then in effect for the Loans, *plus* ten percent (10%) for so long as such payment remains outstanding for a period of five Business Days following the due date thereof. Such interest shall be payable in cash on demand.

(b) At the election of the Required Lenders while any Event of Default (other than an Event of Default described under clause (a) above) exists (or automatically while any Event of Default under Section 7.1(a) or 7.1(d) exists), the Borrower shall pay interest (after as well as before entry of judgment thereon to the extent permitted by Law) on the outstanding principal amount of the Loans, from and after the date of occurrence of such Event of Default, at a rate *per annum* equal to the applicable Interest Rate then in effect for the Loans, *plus* two percent (2.0%). Such interest shall be payable in cash on demand.

Section 2.8 Fees. Borrower agrees to pay (or cause to be paid) administrative fees to Cortland Capital Market Services LLC, for loan agency services on behalf of the Agent, in an aggregate amount per annum equal to (i) $30,000 for the first year following the Closing Date, and (ii) $25,000 for each year thereafter, in each case due quarterly in advance and payable on the Closing Date and quarterly thereafter, until the Obligations are paid in full (with rebates for partial periods).

Section 2.9 Warrants.

(a) On each date any principal amount of any of the Loans is paid, repaid, redeemed or prepaid prior to the Maturity Date thereof, including upon any acceleration, bankruptcy, Optional Redemption (other than a Forced Conversion Optional Redemption) acceleration of the Loans following the occurrence of an Event of Default or exercise of any Secured Party's rights or remedies available under the Facility Documents following the occurrence of an Event of Default, the Borrower shall issue to the Lender whose Loan is so paid, repaid, redeemed or prepaid a warrant to purchase an aggregate number of shares of Common Stock equal to the aggregate number of Conversion Shares into which such principal amount was convertible immediately prior to such payment, repayment, redemption or prepayment, at the Conversion Price then in effect pursuant to the terms of the Convertible Note evidencing such Loan (computed without regard to any limitations on conversion thereof), such warrant to be in substantially the form of Exhibit E and with an expiration date of the Disbursement Loan Maturity Date (a "Warrant" and any such warrants, collectively, the "Warrants"). Notwithstanding the foregoing, (i) no Warrants shall be issuable upon (w) any Conversion of the Convertible Notes, (x) a Forced Conversion Optional Redemption, (y) a repayment required upon delivery of a Put Notice, or (z) any payment of the Exercise Price of any Warrant by reducing the principal amount of the Loans in an amount equal to such Exercise Price as provided in Section 2.2(g) and (ii) the Conversion Rate (as defined in the Convertible Notes) use for calculating the Warrants shall not include the Premium Amount (as defined in the Disbursement Loan Convertible Notes).

(b) Notwithstanding anything herein to the contrary, the class of Common Stock issuable upon exercise of each of the Warrants shall be adjusted to reflect any adjustments in the number of shares or class of Common Stock into which such Warrant is exercisable that would have taken effect

pursuant to the terms of such Warrant had such Warrant been issued on the Closing Date and remained outstanding through the date of such issuance.

Section 2.10 Rates; Inability to Determine Rate; Illegality; Benchmark Replacement.

(a) The Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Base Rate, Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Base Rate, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Agent and its affiliates or other related entities may engage in transactions that affect the calculation of Base Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Agent may select information sources or services in its reasonable discretion to ascertain Base Rate, Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

(b) If at any time the Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof, or the Required Lenders determine that for any reason that Term SOFR does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Agent, the Agent will promptly so notify the Borrower and each Lender. Upon such notice, the SOFR Interest Rate shall be deemed to be the sum of (x) the Base Rate, plus (y) 6.75%. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted.

(c) If any Lender determines that any applicable law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund the Loan at an interest rate determined by reference to Term SOFR, or to determine or charge interest based upon Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Agent) (an "Illegality Notice"), (a) any obligation of the Lenders to make Term SOFR loans shall be suspended until each affected Lender notifies the Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Agent), prepay or, if applicable, the "SOFR Interest Rate" shall be deemed to be the sum of (x) the Base Rate, plus (y) 6.75%, until the Agent is advised in writing by each affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

(d) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Agent has not received, by such time, written notice of objection to such

amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.10(b) will occur prior to the applicable Benchmark Transition Start Date.

(e) In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(f) The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agent will notify the Borrower of the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.10, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.10.

(g) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the SOFR Interest Rate shall be deemed to be the sum of (x) the Base Rate, plus (y) 6.75%.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

A. Loan Party Representations and Warranties. In order to induce the Lenders to agree to the Closing Date Equity Exchange and make the Disbursement Loans pursuant to this Agreement and to induce Agent and the Lenders to enter into this Agreement, the Loan Parties, jointly and severally, represent and warrant on the Closing Date after giving effect to the Transactions and on each date such representation or warranty is remade or deemed remade in any Facility Document, in each case, that:

Section 3.1 Existence and Power. Each Loan Party (a) is an entity as specified on Schedule 3.1, (b) is duly organized, validly existing and in good standing under the laws of the jurisdiction specified on Schedule 3.1 and no other jurisdiction, (c) has the same legal name as it appears in such Loan Party's Organizational Documents and an organizational identification number (if any), in each case as specified on Schedule 3.1, (d) has all powers to (i) own its assets and has powers and all Permits necessary in the operation of its business as presently conducted or as proposed to be conducted, except where the failure to have such Permits could not reasonably be expected to have a Material Adverse Effect and (ii) enter into, execute, deliver and perform its obligations under, the Facility Documents, including the issuance of the Securities and the reservation for issuance of the Conversion Shares and the Warrant Shares, and (e) is qualified to do business as a foreign entity in each jurisdiction in which it is required to be so qualified, which jurisdictions as of the Closing Date are specified on Schedule 3.1, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.1, no Loan Party (x) has had, over the five (5) year period preceding the Closing Date, any name other than its current name, or (y) was incorporated or organized under the laws of any jurisdiction other than its current jurisdiction of incorporation or organization.

Section 3.2 Organization and Governmental Authorization; No Contravention. The execution, delivery and performance by each Loan Party of the Facility Documents to which it is a party, including the issuance of the Securities and the reservation for issuance of the Conversion Shares and the Warrant Shares, (a) are within its powers, (b) have been duly authorized by all necessary action pursuant to its Organizational Documents, (c) require no further action by or in respect of, or filing with, any Governmental Authority and (d) do not violate, conflict with or cause a breach or a default under (i) any Law applicable to any Loan Party, (ii) any of the Organizational Documents of any Loan Party, or (iii) any agreement or instrument binding upon it, except for such violations, conflicts, breaches or defaults which, with respect to this clause (iii), would not reasonably be expected to have a Material Adverse Effect.

Section 3.3 Binding Effect. Each of the Facility Documents to which any Loan Party is a party constitutes (or, in the case of each of the Warrants will when issued constitute) a valid and binding agreement or instrument of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles. Each Facility Document has been duly executed and delivered by each Loan Party party thereto.

Section 3.4 Capitalization. All of the issued and outstanding shares of capital stock of the Borrower and its Subsidiaries are duly authorized and duly and validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state and foreign securities laws and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities that have not been waived in writing. All of the authorized, issued and outstanding shares of Stock of the Borrower and each of its Subsidiaries (and, and in the case of its Subsidiaries, the holders thereof) are set forth in Schedule 3.4, and, except as set forth in Schedule 3.4, there are no (a) Stock options or other Stock incentive plans, employee Stock purchase plans or other plans, programs or arrangements of the Borrower or any of its Subsidiaries under which Stock options, Stock or other Stock-based or Stock-linked awards are issued or issuable to officers, directors, employees, consultants or other Persons, (b) outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable or exercisable for, any Stock of the Borrower or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Borrower or any of its Subsidiaries is or may become bound to issue additional Stock of the Borrower or any of its Subsidiaries, or options, warrants or scrip for rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exercisable or exchangeable for, any shares of Stock of the Borrower or any of its Subsidiaries, (c) agreements or arrangements under which the Borrower or any of its Subsidiaries is obligated to register the sale of any of their Stock or other securities under the Securities Act (except the Registration Rights Agreement), (d) outstanding Stock or other securities or instruments of the Borrower or any of its Subsidiaries that contain any redemption (mandatory or otherwise) or similar provisions, or contracts, commitments, understandings or arrangements by which the Borrower or any of its Subsidiaries is or may become bound to redeem a security of the Borrower or any of its Subsidiaries, (e) Stock or other securities or instruments containing anti-dilution or similar provisions that may be triggered by the issuance of securities of the Borrower or any of its Subsidiaries or (f) stock appreciation rights or "phantom stock" plans or agreements or any similar plans or agreements to which Borrower or any of its Subsidiaries is a party or by which the Borrower or any of its Subsidiaries is otherwise subject or bound. There are no (i) stockholders' agreements, voting agreements or similar agreements to which Borrower or any of its Subsidiaries is a party or by which the Borrower or any of its Subsidiaries is otherwise subject or bound, (ii) preemptive rights or any other similar rights to which any Stock of the Borrower or any of its Subsidiaries is subject or (iii) any restrictions upon the voting or transfer of any Stock of the Borrower or any of its Subsidiaries (other than restrictions on transfer imposed by U.S. federal and state securities laws).

Section 3.5 Financial Information. All information delivered to Agent and pertaining to the financial condition of any Loan Party fairly presents in all material respects the financial position of such Loan Party as of such respective date in conformity with GAAP (and as to unaudited financial statements, subject to normal year-end adjustments and the absence of footnote disclosures). Since June 30, 2022, there has been no material adverse change in the business, operations, properties or condition (financial or otherwise) of any Loan Party.

Section 3.6 Litigation. Except as set forth on Schedule 3.6, as of the Closing Date, and except as hereafter disclosed to Agent in writing, to the best of Borrower's knowledge, there is no Litigation pending against,
or to such Loan Party's knowledge, threatened in writing against or affecting, any Loan Party or, to the best of such Loan Party's knowledge, any party to any Facility Document other than a Loan Party involving more than, individually or in the aggregate, Five Hundred Thousand Dollars ($500,000). There is no Litigation pending in which an adverse decision would reasonably be expected to have a Material Adverse Effect or which in any manner draws into question the validity of any of the Facility Documents.

Section 3.7 Ownership of Property. Each Loan Party and each of its Subsidiaries is the lawful owner of, has good title to and is in lawful possession of, or has valid leasehold interests in, all properties, accounts and other assets (real or personal, tangible, intangible or mixed), in each case constituting a Material Intangible Asset or that is otherwise material to its business, subject, in each case, only to Permitted Liens and except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes purported or reported to be owned or leased (as the case may be) by such Person.

Section 3.8 No Default. No Event of Default, or to such Loan Party's knowledge, Default, has occurred and is continuing. No Loan Party is in breach or default under or with respect to any contract, agreement, lease or other instrument to which it is a party or by which its property is bound or affected, which breach or default would reasonably be expected to have a Material Adverse Effect.

Section 3.9 Labor Matters. As of the Closing Date, there are no strikes or other labor disputes pending or, to any Loan Party's knowledge, threatened in writing against any Loan Party, which could reasonably be expected to have a Material Adverse Effect. Hours worked and payments made to the employees of the Loan Parties have not been in material violation of the Fair Labor Standards Act or any other applicable Law dealing with such matters. All payments due from the Loan Parties, or for which any claim may be made against any of them, on account of wages and employee and retiree health and welfare insurance and other benefits have been paid or accrued as a liability on their books, as the case may be. The consummation of the transactions contemplated by the Facility Documents will not give rise to a right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which it is a party or by which it is bound, the result of which could reasonably be expected to have a Material Adverse Effect.

Section 3.10 Regulated Entities. No Loan Party is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," all within the meaning of the Investment Company Act of 1940.

Section 3.11 Margin Regulations. None of the proceeds from the Loans have been or will be used, directly or indirectly, for the purpose of purchasing or carrying any "margin stock" (as defined in Regulation U of the Federal Reserve Board), for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any "margin stock" or for any other purpose which might cause any of the Loans to be considered a "purpose credit" within the meaning of Regulation T, U or X of the Federal Reserve Board.

Section 3.12 Compliance With Laws; Anti-Terrorism Laws.

(a) Each Loan Party is in compliance with the requirements of all applicable Laws (including Health Care Laws), except for such Laws the noncompliance with which could not reasonably be expected to have a Material Adverse Effect.

(b) None of the Loan Parties and, to the knowledge of the Loan Parties, none of their Affiliates (i) is in violation of any Anti-Terrorism Law, (ii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, (iii) is a Blocked Person, or is controlled by a Blocked Person, (iv) is acting or will act for or on behalf of a Blocked Person, (v) is associated with, or will become associated with, a Blocked Person or (vi) is providing, or will provide, material, financial or technical support or other services to or in support of acts of terrorism of a Blocked Person. No Loan Party nor, to the knowledge of any Loan Party, any of its Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (B) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law.

Section 3.13 Taxes. All federal, state and local income and other material tax returns, reports and statements required to be filed by or on behalf of each Loan Party have been filed with the appropriate Governmental Authorities in all jurisdictions in which such returns, reports and statements are required to be filed and, except to the extent subject to a Permitted Contest, all income and other material Taxes (including real property Taxes) and other charges shown to be due and payable in respect thereof have been timely paid prior to the date on which any fine, penalty, interest, late charge or loss may be added thereto for nonpayment thereof.

Section 3.14 Compliance with ERISA.

(a) Each ERISA Plan (and the related trusts and funding agreements) complies in form and in operation with, has been administered in compliance with, and the terms of each ERISA Plan satisfy, the applicable requirements of ERISA and the Code in all material respects. Each ERISA Plan which is intended to be qualified under Section 401(a) of the Code is so qualified, and the United States Internal Revenue Service has issued a favorable determination letter with respect to each such ERISA Plan which may be relied on currently. No Loan Party has incurred liability for any material excise tax under any of Sections 4971 through 5000 of the Code.

(b) Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, each Loan Party and each Subsidiary is in compliance with the applicable provisions of ERISA and the provision of the Code relating to ERISA Plans and the regulations and published interpretations therein. During the thirty-six (36) month period prior to the Closing Date or the making of any Loan (i) no steps have been taken to terminate any Pension Plan, and (ii) no contribution failure has occurred with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA or Section 430(k) of the Code and no event has occurred that would give rise to a Lien under Section 4068 of ERISA. No condition exists or event or transaction has occurred with respect to any Pension Plan which could result in the incurrence by any Loan Party of any material liability, fine or penalty. No Loan Party has

incurred liability to the PBGC (other than for current premiums) with respect to any employee Pension Plan. All contributions (if any) have been made on a timely basis to any Multiemployer Plan that are required to be made by any Loan Party or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable Law; no Loan Party nor any member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could result in a withdrawal or partial withdrawal from any such plan, and no Loan Party nor any member of the Controlled Group has received any notice that any Multiemployer Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.

Section 3.15 Brokers. Except for fees payable to Agent and/or Lenders, no broker, finder or other intermediary has brought about the obtaining, making or closing of the transactions contemplated by the Facility Documents, and no Loan Party has or will have any obligation to any Person in respect of any finder's or brokerage fees, commissions or other expenses in connection herewith.

Section 3.16 [Reserved].

Section 3.17 Material Contracts. Except for the Facility Documents, the agreements specifically listed in the definition of Material Contracts and the other agreements set forth on Schedule 3.17, as of the Closing Date there are no Material Contracts. The consummation of the transactions contemplated by the Facility Documents will not give rise to a right of termination in favor of any party to any Material Contract (other than any Loan Party), except for such Material Contracts the noncompliance with which would not reasonably be expected to have a Material Adverse Effect.

Section 3.18 Compliance with Environmental Requirements; No Hazardous Materials. Except in each case as set forth on Schedule 3.18:

(a) no notice, notification, demand, request for information, citation, summons, complaint or order has been issued, no complaint has been filed, no penalty has been assessed and no investigation or review is pending, or to such Loan Party's knowledge, threatened in writing by any Governmental Authority or other Person with respect to any (i) alleged violation by any Loan Party of any Environmental Law, (ii) alleged failure by any Loan Party to have any Permits required in connection with the conduct of its business or to comply with the terms and conditions thereof, (iii) any generation, treatment, storage, recycling, transportation or disposal of any Hazardous Materials, or (iv) release of Hazardous Materials; and

(b) no property now owned or leased by any Loan Party and, to the knowledge of each Loan Party, no such property previously owned or leased by any Loan Party, to which any Loan Party has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to such Loan Party's knowledge, proposed for listing, on the National Priorities List promulgated pursuant to CERCLA, or CERCLIS (as defined in CERCLA) or any similar state list or is the subject of federal, state or local enforcement actions or, to the knowledge of such Loan Party, other investigations which may lead to claims against any Loan Party for clean-up costs, remedial work, damage to natural resources or personal injury claims, including, without limitation, claims under CERCLA.

For purposes of this Section 3.18, each Loan Party shall be deemed to include any business or business entity (including a corporation) that is, in whole or in part, a predecessor of such Loan Party.

Section 3.19 Intellectual Property and License Agreements. A list of all Registered Intellectual Property of each Loan Party and all material in-bound license or sublicense agreements and material exclusive out-bound license or sublicense agreements (but excluding in-bound licenses of over-the-counter software that is commercially available to the public), as of the Closing Date is set forth on

Schedule 3.19. Schedule 3.19 shall be prepared by Borrower in the form provided by Agent and contain all information required in such form. Except for Permitted Licenses, each Loan Party is the sole owner of its material Intellectual Property free and clear of any Liens. To Borrower's knowledge after reasonable inquiry, each patent is valid and enforceable and no part of the Material Intangible Assets has been judged invalid or unenforceable, in whole or in part. To the best of Borrower's knowledge, no claim has been made that any part of the Material Intangible Assets violates the rights of any third party in any material respect.

Section 3.20 Solvency. The Borrower is, and after giving effect to the Closing Date Equity Exchange, the making of the Disbursement Loans and the liabilities and obligations of each Loan Party under the Facility Documents, will be, Solvent; and each other Loan Party together with Borrower and its Subsidiaries, taken as a whole, is Solvent.

Section 3.21 Full Disclosure. None of the written information (financial or otherwise) furnished by or on behalf of any Loan Party to Agent or any Lender in connection with the consummation of the transactions contemplated by the Facility Documents, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made. All financial projections delivered to Agent and the Lenders by Loan Parties (or their agents) have been prepared on the basis of the assumptions stated therein. Such projections represent each Loan Party's best estimate of such Loan Party's future financial performance and such assumptions are believed by such Loan Party to be fair and reasonable in light of current business conditions; *provided*, *however*, that Loan Parties can give no assurance that such projections will be attained.

Section 3.22 SEC Documents. Since December 31, 2020 through the date hereof, the Borrower has filed, through the SEC's Electronic Data Gathering, Analysis, and Retrieval system (or successor thereto) ("EDGAR"), all of the SEC Documents within the time frames prescribed by the SEC for the filing of such SEC Documents such that each filing was timely filed with the SEC. As of their respective dates, each of the SEC Documents complied in all material respects with the requirements of the Securities Act and/or the Exchange Act (as applicable) and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents. None of the SEC Documents, at the time filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Since the filing of the SEC Documents, no event has occurred that would require an amendment or supplement to any of the SEC Documents and as to which such an amendment or a supplement has not been filed and made publicly available on EDGAR on or prior to the date this representation is made. The Borrower has not received any written comments from the SEC staff that have not been resolved to the satisfaction of the SEC staff.

Section 3.23 Financial Statements; Financial Condition. As of their respective dates, the consolidated financial statements of the Borrower and its Subsidiaries included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC (including Regulation S-X) with respect thereto. Such financial statements have been prepared in accordance with Accounting Principles (subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments that are not material individually or in the aggregate and lack of footnote disclosures), and fairly present in all material respects the consolidated financial position of the Borrower and its Subsidiaries as of the dates thereof and the consolidated results of their operations, cash flows and changes in stockholders equity for the periods specified. There are no material off-balance sheet arrangements or any relationships with unconsolidated entities or other Persons that (a) may have a material current or, to any of the Loan Parties' or any of their Subsidiaries' knowledge, future effect on any Loan Party's or any of its Subsidiaries' financial condition, results of operations, liquidity, capital expenditures, capital resources or significant components of revenue or expenses or (b) that are

required to be disclosed by the Borrower in the SEC Documents that have not been so disclosed in the SEC Documents. The accounting firm that expressed its opinion with respect to the consolidated financial statements included in the Borrower's most recently filed annual report on Form 10-K, and reviewed the consolidated financial statements included in the Borrower's most recently filed quarterly report on Form 10-Q, was independent of the Borrower pursuant to the standards set forth in Rule 2-01 of Regulation S-X promulgated by the SEC and as required by the applicable rules and guidance of the Public Company Accounting Oversight Board (United States), and such firm was otherwise qualified to render such opinion under Applicable Law and the rules and regulations of the SEC. If applicable, the pro forma financial statements included in the SEC Documents (including by way of incorporation by reference) comply, in all material respects, with the applicable requirements of Regulation S-X promulgated by the SEC, the assumptions used in preparing such pro forma financial statements provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts. Since the date of the latest balance sheet included in the Borrower's most recent periodic report (on Form 10-Q or Form 10-K) filed prior to the date this representation is made (the date of such balance sheet, the "Latest Balance Sheet Date") or as otherwise disclosed in any SEC Document, (i) there has been no Material Adverse Effect or any event or circumstance that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (ii) no Loan Party nor any of its Subsidiaries has sold any material assets, or entered into any material transactions, outside of the ordinary course of business, except as permitted by this Agreement and (iii) the Borrower has not declared, paid or made any dividends or other distributions to holders of its Stock, except as permitted by this Agreement. All financial performance projections included in any SEC Document or otherwise publicly disclosed by the Borrower represent the Borrower's good faith estimate of future financial performance and are based on assumptions believed by the Borrower to be fair and reasonable in light of current market conditions, it being acknowledged and agreed by Agent and the Lenders that projections as to future events are not to be viewed as facts and that the actual results during the period or periods covered by such projections may differ from the projected results and such differences may be material.

Section 3.24 Subsidiaries. Loan Parties do not own any stock, partnership interests, limited liability company interests or other equity securities or Subsidiaries except for Permitted Investments.

Section 3.25 [Reserved].

Section 3.26 Accounting Controls. Each Loan Party and each of its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (a) transactions are executed in accordance with management's general or specific authorizations, (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset and liability accountability, (c) access to assets or incurrence of liability is permitted only in accordance with management's general or specific authorization and (d) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any differences. The Borrower and its Subsidiaries have (i) timely filed and made publicly available on EDGAR all certifications, statements and documents required by (1) Rule 13a-14 or Rule 15d-14 under the Exchange Act. The Borrower and its Subsidiaries maintain disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Exchange Act; such controls and procedures are effective to ensure that the information required to be disclosed by the Borrower and its Subsidiaries in the reports that they file with or submit to the SEC (A) is recorded, processed, summarized and reported accurately within the time periods specified in the SEC's rules and forms and (ii) is accumulated and communicated to the Borrower's (and, to the extent applicable, its Subsidiaries') management, including its or their principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. Except as set forth in Schedule 3.26, the Borrower and its

Subsidiaries maintain internal control over financial reporting required by Rule 13a-15 or Rule 15d-15 under the Exchange Act; such internal control over financial reporting is effective and does not contain any material weaknesses.

Section 3.27 Shares of Stock.

(a) The Borrower has reserved for issuance 54,580,361 shares of Common Stock for issuance pursuant to the Convertible Notes and the Warrants, which number of shares of Common Stock is sufficient to cover all shares (including any Additional Shares) issuable upon conversion of, or otherwise pursuant to, the Convertible Notes (the "Conversion Shares") and upon the exercise of, or otherwise pursuant to, the Warrants (the "Warrant Shares") computed without regard to any limitations on the number of shares that may be issued on conversion or exercise, as the case may be). Upon the issuance in accordance with the terms of the Facility Documents (including the Convertible Notes), the holders of the Warrants and Convertible Notes will be entitled to the rights set forth in the Warrants and Convertible Notes. The Warrant Shares issuable upon any exercise of the Warrants and the Conversion Shares issuable upon conversion of the Convertible Notes), in each case, have been duly authorized and, when issued upon any such exercise or conversion, as applicable, will be duly and validly issued, fully paid and non-assessable and free from all taxes and Liens with respect to the issue thereof, with the holders thereof being entitled to all rights accorded to a holder of Common Stock, and will not be issued in violation of, or subject to, any preemptive or similar rights of any Person.

(b) The issuance and delivery of the Convertible Notes does not, the issuance of the Warrants will not, and, assuming full or partial Conversion of Convertible Notes or exercise of Warrants, the issuance of the Conversion Shares will not: (i) require approval from the stockholders of the Borrower (under the Borrower's Organizational Documents, the rules of the Principal Market or otherwise or from any Governmental Authority; (ii) obligate the Borrower to issue shares of Common Stock or other securities to any Person (other than the Lenders) pursuant to any agreement in place as of the date of this Agreement; and (iii) will not result in a right of any holder of the Borrower's securities to adjust the exercise, conversion, exchange or reset price under and will not result in any other adjustments (automatic or otherwise) under, any securities of the Borrower.

(c) Each Loan Party has furnished to Agent and each Lender true, correct and complete copies of each Loan Party's Organizational Documents and any amendments, restatements, supplements or modifications thereto, and all other documents, agreements and instruments containing the terms of all Common Stock and other securities of each Loan Party, including Stock convertible into, or exercisable or exchangeable for, Common Stock or other Stock of any Loan Party or any of its Subsidiaries, and the material rights of the holders thereof in respect thereto.

Section 3.28 Securities Law and Principal Market Matters.

(a) The Borrower and its Subsidiaries are in all material respects in compliance with applicable provisions of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations thereunder (collectively, "Sarbanes-Oxley").

(b) Except as otherwise disclosed in the SEC Documents, neither the Borrower nor any of its Subsidiaries nor, to the Borrower's knowledge, any director, officer or employee, of the Borrower or any of its Subsidiaries, has received or otherwise obtained any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Borrower or any of its Subsidiaries or its internal accounting controls, including any complaint, allegation, assertion or claim that the Borrower or any of its Subsidiaries has engaged in questionable accounting or auditing practices. No attorney representing the Borrower or any of its

Subsidiaries, whether or not employed by the Borrower or any of its Subsidiaries, has reported evidence of a material violation of securities laws or breach of fiduciary duty or similar violation by the Borrower or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Borrower's or any of its Subsidiaries' board of directors (or equivalent governing body) or any committee thereof or to any director (or equivalent person) or officer of the Borrower or any of its Subsidiaries. Except as otherwise disclosed in the SEC Documents, there have been no internal or SEC investigations regarding accounting or revenue recognition discussed with, reviewed by or initiated at the direction of the chief executive officer, the principal financial officer or the principal accounting officer (in each case, or officer holding such equivalent position) of the Borrower or any of its Subsidiaries, the Borrower's or any of its Subsidiaries' board of directors (or equivalent governing body) or any committee thereof.

(c) Assuming the accuracy of the representations and warranties made by the Lenders in this Agreement, the offer, sale and issuance by the Loan Parties of the Securities are exempt from registration under the Securities Act (pursuant to Section 4(a)(2) thereof and Rule 506 of Regulation D thereunder) and applicable state securities laws.

(d) None of the Loan Parties, any of its predecessors, any director, executive officer, other officer of any Loan Party participating in the offering of the Securities, any beneficial owner (as that term is defined in Rule 13d-3 under the Exchange Act) of 20% or more of any Loan Party's outstanding voting equity securities, calculated on the basis of voting power, any "promoter" (as that term is defined in Rule 405 under the Securities Act) connected with any Loan Party at the time this representation is made, any placement agent or dealer participating in the offering of the Securities and any of such agents' or dealer's directors, executive officers, other officers participating in the offering of the Securities (each, a "Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"). The Borrower has exercised reasonable care to determine (i) the identity of each person that is a Covered Person and (ii) whether any Covered Person is subject to a Disqualification Event. Each Loan Party has complied in all material respects, to the extent applicable, with its disclosure obligations under Rule 506(e). With respect to each Covered Person, the Borrower has established procedures reasonably designed to ensure that the Borrower receives notice from each such Covered Person of (A) any Disqualification Event relating to that Covered Person, and (B) any event that would, with the passage of time, become a Disqualification Event relating to that Covered Person, in each case occurring up to and including the date this representation is made. No Loan Party is any other reason disqualified from reliance upon Rule 506 of Regulation D for purposes of the offer, sale and issuance of the Securities.

(e) Neither the Borrower, nor any of its Affiliates, nor any Person acting on its or their behalf, has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer, sale or issuance of the Securities.

(f) Neither the Borrower, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made, or will make, any offers or sales of any capital stock or other securities, or solicited or will solicit any offers to buy any capital stock or other securities, under circumstances that would require registration of any of the Securities under the Securities Act or cause this offering of the Securities to be integrated with prior offerings by the Borrower for purposes of any applicable stockholder approval provisions of the Principal Market or any other authority.

(g) The Common Stock is listed on the Principal Market. During the last twelve months, trading in the Common Stock has not been suspended by the SEC or the Principal Market. As of the date of this Agreement, other than as disclosed in the SEC Documents, neither the Borrower nor any of its Subsidiaries has received any communication, written or oral, from the SEC or the Principal Market

regarding the suspension or termination of trading of the Common Stock on the Principal Market. The transactions contemplated by this Agreement and the other Facility Documents, including the issuance and sale of the Warrant Shares and Conversion Shares hereunder and thereunder do not contravene, or require stockholder approval pursuant to, the rules and regulations of the Principal Market. The Warrant Shares and Conversion Shares have been approved for listing on the Principal Market.

(h) The Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and neither the Borrower nor any of its Subsidiaries has taken, or presently intend to take, any action designed to terminate, or that is likely to have the effect of terminating, the registration of the Common Stock under the Exchange Act; nor has the Borrower or any of its Subsidiaries received any notification that the SEC is contemplating terminating such registration.

(i) The Common Stock is eligible for clearing through The Depository Trust Company ("DTC"), through its Deposit/Withdrawal At Custodian (DWAC) system, and the Borrower is eligible for and participating in the Direct Registration System (DRS) of DTC with respect to the Common Stock. The transfer agent for the Common Stock is a participant in, and the Common Stock is eligible for transfer pursuant to, DTC's Fast Automated Securities Transfer Program. The Common Stock is not, and has not at any time been, subject to any DTC "chill," "freeze" or similar restriction with respect to any DTC services, including the clearing of transactions in shares of Common Stock through DTC.

(j) Except for the Transactions, no event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to the Borrower or any of its Subsidiaries, or any of its or their business, properties, prospects, operations or financial condition, (i) that would be required to be disclosed by the Borrower under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Borrower of Common Stock or (ii) that, under applicable securities laws, is required to have been, or be, publicly disclosed by the Borrower (on SEC Form 8-K otherwise) prior to, on or within four (4) Business Days after the date this representation is made, and, in either case, that has not been publicly disclosed by the Borrower at least one (1) Business Day prior to the date this representation is made. None of the Loan Parties nor any of their officers, directors (or equivalent persons), Affiliates, attorneys, agents or representatives or other Persons acting on their behalf has provided or made available to any Secured Party or its Affiliates, attorneys, agents or representatives with any information that constitutes or could be deemed to constitute material, nonpublic information, other than information relating to the Transactions, which shall be publicly disclosed in accordance with Section 5.18. The Loan Parties understand and acknowledge that the Secured Parties, their Affiliates and Persons acting on their behalf and will rely on the foregoing representations and the provisions of Section 5.18 in effecting transactions in the Securities and other securities of the Borrower and of other Persons.

Section 3.29 Status as Senior Debt. All Obligations constitute senior secured Debt entitled to the benefits of the subordination and/or intercreditor provisions contained in the applicable subordination and/or intercreditor agreements governing any Subordinated Debt.

B. Lender Representations and Warranties. Each Lender, severally and not jointly, represents and warrants to each Loan Party as of the Closing Date that:

Section 3.30 Convertible Notes; Warrants. The Warrants, the Warrant Shares, the Convertible Notes and the Conversion Shares to be issuable thereunder will be acquired for such Lender's own account, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, except pursuant to sales registered or in a transaction exempted under the Securities Act, and such Lender has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to such Lender' s right at all times to sell or otherwise dispose of all or any part of such Securities in compliance with applicable federal and state securities laws. Nothing

contained herein shall be deemed a representation or warranty by such Lender to hold the Securities for any period of time and such Lender reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

Section 3.31 Economic Risk. Such Lender can bear the economic risk and complete loss of its investment in the Securities and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

Section 3.32 Restricted Securities. Such Lender understands that the Warrants, the Warrant Shares, the Convertible Notes and the Conversion Shares thereunder are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from Borrower in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold except pursuant to an effective registration statement under the Securities Act (including a registration statement filed pursuant to the Registration Rights Agreement) or pursuant to an applicable exemption from the registration requirements under the Securities Act.

Section 3.33 Accredited Investor. Such Lender is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act and has such knowledge and experience in business and financial matters so as to be capable of evaluating the merits and risks of its investment in the Securities.

ARTICLE 4
CONDITIONS OF DISBURSEMENT

Section 4.1 Conditions to the Disbursement. The obligation of the Lenders to make the Disbursement Loans shall be subject to the satisfaction (or written waiver) of the following conditions in a manner satisfactory to each Lender:

(a) Agent and the Lenders shall have received (i) executed counterparts of this Agreement and each other Facility Document set forth on the closing checklist attached hereto as Exhibit B, other than those that are specified therein as permitted to be delivered after the Closing Date and (ii) an original Disbursement Loan Convertible Note representing such Lender's Disbursement Loan and an Original Loan Convertible Note representing such Lender's Original Loan as amended and restated as of the Closing Date, in each case executed and delivered by the Borrower;

(b) each Lender shall have received a certificate from an Responsible Officer of the Borrower certifying that all of the conditions set forth in this Section 4.1 have been, or contemporaneously with the Closing Date Equity Exchange and the funding of the Disbursement Loans will be, satisfied;

(c) each Lender shall have received a favorable legal opinion of DLA Piper LLP, counsel to the Loan Parties, addressed to the Lender and the Agent, as to such matters concerning the Loan Parties and the Facility Documents as the Lender may reasonably request;

(d) the administrative fees required to be paid pursuant to Section 2.8 and all other fees required to be paid on the Closing Date pursuant to this Agreement and the other Facility Documents and all costs and expenses required to be paid on the Closing Date (including pursuant to Section 8.2) pursuant to this Agreement and the other Facility Documents, in the case of costs and expenses, to the extent invoiced at least one (1) Business Day prior to the Closing Date, shall have been, or substantially contemporaneously with the making of the Disbursement Loans shall be, paid (which amounts, at the sole option of the Lenders, may be offset against the proceeds of the Disbursement Loans);

(e) the Agent and the Lenders shall have received at least three (3) Business Days prior to the Closing Date all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, that has been reasonably requested by Agent or any Lender at least ten (10) days in advance of the Closing Date;

(f) such other conditions, documents and deliverables that Agent or any Lender may reasonably request shall have been satisfied or delivered, as applicable;

(g) no Default or Event of Default shall have occurred or could reasonably be expected to result from the Closing Date Equity Exchange and the making of the Disbursement Loans or the use of the proceeds therefrom;

(h) the Closing Date Equity Exchange shall have occurred in accordance with the terms of the Exchange Agreement;

(i) immediately prior to and after giving effect to the Closing Date Equity Exchange and the making of the Disbursement Loans and the use of proceeds thereof, each representation and warranty by any Loan Party or any of its Subsidiaries contained herein or in any other Facility Document is true, correct and complete in all material respects (without duplication of any materiality qualifier contained therein) as of such date, except to the extent that such representation or warranty expressly relates to an earlier date (in which event such representations and warranties were true, correct and complete in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date);

(j) except for any action specified in Exhibit B to be taken after the Closing Date or any Facility Document as permitted to be taken after the Closing Date, no Loan Party nor any of its Subsidiaries shall have any Debt, other than Debt permitted under Section 6.1, and the Debt under the Existing Credit Agreements, shall have been or shall be substantially contemporaneously with the funding of the Disbursement Loans and the Closing Date Equity Exchange on the Closing Date, paid off pursuant to payoff letters reasonably satisfactory to the Lenders, and any Liens relating thereto and any other Liens that are not Permitted Liens shall have been or shall, substantially contemporaneously with the funding of the Disbursement Loans and the Closing Date Equity Exchange on the Closing Date, be terminated in a manner reasonably satisfactory to the Lenders;

(k) except for any action specified in Exhibit B to be taken after the Closing Date or any Facility Document as permitted to be taken after the Closing Date, all actions necessary to establish that the Agent (for the benefit of the Secured Parties) will have perfected first priority Liens (subject to Permitted Liens) in the Collateral under the Facility Documents shall have been or shall substantially contemporaneously with the funding of the Loan on the Closing Date be taken;

(l) Agent and the Lenders shall have received a copy of the Registration Rights Agreement in form and substance reasonably acceptable to the Agent and the Lenders;

(m) all outstanding interest and fees in respect of the Prior Loans and other amounts due and owing under the Prior Agreement shall have been paid in full in cash; and

(n) the Agent and the Lenders shall have received a Solvency Certificate duly executed by an Responsible Officer of the Borrower.

ARTICLE 5
AFFIRMATIVE COVENANTS

For so long as the Obligations (other than unasserted contingent indemnification obligations) remain outstanding

Section 5.1 Reserved.

Section 5.2 Payment and Performance of Obligations.

(a) Each Loan Party (i) will pay and discharge, and cause each Subsidiary to pay and discharge, on a timely basis as and when due, all of their respective obligations and liabilities, except for such obligations and/or liabilities (A) that may be the subject of a Permitted Contest, and (B) the nonpayment or nondischarge of which could not reasonably be expected to have a Material Adverse Effect, (ii) without limiting anything contained in the foregoing clause (i), pay all material amounts due and owing in respect of Taxes (including without limitation, payroll and withholdings tax liabilities) on a timely basis as and when due, and in any case prior to the date on which any fine, penalty, interest, late charge or loss may be added thereto for nonpayment thereof, except for Taxes subject a Permitted Contest, (iii) will maintain, and cause each Subsidiary to maintain, in accordance with GAAP, appropriate reserves for the accrual of all of their respective obligations and liabilities, and (iv) will not breach or permit any Subsidiary to breach, or permit to exist any default under, the terms of any lease, commitment, contract, instrument or obligation to which it is a party, or by which its properties or assets are bound, except for such breaches or defaults which could not reasonably be expected to have a Material Adverse Effect.

(b) Upon completion of any Permitted Contest, each Loan Party shall, and will cause each Subsidiary to, promptly pay the amount due, if any, except where the failure to pay such amount could not reasonably be expected to have a Material Adverse Effect.

Section 5.3 Maintenance of Existence, Etc. Each Loan Party will preserve, renew and keep in full force and effect, and will cause each Subsidiary to preserve, renew and keep in full force and effect, (a) their respective existence and (b) their respective rights, privileges and franchises necessary or desirable in the normal conduct of business, except with respect to clauses (a) and (b) above in connection with a transaction permitted under Section 5.6, and (c) their respective qualification to do business and good standing in each jurisdiction except, with respect to clause (b) and this clause (c), where the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.

Section 5.4 Maintenance of Property; Insurance.

(a) Each Loan Party will keep, and will cause each Subsidiary to keep, all property material to its business in good working order and condition, ordinary wear and tear excepted. If all or any part of any of such property material to its business, becomes damaged or destroyed, each Loan Party will, and will cause each Subsidiary to, promptly and completely repair and/or restore such property in a good and workmanlike manner, regardless of whether Agent agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction.

(b) Upon completion of any Permitted Contest, each Loan Party shall, and will cause each Subsidiary to, promptly pay the amount due, if any, and deliver to Agent proof of the completion of the contest and payment of the amount due, if any.

(c) Each Loan Party will maintain (i) casualty insurance on all real and personal property on an all risks basis (including the perils of windstorm and quake), covering the repair and

replacement cost of all such property and coverage, business interruption and rent loss coverages with extended period of indemnity (for the period required by Agent from time to time) and indemnity for extra expense, in each case without application of coinsurance and with agreed amount endorsements, (ii) general and professional liability insurance (including products/completed operations liability coverage), and (iii) such other insurance coverage against loss or damage of the kinds customarily insured against by Persons engaged in substantially the same business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons; *provided*, *however*, that, in no event shall such insurance be in amounts or with coverage less than, or with carriers with qualifications inferior to, any of the insurance or carriers in existence as of the Closing Date (or required to be in existence after the Closing Date under a Facility Document). All such insurance shall be provided by insurers having an A.M. Best policyholders rating reasonably acceptable to Agent. Each such policy of insurance shall (a) in the case of each liability policy, name Agent (on behalf, and for the benefit, of, the Secured Parties) as an additional insured thereunder as its interests may appear and (b) in the case of each casualty insurance policy contain a lender's loss payable clause or endorsement that names Agent, (on behalf, and for the benefit, of the Secured Parties), as the lender's loss payee thereunder as its interests may appear and, to the extent available, provide the insurer will give at least thirty (30) days' prior written notice to Agent of any modification or cancellation of such policy (or ten (10) days' prior written notice in the case of the failure to pay any premiums thereunder). A true and complete listing of such insurance, including issuers, coverages and deductibles, shall be provided to Agent and the applicable Lender(s) promptly following Agent's or any Lender's request.

Section 5.5 Compliance with Laws and Material Contracts. Each Loan Party will comply, and cause each Subsidiary to comply, with the requirements of all applicable Laws (including Health Care Laws) and Material Contracts, except to the extent that failure to so comply would not reasonably be expected to (a) have a Material Adverse Effect, or (b) result in any Lien upon a material portion of the assets of any such Person in favor of any Governmental Authority.

Section 5.6 Inspections. Each Loan Party shall, and shall cause each of its Subsidiaries to, with respect to each owned, leased or controlled property, during normal business hours and upon reasonable advance notice (unless an Event of Default shall have occurred and be continuing, in which event no notice shall be required and Agent and its representatives shall have access at any and all times during the continuance thereof): (a) provide access to such property to Agent and its representatives, as frequently as Agent reasonably determines to be appropriate; and (b) permit Agent to conduct inspect and make extracts and copies (or take originals if reasonably necessary) from all of such Loan Party's and its Subsidiaries' books and records and evaluate and conduct appraisals and evaluations in any manner and through any medium that Agent considers reasonably necessary, in each instance, at the Loan Parties' sole expense; provided the Loan Parties shall only be obligated to reimburse Agent for the expenses of one such appraisal, evaluation and inspection per calendar year unless an Event of Default has occurred and is continuing, in which case, the Loan Parties shall reimburse Agent for the expenses of all such appraisals, evaluations and inspections conducted by Agent or its representatives while such Event of Default is continuing. Any Lender may accompany Agent or its representatives in connection with any inspection.

Section 5.7 Use of Proceeds. The proceeds of the Loans will be used for the repayment in full of the Debt under the Existing Credit Agreements, working capital and general corporate purposes of the Borrower not in contravention of any Law and not in violation of this Agreement.

Section 5.8 Required Authorizations. The Loan Parties shall, and shall cause their Subsidiaries to, obtain, make and keep in full force and effect all material required regulatory permits.

Section 5.9 Notices; Information. The Loan Parties shall promptly (and, in any event, within two (2) Business Days) notify the Agent in writing of the occurrence of (i) any Default or Event of Default;

and (ii) any event or occurrence or series or related events or occurrences that could reasonably be expected to have Material Adverse Effect. In addition, promptly after request therefor, the Borrower shall provide the Agent and the Lenders such other financial and other information as any Lender or the Agent may from time to time reasonably request.

Section 5.10 SEC Documents; Financial Statements. The Borrower shall comply in all respects with its filing requirements under Section 13 or 15(d) of the Exchange Act, as applicable and shall, contemporaneously with the filing of its quarterly unaudited and annual audited consolidated and consolidating financial statements, deliver to each Lender a completed Compliance Certificate. From the Closing Date until the first date on which no Convertible Notes or Warrants remain outstanding (the period ending on such latest date, the "Reporting Period"), the Borrower shall timely (without giving effect to any extensions pursuant to Rule 12b-25 of the Exchange Act) file (or furnish, as applicable) all SEC Documents required to be filed with (or furnished to) the SEC pursuant to the Exchange Act, and the Borrower and its Subsidiaries shall not terminate the registration of the Common Stock under the Exchange Act or otherwise terminate its status as an issuer required to file reports under the Exchange Act, even if the securities laws would otherwise permit any such termination. None of such SEC Documents, when filed or furnished, shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. All financial statements included in any such SEC Documents shall fairly present in all material respects the consolidated financial position of the Borrower and its Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods presented and shall have been prepared in accordance with Accounting Principles, consistently applied (subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments that are not material individually or in the aggregate and lack of certain footnote disclosures). Any audit or report of the Borrower's independent certified public accountants on any financial statements included in any such SEC Document shall (i) contain an unqualified opinion (subject to the exception set forth below in clause (ii) of this sentence), stating that such consolidated financial statements present fairly in all material respects the consolidated financial position and results of operations and cash flows of the Borrower and its Subsidiaries as of the dates thereof and for the periods presented and have been prepared in conformity with Accounting Principles applied on a basis consistent with prior years, and (ii) not include any explanatory paragraph expressing substantial doubt as to going concern status, and no financial statements included in any SEC Document shall include any statement in the footnotes thereto that indicates there is substantial doubt about the Borrower's ability to continue as a going concern (or any statement to similar effect) (other than, with respect to clauses (i) and (ii) a going concern qualification based solely on the Borrower's having negative profits or a determination that any Loan Party has less than 12 months liquidity). Within forty-five (45) days after the end of each fiscal quarter of the Borrower, the Loan Parties and their Subsidiaries shall deliver to Agent and the Lenders an updated Perfection Certificate. All calculations in any Compliance Certificate will be made in accordance with Accounting Principles and the applicable terms and provisions of this Agreement and the other Facility Documents.

Section 5.11 Disclosure. Each Loan Party shall, and shall cause each of its Subsidiaries to, ensure that all written information, exhibits and reports furnished to any Lender Party, when taken as a whole, do not and will not (or does not, as applicable) contain any untrue statement of a material fact and do not and will not omit to state any material fact or any fact necessary to make the statements contained therein not materially misleading in light of the circumstances in which made, and will promptly disclose to Agent and the Lenders and correct any defect or error that may be discovered therein or in any Facility Document or in the execution, acknowledgement or recordation thereof.

Section 5.12 Conversion Shares; Warrants.

(a) The Borrower shall, so long as any of the Convertible Notes and Warrants are outstanding, take all action necessary to reserve, and keep available out of its authorized and unissued capital stock, a sufficient number of shares of Common Stock for issuance exclusively pursuant to the Convertible Notes and Warrants the maximum number of shares that are then issuable (or may become issuable) upon the conversion or exercise of, or otherwise pursuant to, the Convertible Notes and Warrants (including, for the avoidance of doubt, the maximum number of Additional Shares that may be or become issuable thereunder (without regard to the Beneficial Ownership Cap, the Authorized Share Cap (as each such term is defined in the Convertible Notes and the Warrants) and any other limitation or restriction on the conversion or exercise thereof), subject to reduction as provided in Section 5.21 in respect of a Qualified Equity Financing. From and after the termination of the Authorized Share Conversion Restriction Period (as defined in the Convertible Notes), the Borrower shall at all times reserve from its authorized and unissued shares of Common Stock a sufficient number of shares of Common Stock for issuance exclusively pursuant to the Convertible Notes and Warrants the maximum number of shares that are then issuable (or may become issuable) upon the conversion or exercise of, or otherwise pursuant to, the Convertible Notes and Warrants (including, for the avoidance of doubt, the maximum number of Additional Shares that may be or become issuable thereunder (without regard to the Beneficial Ownership Cap, the Authorized Share Cap (as each such term is defined in the Convertible Notes and the Warrants) and any other limitation or restriction on the conversion or exercise thereof).

(b) The Borrower shall provide, free from preemptive rights, out of the Borrower's authorized but unissued shares or shares held in treasury, sufficient shares of Common Stock to provide for conversion of the Convertible Notes and exercise of any Warrants held by the Lenders from time to time as such Convertible Notes are presented for conversion (assuming that at the time of computation of such number of shares of Common Stock, all such Convertible Notes would be converted by Lenders into Conversion Shares without regard to any limitation on conversion) and cause all shares of Common Stock issued upon conversion of the Convertible Notes or exercise of any Warrants held by the Lenders to be fully paid and free from all taxes, liens and charges with respect to the issue thereof. The Conversion Shares, the Warrants, if any, and any Warrant Shares issuable upon exercise of the Warrants, if any, will be issued pursuant to a valid exemptions from registration under the Securities Act.

Section 5.13 Further Assurances. (a) Promptly upon (but in any event, within ten (10) Business Days after) the request of the Required Lenders (or Agent acting at the direction of the Required Lenders), the Loan Parties shall (and, subject to the limitations set forth herein and in the other Facility Documents, shall cause each of their Subsidiaries to) take such additional actions and execute such documents as the Required Lenders (or Agent acting at the direction of the Required Lenders) may reasonably require from time to time in order (a) to carry out more effectively the purposes of this Agreement or any other Facility Document, (b) to subject to the Liens created by any of the Facility Documents any of the assets or properties, rights or interests covered by any of the Facility Documents, (c) to perfect and maintain the validity, effectiveness and priority of any of the Facility Documents and the Liens intended to be created thereby, and (d) to better assure, grant, preserve, protect and confirm to the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Facility Document.

(b) Without limiting the generality of the foregoing, the Loan Parties shall cause each of their Subsidiaries (other than a Restricted Foreign Subsidiary) on the date of the formation (including pursuant to a Division/Series Transaction) or acquisition thereof, to guaranty the Obligations and to cause each such Subsidiary to grant to Agent, for the benefit of the Secured Parties, a security interest in, subject to the limitations set forth herein and in the Facility Documents, all of such Subsidiary's assets and property to secure such guaranty and to take such other actions reasonably requested by the Required Lenders with

respect to making any such Subsidiary a Loan Party under the Facility Documents. Furthermore, the Borrower shall notify Agent and the Lenders in writing on the date of (i) the formation (including pursuant to a Division/Series Transaction) or acquisition of any Subsidiary or (ii) the issuance by or to any Loan Party (other than by the Borrower) of any Stock. Each Loan Party shall pledge, and shall cause each of its Subsidiaries to pledge, all of the Stock of each of its Subsidiaries directly owned by a Loan Party, in each instance, to Agent, for the benefit of the Secured Parties, to secure the Obligations, promptly after (and in any event within ten (10) Business Days (or such later date as may be agreed to by the Required Lenders in their sole discretion) after) the date of (A) formation (including pursuant to a Division/Series Transaction) or acquisition of such Subsidiary or (B) the issuance of any shares of Stock of such Subsidiary. The Loan Parties shall deliver, or cause to be delivered, promptly after (and in any event within ten (10) Business Days (or such later date as may be agreed to by the Required Lenders in their sole discretion) after) such date to Agent and the Lenders, appropriate resolutions, secretary certificates, certified Organizational Documents and, if requested by any Lender, legal opinions relating to the matters described in this Section 6.12 (which opinions shall be in form and substance reasonably acceptable to the Required Lenders and, to the extent applicable, substantially similar to the opinions delivered on the Closing Date), in each instance with respect to (1) each Loan Party or Subsidiary formed (including pursuant to a Division/Series Transaction) or acquired and (2) each Loan Party or Person (other than a Loan Party) whose Stock is being pledged, in each case of clauses (1) and (2), after the Closing Date. In connection with each pledge of Stock, on or prior to the date of any such pledge of Stock, the Loan Parties shall deliver, or cause to be delivered, to Agent, irrevocable proxies and Stock powers and/or assignments, as applicable, duly executed in blank, in each case, in form and substance reasonably satisfactory to the Required Lenders.

(c) Without limiting the generality of the foregoing clause (a) and, except as otherwise approved in writing by the Required Lenders, if any Loan Party acquires fee title to any Real Estate with a fair market value in excess of $1,000,000, within thirty (30) days after such acquisition (or such later date as may be agreed by Agent in its sole discretion), such Person shall execute and/or deliver, or cause to be executed and/or delivered, to Agent, a fully executed Mortgage, a lender's title insurance policy issued by a title insurer reasonably satisfactory to Agent and, if requested by Agent, an appraisal and such other documentation or information, in each case in form and substance reasonably satisfactory to Agent.

Section 5.14 Environmental Matters. Each Loan Party shall, and shall cause each of its Subsidiaries to, comply with, and maintain its real estate, whether owned, leased, subleased or otherwise operated or occupied, in compliance with all applicable Environmental Laws or as is required by orders and directives of any Governmental Authority except where the failure to comply could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

Section 5.15 [Reserved].

Section 5.16 Section 5.16 Landlord Waivers. If requested by Agent, each Loan Party shall use commercially reasonable efforts to obtain, within sixty (60) days after the Closing Date, a landlord agreement or bailee or mortgagee waivers, as applicable, from the lessor of each leased property, bailee in possession of any Collateral or mortgagee of any owned property with respect to (to the extent leased) the Borrower's headquarters and each location where any material amount of Collateral is located or where material books and records are located, which agreement shall be reasonably satisfactory in form and substance to the Required Lenders.

Section 5.17 Cash Management Systems. Each Loan Party shall enter into, and cause each depository, securities intermediary or commodities intermediary to enter into, Control Agreements with respect to each of its deposit, securities, commodity or similar accounts maintained by such Person (other than (i) any payroll account used exclusively therefor, and(ii) any withholding tax account, any fiduciary account, any escrow account or trust account (such accounts in clauses (i) and (ii), the "Excluded

Accounts")) as of and after the Closing Date; provided, however, that the Loan Parties shall have until the date that is thirty (30) days following the Closing Date (or such later date as may be agreed to by the Required Lenders in their sole discretion) to comply with the provisions of this Section 5.17 with regard to such accounts (other than Excluded Accounts) of the Loan Parties existing on the Closing Date.

Section 5.18 Disclosure; No MNPI.

(a) At or prior to 8:00 a.m. (New York City time) on the first Business Day following the Closing Date, the Borrower shall file with the SEC one or more Forms 8-K describing the terms of the Transactions and the other transactions contemplated by the Facility Documents, and including as exhibits to such Form(s) 8-K this Agreement (including the schedules and exhibits hereto not otherwise filed), the Registration Rights Agreement and the forms of Disbursement Loan Convertible Note, Original Loan Convertible Note and Warrant, in each case without any redactions except which have been mutually agreed upon (such Form or Forms 8-K, collectively, the "Announcing Form 8-K"). Subject to the foregoing, no Loan Party shall (and no Loan Party shall permit any of its Affiliates to) issue any press releases or any other public statements with respect to the transactions contemplated by any Facility Document or disclosing the name of the Agent, any Lender or any of its Affiliates; provided, however, that the Borrower shall be entitled, without the prior approval of the Agent or any Lender, to make any press release or other public disclosure with respect to such transactions (i) in substantial conformity with the Announcing Form 8-K and contemporaneously therewith and (ii) as is required by Law and regulations (provided that each Lender Party shall be consulted by the Borrower in connection with any such press release or other public disclosure prior to its release and shall be provided with a copy thereof).

(b) Upon the filing of the Announcing Form 8-K, the Borrower and its Subsidiaries shall have disclosed all material, non-public information (if any) regarding any Loan Party, its securities, any Loan Party, its securities, any of its Affiliates or any other Person provided or made available to any Lender Party or any of its Affiliates, attorneys, agents or representatives by any Loan Party or any of its employees, officers, directors (or equivalent persons), attorneys, agents or representatives on or prior to the Closing Date. Each Loan Party shall not, and shall cause each of its employees, officers, directors (or equivalent persons), Affiliates, attorneys, agents and representatives to not, provide the Agent, any Lender or any of its Affiliates, attorneys, agents or representatives with any material nonpublic information regarding any Loan Party, its securities, any of its Affiliates or any other Person from and after the Closing Date without the express prior written consent of the Agent or such Lender, as applicable. Each Loan Party hereby acknowledges and agrees that neither the Agent nor any Lender (nor any of such Person's Affiliates, attorneys, agents or representatives) shall have any duty of trust or confidence (including any obligation under any confidentiality or non-disclosure agreement entered into by such Person) with respect to, or any obligation not to trade in any securities while aware of, any material nonpublic information (i) provided by, or on behalf of, any Loan Party, any of its Affiliates or any of its officers, directors (or equivalent persons), employees, attorneys, agents or representatives in violation of any of the representations, covenants, provisions or agreements set forth in this Section 5.18 or (ii) otherwise possessed (or continued to be possessed) by any Lender Party (or any Affiliate, agent or representative thereof) as a result of any breach or violation of any representation, covenant, provision or agreement set forth in this Section 5.18 or Section 3.28(j).

(c) Notwithstanding anything to the contrary herein, in the event that any Loan Party believes that a notice or communication to any Secured Party or any of its Affiliates, attorneys, agents or representatives contains Inside Information, the Borrower shall, prior to the delivery of such notice or communication, (i) so indicate to such Secured Party, and such indication shall provide such Secured Party the means to refuse to receive such notice or communication, and in the absence of any such indication, the Secured Parties, the other holders of the Securities and their respective Affiliates, agents and representatives shall be allowed to presume that all matters relating to such notice or communication do not constitute

Inside Information and (ii) provide such notice or communication to counsel to such Secured Party (which shall be Katten Muchin Rosenman LLP (Attn: Mark D. Wood)) or such other counsel as shall have been designated in writing by such Secured Party. In the event that, in compliance with the foregoing, the Borrower indicates to a Secured Party that a notice or other communication contains Inside Information and such Secured Party then refuses to accept such notice or other communication, the Borrower shall be excused from any obligation hereunder to provide such notice or other communication to such Secured Party (subject to the Borrower's obligation to provide such notice or communication to counsel for such Secured Party). In the event that the Borrower either (A) fails to indicate that a notice or communication to a Secured Party contains Inside Information or otherwise provides any Secured Party with Insider Information without such Secured Party's prior written consent or (B) provides such notice or communication to any Secured Party notwithstanding any such Secured Party's refusal in writing to receive such notice or communication, such Secured Party shall have the right to make a public disclosure in the form of a press release, public advertisement or otherwise of the applicable Inside Information without the prior approval by any Loan Party, its Subsidiaries or Affiliates, or any of its or their respective officers, directors (or equivalent persons), employees, attorneys, representatives or agents, and no Secured Party (nor any of its Affiliates, agents or representatives) shall have any liability to any Loan Party, any of its Subsidiaries or Affiliates or any of its or their respective officers, directors (or equivalent persons), employees, stockholders, attorneys, representatives or agents for any such disclosure.

(d) Notwithstanding the foregoing, to the extent the Borrower reasonably and in good faith determines that it is necessary to disclose material non-public information to the Agent or any Lender for purposes relating to any of the Facility Documents (a "Necessary Disclosure"), the Borrower shall inform counsel to the Agent (which shall be Katten Muchin Rosenman LLP or such other counsel as shall have been designated in writing by the Agent) of such determination without disclosing the applicable material non-public information, and the Borrower and such counsel on behalf of the Agent shall endeavor to agree upon a process for making such Necessary Disclosure to the applicable Lender Party or its representatives that is mutually acceptable to the Agent and the Borrower (an "Agreed Disclosure Process"). Thereafter, the Borrower shall be permitted to make such Necessary Disclosure (only) in accordance with the Agreed Disclosure Process.

(e) Neither the Agent, any Lender nor any of their respective Affiliates shall be deemed to be in possession of any material non-public information because such information was provided to any attorney or agent of any such Person, and the Borrower agrees not to (and the Borrower agrees to cause its Affiliates not to) assert any contrary position.

Section 5.19 Major Transaction. The Borrower shall give each of the Lenders notice of a Major Transaction on a timely basis in accordance with Section 3 of each of the Convertible Notes. Each Lender, within the Major Transaction Conversion Period (as defined in the Convertible Notes), in the exercise of its sole discretion, may deliver a notice to the Borrower (the "Put Notice") that any or all of its Convertible Notes, including the principal amount thereof, any accrued and unpaid interest thereon, and any other amounts payable hereunder in respect thereof (including the Make Whole Amount and, if applicable, the Exit Fee) (collectively, the "Major Transaction Payment") shall be due and payable in cash. If any of the Lenders deliver a Put Notice, then simultaneously with consummation of such Major Transaction, the Borrower shall make the applicable Major Transaction Payment to each such Lender. The Borrower shall not consummate any Major Transaction without complying with the provisions of this Section 5.19.

Section 5.20 Listing of Stock. The Borrower shall take all actions reasonably necessary to cause the Common Stock to remain listed on the Principal Market during the Reporting Period. During the Reporting Period, the Borrower shall not, and shall cause each of the Subsidiaries not to, take any action that would be reasonably expected to result in the delisting or suspension or termination of trading of the

Common Stock on the Principal Market. The Loan Parties shall pay all fees, costs and expenses in connection with satisfying its obligations under this Section 5.20. At all times during the Reporting Period, (a) the Common Stock shall be eligible for clearing through DTC, through its Deposit/Withdrawal At Custodian (DWAC) system; (b) the Company shall be eligible and participating in the Direct Registration System (DRS) of DTC with respect to the Common Stock; (c) the transfer agent for the Common Stock is a participant in, and the Common Stock shall be eligible for transfer pursuant to, DTC's Fast Automated Securities Transfer Program (or successor thereto); and (d) the Borrower shall use its reasonable best efforts to cause the Common Stock to not at any time be subject to any DTC "chill," "freeze" or similar restriction with respect to any DTC services, including the clearing of shares of Common Stock through DTC, and, in the event the Common Stock becomes subject to any DTC "chill," "freeze" or similar restriction with respect to any DTC services, the Borrower shall use its reasonable best efforts to cause any such "chill," "freeze" or similar restriction to be removed at the earliest possible time.

Section 5.21 Equity Financing. The Borrower shall use its reasonable best efforts to, as soon as reasonably possible after the Closing Date, consummate one of more issuances of equity or equity securities (other than Disqualified Stock) in capital raising transactions (in the forms of "at-the-market" offerings, private placements or public offerings or otherwise), effected on an arm's length basis, that result in net proceeds to the Borrower of at least $20,000,000 and do not otherwise violate any of the provisions of this Agreement or any of the other Facility Documents (the "Equity Financing"). Notwithstanding anything to the contrary contained herein or in any other Facility Document, in the event that the Borrower consummates a Qualified Equity Financing, the number of shares of Common Stock reserved for issuance pursuant to the Convertible Notes may, at the Borrower's election, and provided that the Borrower shall then be in compliance with Section 5.22, be reduced by a number of shares of Common Stock equal to the lesser of (y) the Shortfall Share Number, and (z) 20,000,000 shares of Common Stock (subject to appropriate adjustment for any Stock Split that occurs following the Closing Date and prior to the consummation of such Qualified Equity Financing).

Section 5.22 Stockholder Approval; Proxy Materials.

(a) The Borrower covenants and agrees that it will use its reasonable best efforts to obtain the Stockholder Approval as soon as possible, and in any event within seventy (75) days following the Closing Date (the "Initial Stockholder Approval Deadline") or, if notwithstanding such efforts the Stockholder Approval is not obtained on or prior to the Initial Stockholder Approval Deadline, as soon as practicable thereafter.

(b) Without limiting the Borrower's obligations under Section 5.22(a), as promptly as reasonably practicable, and in any event within twenty-five (25) days, following the Closing Date, the Borrower shall prepare and file with the SEC, a preliminary proxy statement with respect to a special meeting of the Borrower's stockholder (the "Special Meeting") to be held for the sole purpose of considering the Proposal (any such proxy statement, as it may be amended or supplemented from time to time, and whether in preliminary or definitive form, the "Proxy Statement"). Each Proxy Statement shall include the Proposal (and shall not include any other proposal without the consent of the Required Lenders) and such information as may be necessary to enable the stockholders' consideration of the Proposal. Each Proxy Statement shall include the recommendation of the board of directors of the Borrower that stockholders vote in favor of the adoption of the Proposal at each Stockholders Meeting.

(c) The Borrower shall use its reasonable best efforts to have any comments to the Proxy Statement received from the SEC "cleared" or otherwise resolved as soon as possible after receipt of any such comments. The Borrower shall use its reasonable best efforts to (i) cause the Proxy Statement to be filed with the SEC in definitive form and mailed to the Borrower's stockholders and to hold the Special Meeting as soon as possible after the earliest of (A) the clearance or resolution of all SEC comments to the

Proxy Statement, (B) notification by the SEC that it has concluded its review of the Proxy Statement and (C) the conclusion of the ten (10)-day review period for preliminary proxy statements under Rule 14a-6(a) under the Exchange Act without receipt of any SEC comments or notice from the staff of the SEC that it will be reviewing the Proxy Statement and (ii) solicit the Stockholder Approval (including by retaining and utilizing the efforts of a nationally recognized proxy solicitation firm).

(d) In the event that the Stockholder Approval is not obtained at the first Special Meeting, the Borrower shall continue to call and hold special meetings of its stockholders as often as possible thereafter to seek the Stockholder Approval until the Stockholder Approval is obtained, and, in connection with each such Special Meeting, the Borrower shall comply with the provisions of Section 5.22(b).

(e) Promptly after the Stockholder Approval is obtained, and in any event within one (1) Business Day thereafter, the Borrower shall (i) deliver notice of the Stockholder Approval to Agent and file with the Commission a Form 8-K disclosing the same, (ii) file the Charter Amendment with the Secretary of State of the State of Delaware and cause the Charter Amendment to become effective immediately upon such filing or, if the Charter Amendment provides for a reverse split of the Common Stock, within twenty-four (24) hours following the filing thereof, and (iii) cause the maximum number of shares issuable, or that may become issuable, upon conversion or exercise of, or otherwise pursuant to the Convertible Notes and the Warrants (including, for the avoidance of doubt, the maximum number of Additional Shares that may become issuable pursuant to the Convertible Notes) to be reserved exclusively for issuance pursuant to the Convertible Notes and the Warrants.

(f) The Borrower agrees that (A) none of the information to be included or incorporated by reference in each Proxy Statement shall at the date it is first mailed to the Borrower's stockholders or at the time of each Stockholders Meeting or at the time of any amendment or supplement thereof, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, (B) each Proxy Statement shall comply as to form in all material respects with the requirements of the Exchange Act.

(g) Until such time as the Stockholder Approval shall have been obtained and the Charter Effective Time and any Reverse Split Effective Time shall have occurred, the Borrower shall not reserve from its authorized and unissued shares of Common Stock any shares of Common Stock for any purpose other than for issuance upon exercise of warrants issued in a Qualified Offering, if following such reservation, the number of authorized and unissued shares of Common Stock available and reserved exclusively for issuance pursuant to the Convertible Notes and Warrants would be insufficient to permit the conversion or exercise of the Convertible Notes and Warrants for the maximum number of shares issuable (or that may become issuable) upon the conversion or exercise thereof (including, for the avoidance of doubt, the maximum number of Additional Shares that may become issuable pursuant to the Convertible Notes).

Section 5.23 Post-Closing Obligations. Notwithstanding the conditions precedent set forth in Article IV or any other provision set forth herein to the contrary above, the Borrower has informed the Agent and the Lenders that certain of such items required to be delivered to the Agent or performed or otherwise satisfied as conditions precedent to the effectiveness of this Agreement will not be delivered to Agent as of the date hereof. Therefore, with respect to the items set forth on Schedule 5.23 (collectively, the "Post-Closing Items"), the Borrower shall deliver (or otherwise satisfy) each Post-Closing Item to the reasonable satisfaction of the Agent in the form, manner and time set forth on such Schedule 5.23 for such Post-Closing Item or within such longer time or different form or manner as the Agent may agree in its reasonable discretion.

ARTICLE 6
NEGATIVE COVENANTS

For so long as the Obligations (other than unasserted contingent indemnification obligations) remain outstanding:

Section 6.1 Debt; Contingent Obligations. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, create, incur, assume, guarantee or otherwise become or remain directly or indirectly liable with respect to, any Debt, except for Permitted Debt. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, create, assume, incur or suffer to exist any Contingent Obligations, except for Permitted Contingent Obligations.

Section 6.2 Liens. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except for Permitted Liens.

Section 6.3 Distributions. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for any Distribution, except for Permitted Distributions.

Section 6.4 Restrictive Agreements. No Loan Party will, or will permit any Subsidiary to, directly or indirectly (a) enter into or assume any agreement (other than the Facility Documents and any agreements for purchase money debt permitted under clause (c) of the definition of Permitted Debt) prohibiting the creation or assumption of any Lien upon its properties or assets, whether now owned or hereafter acquired, or (b) create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind (except as provided by the Facility Documents) on the ability of any Subsidiary to: (i) pay or make Distributions to any Loan Party or any Subsidiary; (ii) pay any Debt owed to any Loan Party or any Subsidiary; (iii) make loans or advances to any Loan Party or any Subsidiary; or (iv) transfer any of its property or assets to any Loan Party or any Subsidiary.

Section 6.5 Payments and Modifications of Subordinated Debt and Other Debt. No Loan Party will, or will permit any Subsidiary to, directly or indirectly (a) declare, pay, make or set aside any amount for payment in respect of Subordinated Debt, except for payments made in full compliance with and expressly permitted under the Subordination Agreement, (b) amend or otherwise modify the terms of any Subordinated Debt, except for amendments or modifications made in full compliance with the Subordination Agreement, (c) declare, pay, make or set aside any amount for payment in respect of any Debt hereinafter incurred that, by its terms, or by separate agreement, is subordinated to the Obligations, except for payments made in full compliance with and expressly permitted under the subordination provisions applicable thereto, (d) declare, pay, make or set aside any amount for payment in respect of the Project Destiny Deferred Consideration if an Event of Default has occurred and is continuing or would result from the making of any such payment (unless Agent and Required Lenders have provided their prior written consent to the making of such payment), (e) (i) declare, pay, make or set aside any amount for payment in respect of Project Hurricane Deferred Consideration if an Event of Default has occurred and is continuing or would result from the making of any such payment (unless Agent and Required Lenders have provided their prior written consent to the making of such payment), or (ii) notwithstanding anything in this Agreement to the contrary, declare, pay, make or set aside any amount for payment in respect of any of the Project Hurricane Deferred Consideration in cash to the extent that Borrower shall be permitted under the Project Hurricane Acquisition Agreement to satisfy such Project Hurricane Deferred Consideration through the issuance of shares Common Stock, even if the making of such payment would not otherwise be prohibited by subclause (i) of this clause (e) (unless, with respect to this clause (e)(ii), Agent, in its sole discretion, consents to the use of cash to effect such payment), or (f) amend or otherwise modify the terms

of any such Debt if the effect of such amendment or modification is to (i) increase the interest rate or fees on, or change the manner or timing of payment of, such Debt, (ii) accelerate or shorten the dates upon which payments of principal or interest are due on, or the principal amount of, such Debt, (iii) change in a manner materially adverse to any Loan Party or Agent any event of default or add or make more restrictive any covenant with respect to such Debt, (iv) change the prepayment provisions of such Debt or any of the defined terms related thereto, (v) change the subordination provisions thereof (or the subordination terms of any guaranty thereof), or (vi) change or amend any other term if such change or amendment would materially increase the obligations of the obligor or confer additional material rights on the holder of such Debt in a manner adverse to Loan Parties, any Subsidiaries, Agent or Lenders. Loan Parties shall, prior to entering into any such amendment or modification, deliver to Agent reasonably in advance of the execution thereof, any final or execution form copy thereof.

Section 6.6 Consolidations; Mergers.

(a) No Loan Party will, or will permit any Subsidiary to, directly or indirectly consolidate or merge or amalgamate with or into any other Person other than (i) consolidations or mergers among Loan Parties (provided that in any merger involving Sientra, Sientra shall be the surviving entity), (ii) consolidations or mergers among a Guarantor and a Loan Party so long as the Borrower is the surviving entity, (iii) consolidations or mergers among Guarantors, (iv) consolidations or mergers among Subsidiaries that are not Loan Parties and (v) consolidations or mergers in connection with a Permitted Acquisition (provided that in any merger involving Sientra, Sientra shall be the surviving entity and in any merger involving a Loan Party other than Sientra, the surviving entity shall be or become a Loan Party).

(b) The Loan Parties may enter into and consummate Major Transactions (and enter into agreements with respect thereto), subject to the Loan Parties' compliance with the terms of the Facility Documents and their satisfaction of their obligations therein in respect thereof.

Section 6.7 Purchase of Assets, Investments. No Loan Party will, or will permit any Subsidiary to, directly or indirectly:

(a) (i) make any Acquisition other than a Permitted Acquisition or (ii) acquire or own any other Investment other than Permitted Investments;

(b) without limiting clause (a), otherwise acquire or enter into any agreement to acquire any assets other than (i) in the Ordinary Course of Business, (ii) constituting capital expenditures, or (iii) constituting replacement assets purchased with proceeds of property insurance policies, awards or other compensation with respect to any eminent domain, condemnation or similar proceeding; or

(c) engage or enter into any agreement to engage in any joint venture or partnership with any other Person.

Section 6.8 Transactions with Affiliates. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of any Loan Party, except:

(a) transactions permitted by Section 6.3 of this Agreement;

(b) customary compensation and indemnification of, and other employment arrangements with, directors, officers and employees of Borrower or any Subsidiary in the Ordinary Course of Business;

(c) [Reserved];

(d) transactions that are disclosed to Agent in advance of being entered into and which contain terms that are no less favorable to the applicable Borrower or any Subsidiary, as the case may be, than those which might be obtained from a third party not an Affiliate of any Loan Party; and

(e) transactions disclosed on Schedule 6.8 on the Closing Date.

Section 6.9 Modification of Organizational Documents. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, amend or otherwise modify any Organizational Documents of such Person, except for Permitted Modifications.

Section 6.10 Financial Covenants. (a) **Minimum Revenue**. The Borrower shall not permit the consolidated revenue of the Borrower and its Subsidiaries on a consolidated basis for any fiscal quarter (as determined in accordance with GAAP, consistent with past practice, and set forth in as the audited financial statements filed with the SEC for, and the Compliance Certificate delivered in respect of, such fiscal year) to be less than the amount set forth opposite the applicable fiscal quarter in the table below.

Fiscal Quarter Ending	Minimum Revenue
December 31, 2022	$18,000,000
March 31, 2023	$21,250,000
June 30, 2023	$21,250,000
September 30, 2023	$21,250,000
December 31, 2023	$21,250,000
March 31, 2024, and each fiscal quarter end thereafter	$26,250,000

(b) **Minimum Cash Balance**. The Borrower and its Subsidiaries shall, at all times after the first anniversary of the Closing Date, maintain, on a consolidated basis, a minimum aggregate amount of unrestricted cash in deposit accounts subject by a Control Agreement in favor of Agent (for the benefit of the Secured Parties) equal to no less than $10,000,000.

Section 6.11 Conduct of Business. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, engage in any line of business other than those businesses engaged in on the Closing Date and similar, related or complementary businesses reasonably related, ancillary or supplemental thereto or incidental thereto or reasonably expansive thereof.

Section 6.12 Compliance with Anti-Corruption Laws. Agent hereby notifies Loan Parties that pursuant to the requirements of Anti-Terrorism Laws, and Agent's policies and practices, Agent is required to obtain, verify and record certain information and documentation that identifies Loan Parties and its principals, which information includes the name and address of each Loan Party and its principals and

such other information that will allow Agent to identify such party in accordance with Anti-Terrorism Laws. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, knowingly enter into any Material Contracts with any Blocked Person or any Person listed on the OFAC Lists. Each Loan Party shall immediately notify Agent if such Loan Party has knowledge that any Loan Party, any additional Loan Party or any of their respective Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is or becomes a Blocked Person or (a) is convicted on, (b) pleads nolo contendere to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. No Loan Party will, or will permit any Subsidiary to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

Section 6.13 Accounting Changes. No Loan Party shall, and no Loan Party shall suffer or permit any of its Subsidiaries to, (a) make any significant change in accounting treatment or reporting practices, except as required by GAAP, or (b) change the fiscal year or method for determining the fiscal quarters of any Loan Party or of any consolidated Subsidiary of any Loan Party.

Section 6.14 Dispositions. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, dispose of (whether in one or a series of transactions) any assets or property (including the Stock of any Subsidiary of any Loan Party, whether in a public or private offering or otherwise, and accounts and notes receivable, with or without recourse), or, directly or indirectly, issue, sell or otherwise transfer or provide a controlling, management or other interest in, any Stock of any Loan Party or any of its Subsidiaries, except for:

(a) Dispositions of (i) inventory, goods or services or (ii) worn-out, obsolete, damaged or surplus equipment, in each case of clause (i) and (ii), in the ordinary course of business;

(b) (i) Dispositions of Cash Equivalents in the ordinary course of business made to a Person that is not an Affiliate of any Loan Party and (ii) conversions of Cash Equivalents into cash or other Cash Equivalents;

(c) Permitted Investments, to the extent any such Investment constitutes a Disposition;

(d) the sale of (i) the Stock of any Subsidiary of the Borrower to the Borrower or any Loan Party and (ii) the Stock of any Subsidiary of the Borrower that is not a Loan Party to any other Subsidiary of the Borrower that is not a Loan Party;

(e) the transfer of any assets or property by a Loan Party (other than the Borrower) to another Loan Party;

(f) Dispositions of past due accounts receivable in the ordinary course of business (including any discount and/or forgiveness thereof) or, in the case of accounts receivable in default, in connection with the collection or compromise thereof and in any event, not involving any securitization or factoring thereof, in the ordinary course of business;

(g) (i) any termination of any lease, (ii) any expiration of any option agreement in respect of real or personal property, (iii) any surrender or waiver of contractual rights or the settlement,

release or surrender of contractual rights or litigation claims (including in tort) and (iv) any lease or sublease of real property not useful in the conduct of the business of the Borrower or its Subsidiaries, in the case of each of the foregoing clauses (i) through (iv), in the ordinary course of business;

(h) Dispositions by way of any involuntary loss, damage or destruction of property or any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(i) Dispositions so long as (i) the assets subject to such Dispositions are assets or property that are not material to the operation of the business (or the business) of the Loan Parties and sold for fair value, as determined by the Borrower in good faith, (ii) at least 75% of the consideration therefor is cash or cash equivalents, and (iii) the aggregate net cash proceeds received in respect of such Dispositions in any 12 month period does not exceed $1,000,000.

Section 6.15 Burdensome Agreements and Negative Pledges. No Loan Party shall, and no Loan Party shall permit any of its Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual restriction or encumbrance of any kind on the ability of any Loan Party or Subsidiary to pay dividends or make any other distribution on any of such Loan Party's or Subsidiary's Stock or to pay fees, including management fees, or make other payments and distributions to any Loan Party or any of its Subsidiaries, except for those in the Facility Documents. No Loan Party shall, and no Loan Party shall permit any of its Subsidiaries to, directly or indirectly, enter into, assume or become subject to any obligation prohibiting or otherwise restricting the existence of any Lien upon any of its assets, whether now owned or hereafter acquired, in favor of Agent or any other Secured Party or prohibit or otherwise restrict the Disposition of any assets of any Loan Party or any of its Subsidiaries, except, in each case, those set forth in the Facility Documents.

Section 6.16 Hazardous Materials. No Loan Party shall, and no Loan Party shall permit any of its Subsidiaries to, directly or indirectly, cause or suffer to exist any Release of any Hazardous Material at, to or from any Real Estate that would violate or form the basis of Liability under any Environmental Law, other than such violations or liabilities that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

ARTICLE 7
EVENTS OF DEFAULT

Section 7.1 Events of Default. Any of the following events, conditions or other occurrences shall constitute an "Event of Default":

(a) The Borrower or any other Loan Party shall have failed (i) to pay when and as required to be paid herein or in any other Facility Document, any amount of principal of any Loan, including upon maturity of the Loans, or (ii) to pay within three (3) Business Days after the same shall become due, interest on any Loan, or any fee or any other amount or Obligation payable hereunder or pursuant to any other Facility Document.

(b) Any Loan Party shall have failed to comply with or observe (i) 5.2(b), 5.3, 5.4(c), 5.6, 5.9, 5.10,5.12, 5.13, 5.18, 5.19. 5.20, 5.21 or Article 6, any covenant contained in the Exchange Agreement or any covenant contained in the Convertible Notes (including any Conversion Failure (as defined in the Convertible Notes)) or the Warrants or (ii) any covenant contained in this Agreement or in any other Facility Document (other than occurrences described in other provisions of this Section 7.1 for which a different grace or cure period is specified or for which no grace or cure period is specified and thereby constitute immediate Events of Default) and such default is not remedied by the Loan Party or

waived by Agent within fifteen thirty (30) days after the earlier of (A) receipt by Borrower of notice from Agent or Required Lenders of such default, or (B) the date on which any officer of any Loan Party or any of its subsidiaries becomes aware of such default.

(c) Any representation or warranty made or deemed made by any Loan Party in any Facility Document shall have been incorrect, false or misleading in any material respect (except to the extent that such representation or warranty is qualified by reference to materiality or Material Adverse Effect, to which extent it shall have been incorrect, false or misleading in any respect) as of the date it was made or deemed made.

(d) (i) Failure of any Loan Party to pay when due or within any applicable grace period any principal, interest or other amount on Debt (other than the Loans), or the occurrence of any breach, default, condition or event with respect to any Debt (other than the Loans), if the effect of such failure or occurrence is to cause or to permit the holder or holders of any such Debt, or to cause, Debt or other liabilities having a principal amount, individually or in the aggregate, in excess of $1,000,000 to become or be declared due prior to its stated maturity, or (ii) the occurrence of any breach or default under any terms or provisions of any Subordinated Debt Document or under any agreement subordinating the Subordinated Debt to all or any portion of the Obligations or the occurrence of any event requiring the prepayment of any Subordinated Debt.

(e) Any Loan Party or any Subsidiary of a Loan Party shall commence a voluntary case or other proceeding 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 seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing.

(f) An involuntary case or other proceeding shall be commenced against any Loan Party or any Subsidiary of a Loan Party seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of forty-five (45) days; or an order for relief shall be entered against any Loan Party or any Subsidiary of a Loan Party under applicable federal bankruptcy, insolvency or other similar law in respect of (i) bankruptcy, liquidation, winding-up, dissolution or suspension of general operations, (ii) composition, rescheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts or obligations, or (iii) possession, foreclosure, seizure or retention, sale or other disposition of, or other proceedings to enforce security over, all or any substantial part of the assets of such Loan Party or Subsidiary.

(g) (i) Institution of any steps by any Person to terminate a Pension Plan if as a result of such termination any Loan Party or any member of the Controlled Group could be required to make a contribution to such Pension Plan, or could incur a liability or obligation to such Pension Plan, in excess of $1,000,000, (ii) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA or Section 430(k) of the Code or an event occurs that could reasonably be expected to give rise to a Lien under Section 4068 of ERISA, or (iii) there shall occur any withdrawal or partial withdrawal from a Multiemployer Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Plans as a result of such withdrawal (including any outstanding withdrawal liability that

any Loan Party or any member of the Controlled Group have incurred on the date of such withdrawal) exceeds $1,000,000.

(h) one or more judgments or orders for the payment of money (not paid or fully covered by insurance maintained in accordance with the requirements of this Agreement and as to which the relevant insurance company has acknowledged coverage) aggregating in excess of $1,000,000 shall be rendered against any or all Loan Parties and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgments or orders, or (ii) there shall be any period of thirty (30) consecutive days during which a stay of enforcement of any such judgments or orders, by reason of a pending appeal, bond or otherwise, shall not be in effect.

(i) Any material provision of any Facility Document shall for any reason cease to be valid and binding on or enforceable against any Loan Party or any Subsidiary of any Loan Party party thereto; (B) any Loan Party shall announce or state in writing that it will not honor, or shall bring an action to limit, any of its obligations or liabilities under any Facility Document (including obligations to issue Warrant Shares upon exercise of the Warrants and obligations to issue Conversion Shares upon conversion of the Convertible Notes); (C) any Facility Document shall for any reason (other than pursuant to the terms thereof) cease to create a valid security interest in a material portion of the Collateral (to the extent that such perfection or priority is required hereby) purported to be covered thereby or such security interest shall for any reason cease to be a perfected and first priority security interest on a material portion of the Collateral; or (D) any of the Obligations shall cease to be secured by a material portion of the Collateral.

(j) The institution by any Governmental Authority of criminal proceedings against any Loan Party.

(k) any Loan Party makes any payment on account of any Debt that has been subordinated to any of the Obligations, other than payments specifically permitted by the terms of such subordination;

(l) There shall occur any revocation, suspension, termination, rescission, non-renewal (except for any such non-renewal at the election of a Loan Party or a Subsidiary of a Loan Party as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect) or forfeiture or any similar final administrative action with respect to one or more Regulatory Required Permits, in each case, of any Loan Party or any Subsidiary of any Loan Party that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(m) The Common Stock shall cease to be registered under the Exchange Act.

(n) A Change of Control shall have occurred.

(o) The occurrence of a "Conversion Failure" (as such term is defined in the Convertible Notes) or any Event of Default (as such term is defined in the Warrants).

(p) The Stockholder Approval shall not have been obtained, or the Charter Effective Time or any Reverse Split Effective Time, shall not have occurred prior to 5:00 p.m. (New York City time) on April 12, 2023.

Section 7.2 Remedies. Upon the occurrence and during the continuance of any Event of Default the Required Lenders may direct Agent to:

(a) declare all or any portion of the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Facility Document (including, if applicable, the Make Whole Amount and Exit Fee) to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Loan Party;

(b) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Facility Documents or applicable law;

provided, however, upon the occurrence of any event specified in Section 7.1(d) above, the obligation of each Lender to make Loans shall automatically terminate and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid (including, if applicable, the Make Whole Amount and Exit Fee) shall automatically become due and payable without further act of Agent or any Lender.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Notices. Any notices or other information (including an financial information) required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally or by courier (including a recognized overnight delivery service) or by email and shall be effective five (5) days after being placed in the mail, if mailed by regular United States mail, or upon receipt, if delivered personally or by courier (including a recognized overnight delivery service), or when received by email in each case addressed to a party as follows (or such other address or email address provided by such party to such other parties pursuant to the below (or such later address or email address provided in accordance herewith):

Sientra, Inc.
420 South Fairview Avenue, Suite 200
Santa Barbara, CA 93117
Email: oliver.bennett@sientra.com
Attn: Oliver Bennett, Esq.

With a copy to (which shall not be deemed to constitute notice):

DLA Piper LLP (US)
4365 Executive Dr., Suite 1100
San Diego, CA 92121
Email: michael.kagnoff@dlapiper.com
Attn: Michael Kagnoff, Esq.

If to Agent:

c/o Deerfield Management Company, L.P.
345 Park Avenue South, 12th Floor
New York, New York 10010
E-mail: legalnotice@deerfield.com

With a copy to:

Alter Domus
225 West Washington St, 9th Floor,
Chicago, Illinois, 60606
E-mail: Legal_Agency@alterdomus.com and DeerfieldAgency@alterdomus.com
Attn: Legal Department and Mike Kumor, Director

With a copy to (which shall not be deemed to constitute notice):

Katten Muchin Rosenman LLP
525 W. Monroe Street Chicago, IL 60661
E-mail: mark.wood@katten.com and andrew.lillis@katten.com
Attn: Mark D. Wood and Andrew C. Lillis

If to any Lender, the information for notices included on Schedule 2.3 or pursuant to any assignment agreement assigning any Obligations to any new Lender.

Section 8.2 Cost and Expense Reimbursement. The Loan Parties agree to pay on or prior to the Closing Date and, within ten (10) Business Days after delivery of an invoice therefor, after the Closing Date, (a) all reasonable and documented costs and expenses of the Secured Parties of negotiation, preparation, execution, delivery, filing and administration of the Facility Documents (including the fees of any service provider, including, without limitation Alter Domus (US) LLC, engaged by Agent to perform administrative functions on its behalf) and any consents, amendments, waivers or other modifications thereto (whether or not any such consent, amendment, waiver or other modification is ultimately consummated), (b) all reasonable and documented fees, costs and expenses of legal counsel to the Agent and the Secured Parties in connection with the negotiation, preparation, execution and administration of the Facility Documents and any consents, amendments, waivers or other modifications thereto and any other documents or matters requested by the Borrower or any other Loan Party related thereto, (c) all reasonable and documented fees, costs and expenses of creating and perfecting Liens in favor of Agent (on behalf of the Secured Parties) pursuant to any Facility Document, including filing and recording fees, expenses and Taxes, search fees, title insurance premiums, and fees, costs, expenses and disbursements of counsel to each Secured Party and of counsel providing any opinions that any Secured Party may request in respect of any Facility Documents, Warrant Shares or Conversion Shares or the Liens created pursuant to the Facility Documents, (d) all reasonable and documented costs and expenses incurred by the Agent in connection with the custody or preservation of any of the Collateral, (e) all reasonable and documented costs and expenses, including fees, costs and expenses of one outside legal counsel to the Secured Parties (taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Secured Parties, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Secured Parties, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Secured Parties, taken as a whole), and fees, costs and expenses of accountants, advisors and consultants, incurred by any Secured Party relating to efforts to protect, evaluate, assess or dispose of any of the Collateral, (f) all reasonable and documented costs and expenses, including fees, costs and expenses of one outside legal counsel to Agent and the Secured Parties (taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Secured Parties, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Secured Parties, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Secured Parties, taken as a whole) incurred by each Secured Party in enforcing any of the Facility Documents or any Obligations of, or in collecting any payments due from, any Loan Party hereunder or under the other Facility Documents (including in connection with the sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Facility Documents) or in connection with any refinancing or restructuring of the

credit arrangements provided under this Agreement in the nature of a "work-out" or pursuant to any proceeding or event of the type set forth in Section 7.1(e) or Section 7.1(f), (g) the cost of purchasing insurance that the Loan Parties fail to obtain as required by the Facility Documents, and (h) all fees, costs and expenses (including costs and expenses of counsel) incurred by any Secured Party in connection with the enforcement of its rights or remedies under the Facility Documents after the occurrence or during the continuance of an Event of Default. Without limiting any of the foregoing provisions of this Section 8.2, any action taken by any Loan Party under or with respect to any Facility Document, even if required under any Facility Document or at the request of Agent or any other Secured Party, shall be at the sole expense of such Loan Party, and neither Agent nor any other Secured Party shall be required under any Facility Document to reimburse any Loan Party or any Subsidiary of any Loan Party therefor. The obligations and provisions contained in this Section 8.2 shall survive the termination of this Agreement and the repayment of the Obligations.

Section 8.3 Governing Law; Venue; Jurisdiction; Service of Process; WAIVER OF JURY TRIAL.

(a) This Agreement and the other Facility Documents (unless otherwise expressly stated therein) shall be governed by and construed and enforced in accordance with the laws of the State of New York.

(b) Each Party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and, unless otherwise expressly stated therein, the other Facility Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, borough of Manhattan (and, in each case, the applicable state and federal appeals courts sitting in the City of New York or, if not available or applicable, the State of New York). Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan for the adjudication of any dispute hereunder or under the other Facility Documents or in connection herewith or with the other Facility Documents or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding; provided that nothing in this Agreement or in any other Facility Document shall limit the right of the Agent or any Lender to commence any suit, action or proceeding in federal, state or other court of any other jurisdiction to the extent the Agent or such Lender determines that such suit, action or proceeding is necessary or appropriate to exercise its rights or remedies under this Agreement or any of the other Facility Documents.

(c) Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

(d) **THE PARTIES HERETO, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE OTHER FACILITY DOCUMENTS AND ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO AGENT, REPRESENTATIVE OR OTHER PERSON AFFILIATED WITH OR RELATED TO ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR**

OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE FACILITY DOCUMENTS, AS APPLICABLE, BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.3. EACH OF THE PARTIES HERETO REPRESENT AND WARRANT THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THE JURY WAIVER CONTAINED IN THIS SECTION 8.3 WITH LEGAL COUNSEL.

Section 8.4 Successors and Assigns.

(a) This Agreement shall bind and inure to the respective successors and permitted assigns of the Parties, except that no Loan Party may assign or otherwise transfer all or any part of its rights or obligations (including the Obligations) under the Facility Documents without the prior written consent of all of the Lenders, and any prohibited assignment by any of the Loan Parties shall be absolutely void *ab initio*.

(b) Any Lender may assign or transfer its rights or the Obligations owing to it under the Facility Documents, including the Convertible Notes, to any Person without the consent of any Party. Notwithstanding the anything contained in this Agreement or any other Facility Document to the contrary, prior to the occurrence of an Event of Default, Agent may not assign its rights under this provision to a Competitor. Upon a Lender's assignment of any of the Loans held by it (in accordance with this Section 8.4(b)) and the Convertible Notes, the Agent shall record the identity of the transferee and other relevant information in the Register, and the transferee shall (to the extent of the interests transferred to such transferee) have all the rights and obligations of, and shall be deemed, a Lender with respect to such Loan (as applicable) hereunder or under the other Facility Documents. For the avoidance of doubt, each assignment or transfer of the rights or Obligations of any Lender shall be subject only to the following conditions: (i) the parties to each assignment or transfer shall execute and deliver to Agent an Assignment and Assumption, (ii) the parties to each assignment shall send the Agent a recordation and processing fee of $3,500 and (ii) upon the reasonable request by Agent, the assignee or transferee shall provide all documentation and other information reasonably determined by Agent to be required by applicable regulatory authorities required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

(c) In addition to the other rights provided in this Section 8.4, each Lender may grant a security interest in, or otherwise assign as collateral, any of its rights under the Facility Documents, whether now owned or hereafter acquired (including rights to payments of principal or interest on the Loans), to any holder of, or trustee for the benefit of the holders of, such Lender's Debt or equity securities.

(d) Each Loan Party acknowledges and agrees that the Securities may be pledged by a holder thereof in connection with a bona fide margin agreement or other loan, financing or Debt secured by the Securities. The pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities under the Facility Documents, and no such holder effecting any such pledge of Securities shall be required to provide any Loan Party or any of its Subsidiaries with any notice thereof or otherwise make any delivery to any Loan Party pursuant to any Facility Document. Each Loan Party hereby agrees, and agrees to cause each of its Subsidiaries, to execute and deliver such documentation as a pledgee of the Securities may reasonably request in connection with a pledge of the Securities to such pledgee by a holder of Securities.

Section 8.5 Entire Agreement; Amendments.

(a) The Facility Documents contain the entire understanding of the Parties with respect to the matters covered thereby and supersede any and all other written and oral communications, negotiations, commitments and writings with respect thereto.

(b) Subject to the provisions of Section 8.5(c), no amendment, restatement, modification, supplement, change, termination or waiver of any provision of this Agreement or the other Facility Documents (other than the Warrants, any Control Agreement or any similar agreement or any landlord agreement or bailee or mortgagee waiver, each of which may be amended, restated, supplemented, changed, terminated or waived in accordance with the terms thereof), and no consent to any departure by any Loan Party therefrom shall in any event be effective without the written concurrence of the Borrower and the Required Lenders.

(c) No amendment, restatement, supplement, modification, change, termination, waiver or consent of any provision of any Facility Document shall, unless in writing and signed by Agent, (i) amend, restate, supplemented, modify, change, terminate or waive (or consent to any diversion from) any provision of this Section 8.5(c) or of any other provision of this Agreement or any other Facility Document that, by its terms, expressly requires the approval or concurrence of Agent, (ii) reduce the amount or postpone the due date of or waives any fees, expenses and/or indemnities payable to Agent hereunder or under the other Facility Documents (including, without limitation, the Make Whole or the Exit Fee) or (iii) or otherwise affect the rights, benefits, liabilities or duties of Agent under this Agreement or any other Facility Document. Notwithstanding anything to the contrary in Section 8.5(b), Agent and the Borrower may amend or modify this Agreement and any other Facility Document to (A) cure any ambiguity, omission, defect or inconsistency therein, and (B) grant a new Lien to Agent, for the benefit of the Lender Parties, extend an existing Lien over additional property for the benefit of the Lender Parties or join additional Persons as Loan Parties.

(d) No consideration shall be offered or paid (in any form, whether cash, capital stock, other property or otherwise) to any Lender to amend, restate, supplement, modify or change or consent to a waiver of (or a diversion from) any provision of any of the Facility Documents unless the same consideration also is offered to all of the Lenders under the Facility Documents.

Section 8.6 Severability. If any provision of this Agreement or any of the other Facility Documents shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

Section 8.7 Counterparts. This Agreement may be executed in several counterparts, and by each Party on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 8.8 Survival.

(a) All representations and warranties made in the Facility Documents, and in any document, certificate or statement delivered pursuant thereto or in connection therewith shall survive the execution and delivery of this Agreement and the other Facility Documents and the making of the Loan hereunder or thereunder, regardless of any investigation made by any such other Party or on its behalf. Such

representations and warranties have been or will be relied upon by the Agent and each Lender, regardless of any investigation made by the Agent or any Lender or on their behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default or Event of Default at the time of the making of any Loan, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied, in each case, other than contingent obligations not due and owing.

(b) All representations and warranties made hereunder and in any other Facility Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive (and shall continue to be made in accordance with the terms hereof and thereof after) the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Secured Parties, regardless of any investigation made by the Secured Parties or on their behalf and notwithstanding that the Secured Parties may have had notice or knowledge of any Default or Event of Default at the time of any Loan, and shall continue in full force and effect (and shall continue to be made in accordance with the terms of the applicable Facility Documents) as long as any Loan or any other Obligation hereunder or under the other Facility Documents shall remain unpaid or unsatisfied.

(c) Notwithstanding anything to the contrary in the Facility Documents, all of the provisions (including the making of the representations and warranties) herein or in any other Facility Document that relate to the Warrants, the Warrant Shares, the Conversion Shares or any securities Laws or that relate to the Reporting Period shall survive the payment in full of the Loans and any other Obligations, and shall continue at all times to be made, until the end of the Reporting Period, but all other representations, warranties, affirmative and negative covenants, events of default, fees, penalties and other provisions not expressly surviving pursuant to this Section 8.8 shall terminate upon the payment in full of the Obligations (for the avoidance of doubt, not including unasserted contingent indemnification obligations or any Obligations in respect of the Facility Documents, Warrant Shares or Conversion Shares).

Section 8.9 No Waiver; Remedies Cumulative. No failure or delay on the part of the Agent or any Lender in the exercise of any power, right or privilege hereunder or under any other Facility Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to Agent or the Lenders upon any breach, Default or Event of Default under this Agreement, any other Facility Document or any other agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence therein; nor shall the action of Agent or the Lenders in respect of any such breach, Default or Event of Default or any acquiescence by it therein, affect or impair any right, power or remedy of Agent or the Lenders in respect of any other breach, Default or any Event of Default. All rights and remedies existing under this Agreement and the other Facility Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 8.10 Indemnity.

(a) The Loan Parties shall, at all times, (1) indemnify and hold harmless (the "Indemnity") Agent, each Lender, each other Secured Party, each of their respective Affiliates, and each of their respective directors, partners, officers, employees, agents, counsel and advisors (each, an "Indemnified Person") in connection with any losses, claims or proceedings (including the reasonable and documented attorneys' fees incurred in defending against such claims or proceedings), damages, liabilities, penalties or other expenses arising out of, or relating to, the Facility Documents, the extension of credit under the Facility Documents or the Loans or the other Obligations, the use or intended use of the Loans or the other Obligations and the issuance of the Securities (including any transactions or assets financed in whole or in

part, directly or indirectly, therewith), any disclosure made pursuant to Section 5.18, or the status of a Lender or other holder of Securities as an investor in any Loan Party (collectively, the "Indemnifiable Matters"), that an Indemnified Person may incur or to which an Indemnified Person may become subject (each, a "Loss"), and (2) reimburse each Indemnified Party for any legal or other fees and expenses reasonably incurred by such Indemnified Party in connection with investigating, preparing, pursuing, responding to, complying with, or participating in (including as a deponent or witness), or defending against, any Indemnifiable Matter (collectively "Indemnifiable Expenses"), or in connection with the enforcement of this provision with respect to any of the above, as such Indemnifiable Expenses are incurred. The foregoing Indemnity and reimbursement of Indemnifiable Expenses shall not be available to any Indemnified Person to the extent that a court or arbitral tribunal of competent jurisdiction issues a final and non-appealable judgment that the applicable Loss resulted from the gross negligence or willful misconduct of such Indemnified Person. The Indemnity and reimbursement of Indemnifiable Expenses are independent of, and in addition to, any other agreement of any Party under any other Facility Document to indemnify or any amount to the any of the Secured Parties, and any exclusion of any obligation to pay any amount under this Section 9.10(a) shall not affect the requirement to pay such amount under any other section or provision hereof or under any other agreement, instrument or document. For the avoidance of doubt, this Section 9.10 shall not apply to Taxes, other than Indemnified Taxes and any Taxes arising from any non-Tax claim.

(b) An Indemnified Person shall have the right to retain its own legal counsel with the fees, costs and expenses of such legal counsel and of such Indemnified Person to be paid by the Loan Parties. The indemnification required by this Section 8.10 shall be made and paid by such Loan Parties as Losses are incurred within ten (10) Business Days of written demand by such Indemnified Person.

(c) No settlement of (or any other agreement or arrangement related to) any Loss shall be entered into by any Loan Party or any of its Subsidiaries without the prior written consent of the applicable Indemnified Person.

(d) No Loan Party shall, nor shall it permit any of its Subsidiaries to, assert, and each Loan Party on behalf of itself and its Subsidiaries, hereby waives, any claim, loss or amount against any Indemnified Person with respect to any special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any of the other Facility Documents or any undertaking or transaction contemplated hereby or thereby. No Indemnified Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or any of the other Facility Documents or the transactions contemplated hereby or thereby.

Section 8.11 No Usury. Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any of the Obligations, including all charges or fees in connection therewith deemed in the nature of interest under applicable law shall not exceed the highest rate permitted by Law. If the rate of interest (determined without regard to the preceding sentence) under this Agreement at any time exceeds the highest lawful rate permitted by Law, the outstanding amount of the Loans made hereunder shall bear interest at the highest lawful rate permitted by Law until the total amount of interest due hereunder equals the amount of interest that would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect. Accordingly, if any Lender contracts for, charges, or receives any consideration that constitutes interest in excess of the highest lawful rate permitted by Law, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loans made hereunder or be refunded to the Loan Parties.

Section 8.12 [Reserved].

Section 8.13 Agent.

(a) Each Lender hereby irrevocably appoints Deerfield Partners, L.P. (together with any successor Agent appointed by Deerfield Partners, L.P. or any successor Agent that was appointed by the Required Lenders), as Agent hereunder and under the other Facility Documents and authorizes Agent to (i) execute and deliver the Facility Documents to which it is a party and accept delivery thereof on its behalf from any Loan Party, (ii) take such other actions on its behalf and to exercise all rights, powers and remedies and perform the duties as are expressly delegated to Agent under the Facility Documents and (iii) exercise such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Facility Document, Agent shall not have any duty or responsibility except those expressly set forth herein; nor shall Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Facility Document or otherwise exist against Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in other Facility Documents with reference to Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The provisions of this Section 8.13 are solely for the benefit of Agent and the Lenders and none of the Borrower or the other Loan Parties shall have any rights as a third party beneficiary of any of the provisions in this Section 8.13. In performing its functions and duties under this Agreement and the other Facility Documents, Agent shall act solely as agent of Lenders and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for any Loan Party or any other Loan Party. Agent may perform any of its duties hereunder, or under the Facility Documents, by or through its agents, subagents, servicers, trustees, investment managers or employees and any such Person shall benefit from this Section 8.13 to the extent provided by Agent. Agent shall have the same rights and powers under the Facility Documents as any other Lender and may exercise or refrain from exercising the same as though it were not Agent, and Agent and its Affiliates may lend money to, invest in and generally engage in any kind of business with each Loan Party, Affiliate of any Loan Party as if it were not Agent hereunder. The duties of Agent shall be mechanical and administrative in nature. Agent shall not have by reason of this Agreement or the other Facility Documents a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any of the other Facility Documents is intended to or shall be construed to impose upon Agent any obligations in respect of this Agreement or any of the other Facility Documents except as expressly set forth herein or therein.

(b) Agent may execute any of its duties under this Agreement or any other Facility Document by or through agents, subagents, employees or attorneys in fact, and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent, subagent or attorney in fact that it selects in the absence of gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(c) Neither Agent nor any of its directors, officers, employees, attorneys, advisors, representatives or agents shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Facility Document or the Transactions or the transactions contemplated hereby or thereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth herein as determined by a final, non-appealable judgment of a court of competent jurisdiction), or (ii) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or Affiliate of any Loan Party, or any officer thereof, contained in this Agreement or in any other Facility Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any other Facility Document, or the validity, effectiveness,

genuineness, enforceability or sufficiency of this Agreement or any other Facility Document (or the creation, perfection or priority of any Lien or security interest therein), or for any failure of any Loan Party or any other party to any Facility Document to perform its obligations (including the Obligations) hereunder or thereunder. Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Facility Document, or to inspect the properties, books or records of any Loan Party or any Loan Party's Affiliates.

(d) Agent shall be entitled to rely, and shall be fully protected in relying, upon any communication believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Facility Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify Agent against any and all liabilities and expenses (including any fees and expenses of counsel to Agent) that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Facility Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon each Lender.

(e) Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default or Default, unless Agent shall have received written notice from a Lender or any Loan Party referring to this Agreement and the other Facility Documents, describing such Event of Default or Default and stating that such notice is a "notice of default." Agent shall take such action with respect to such Event of Default or Default as the Required Lenders may direct; provided that, unless and until Agent has received any such request, Agent shall not take any such action, or refrain from taking any such action, with respect to such Event of Default or Default.

(f) Each Lender acknowledges that Agent has not made any representation or warranty to it, and that no act by Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Loan Parties or any of their Subsidiaries, shall be deemed to constitute any representation or warranty by Agent to any Lender as to any matter, including whether Agent has disclosed material information in its possession. Each Lender represents to Agent that it has, independently and without reliance upon Agent and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of Borrower and the other Loan Parties, and made its own decision to enter into this Agreement and the other Facility Documents and to extend credit to Borrower hereunder and under the other Facility Documents. Each Lender also represents that it will, independently and without reliance upon Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Facility Documents, and to make such investigations as it deems necessary or appropriate to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of Borrower and the other Loan Parties. Except for notices, reports and other documents expressly herein required to be furnished to the Lenders by Agent, Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of Borrower or any other Loan Party that may come into the possession of Agent.

(g) Other than with respect to the matters described in clause (i) below, which shall be governed by such clause, whether or not the transactions contemplated hereby are consummated, each

Lender shall severally indemnify upon demand Agent and its directors, officers, partners, employees, attorneys, advisors, representatives and agents (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of the Loan Parties to do so), according to its applicable *pro rata* share, from and against any and all losses, claims (including the reasonable attorneys' fees incurred in defending against such claims), damages, liabilities, penalties or other expenses arising out of, or relating to, any of Agent's duties, responsibilities or actions set forth in or that taken pursuant to the Facility Documents; provided that no Lender shall be liable for any payment to any such Person of any portion of the foregoing to the extent determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the applicable Person's gross negligence or willful misconduct. No action taken in accordance with the directions of the Required Lenders shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 8.13(g). Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for such Lender's ratable share of any costs or out of pocket expenses incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Facility Document or any document contemplated by or referred to herein or therein, to the extent that Agent is not reimbursed for such fees, costs and expenses by or on behalf of the Loan Parties. The undertaking in this Section 8.13(g) shall survive repayment of the Loans and the other Obligations, termination of this Agreement or the other Facility Documents and the resignation or replacement of Agent.

(h) Agent may resign as Agent upon thirty (30) days' notice to the Lenders, and the Required Lenders have the right, at their sole election, to remove the Person serving as Agent upon ten (10) days' notice to Agent (or immediately upon any material breach of Agent of its obligations under the Facility Documents). If Agent resigns under this Agreement or the Required Lenders remove the Person serving as Agent, the Required Lenders shall appoint from among the Lenders a successor Agent for such successor Agent and the Lenders. If no successor Agent is appointed prior to the effective date of the resignation or removal of Agent, Agent may appoint, after consulting with the Lenders, a successor Agent from among the Lenders. Upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers and duties of the retiring or removed Agent, and the term "Agent" shall mean such successor Agent, and the retiring or removed Agent's appointment, powers and duties as Agent shall be immediately and automatically terminated at such time. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Section 8.13 shall inure to its benefit (in its capacity as Agent) as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Facility Documents. If no successor Agent has accepted appointment as Agent by the date that is thirty (30) days following a retiring Agent's notice of resignation (or at the time of removal of a Person as Agent), the retiring Agent's resignation or removal shall nevertheless thereupon become effective, and the Lenders shall perform all of the duties of Agent hereunder until such time, if any, as the Required Lenders appoint a successor Agent as provided for above.

(i) Each Lender further agrees to indemnify Agent, its Affiliates and each of its and their employees, advisors, attorneys, representatives and agents (to the extent not reimbursed by any Loan Party), severally and ratably, from and against Liabilities (including Taxes, interests and penalties imposed for not properly withholding or backup withholding on payments made to or for the account of any Lender) that may be imposed on, incurred by or asserted against Agent, its Affiliates or any of its or their employees, advisors, attorneys, representatives or agents in any matter relating to or arising out of, in connection with or as a result of any Facility Document or any other act, event or transaction related, contemplated in or attendant to any such document, or, in each case, any action taken or omitted to be taken by Agent, its Affiliates or any of its or their employees, advisors, attorneys, representatives or agents under or with respect to any of the foregoing.

Section 8.14 USA Patriot Act. Each Lender that is subject to the USA Patriot Act and Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or Agent to identify each Loan Party in accordance with the USA Patriot Act.

Section 8.15 Placement Agent. The Borrower and the other Loan Parties shall be solely responsible for the payment of any fees, costs, expenses and commissions of any placement agent, broker or financial adviser relating to or arising out of the transactions contemplated by the Facility Documents, including the offer, sale and issuance of the Securities. The Borrower and the other Loan Parties shall pay, and hold each of the Lender Parties harmless against, any liability, loss or expense (including attorneys' fees, costs and expenses) arising in connection with any claim for any such payment.

Section 8.16 Independent Nature of Secured Parties. The obligations of each Secured Party under the Facility Documents are several and not joint with the obligations of any other Secured Party, and no Secured Party shall be responsible in any way
for the performance of the obligations of any other Secured Party under the Facility Documents. Each Secured Party shall be responsible only for its own representations, warranties, agreements and covenants under the Facility Documents. The decision of each Secured Party to acquire the Securities pursuant to the Facility Documents has been made by such Secured Party independently of any other Secured Party and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Borrower or any of its Subsidiaries that may have been made or given by any other Secured Party or by any agent, attorney, advisor, representative or employee of any other Secured Party, and no Secured Party or any of its agents, attorneys, advisors, representatives or employees shall have any liability to any other Secured Party (or any other Person) relating to or arising from any such information, materials, statements or opinions. Nothing contained in the Facility Documents, and no action taken by any Secured Party pursuant hereto or thereto (including a Secured Party's acquisition of Obligations, Convertible Notes, Warrants or any other Securities at the same time as any other Secured Party), shall be deemed to constitute the Secured Parties as, and each of the Loan Parties acknowledges and agrees that the Secured Parties do not thereby constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Secured Parties are in any way acting in concert or as a group with respect to such Obligations or the transactions contemplated by any of the Facility Documents, and none of the Loan Parties shall assert any contrary position.

Section 8.17 Required Disclosure. On December 6, 2016, a final judgment (the "Judgment") was entered against Stifel, Nicolaus & Company, Incorporated ("Stifel") by the United States District Court for the Eastern District of Wisconsin (Civil Action No. 2:11-cv-00755) resolving a civil lawsuit filed by the U.S. Securities & Exchange Commission (the "SEC") in 2011 involving violations of several antifraud provisions of the federal securities laws in connection with the sale of synthetic collateralized debt obligations to five Wisconsin school districts in 2006. As a result of the Judgment: (i) Stifel is required to cease and desist from committing or causing any violations and any future violations of Section 17(a)(2) and 17(a)(3) of the Securities Act; and (ii) Stifel and a former employee were jointly liable to pay disgorgement and prejudgment interest of $2.5 million. Stifel was also required to pay a civil penalty of $22.0 million, of which disgorgement and civil penalty Stifel was required to pay $12.5 million to the school districts involved in this matter. Simultaneously with the entry of the Judgment, the SEC issued an Order granting Stifel a waiver from, among other things, the application of the disqualification provisions of Rule 506(d)(1)(iv) of Regulation D under the Securities Act. A copy of the Judgment is available on the SEC's website at: https://www.sec.gov/litigation/litreleases/2016/lr23700-final-judgment.pdf.

Section 8.18 Joint and Several. The obligations of the Loan Parties hereunder and under the other Facility Documents are joint and several.

Section 8.19 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and legal benefit of the Loan Parties, the Agent, the Lenders and their successors and permitted assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Facility Documents.

Section 8.20 Binding Effect. This Agreement shall become effective when it shall have been executed by each of the Loan Parties party hereto, each Lender party hereto and Agent and such executed counterparts have been delivered to Agent and the Lenders pursuant to the terms of this Agreement.

Section 8.21 Payments Set Aside. To the extent that the Agent or any Lender receives a payment from the Borrower, from any other Loan Party, from the exercise of its rights of setoff, from any enforcement action or otherwise, and such payment is subsequently, in whole or in part, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all rights and remedies therefor, shall be revived and continued in full force and effect as if such payment had not occurred.

Section 8.22 Marshaling; Payments Set Aside. Neither Agent nor any Lender shall be under any obligation to marshal any property in favor of any Loan Party or any other Person or against or in payment of any Obligation. To the extent that Agent or any Lender receives a payment from the Borrower, from any other Loan Party, from the proceeds of the Collateral, from the exercise of its rights of setoff, from any enforcement action or otherwise, and such payment is subsequently, in whole or in part, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor, shall be revived and continued in full force and effect as if such payment had not occurred.

Section 8.23 Right of Setoff. The Agent and each Lender and each of its Affiliates is hereby authorized, without notice or demand (each of which is hereby waived by each Loan Party), at any time and from time to time during the continuance of any Event of Default and to the fullest extent permitted by Law, to set off and apply any and all deposits (whether general or special, time or demand, provisional or final) at any time held and other Debt, claims or other obligations at any time owing by the Agent, such Lender or any of its Affiliates to or for the credit or the account of the Borrower or any other Loan Party against any Obligation of any Loan Party now or hereafter existing, whether or not any demand was made under any Facility Document with respect to such Obligation and even though such Obligation may be unmatured. No Lender shall exercise any such right of setoff without the prior consent of the Required Lenders. The rights under this Section 8.23 are in addition to any other rights and remedies (including other rights of setoff) that the Agent, any Lender or any of their respective Affiliates may have.

Section 8.24 Sharing of Payments, Etc. If any Lender, directly or through any of its Affiliates, obtains any payment of any Obligation of any Loan Party (whether voluntary, involuntary or through the exercise of any right of setoff) (and other than pursuant to Section 8.4) and such payment exceeds the amount such Lender would have been entitled to receive if all payments had gone to, and been distributed in accordance with the provisions of the Facility Documents, such Lender shall purchase for cash from the other Lenders such participations in their Obligations as necessary for such Lender to share such excess payment with such other Lenders to ensure such payment is applied as though it had been applied in accordance with this Agreement; provided, however, that (i) if such payment is rescinded or otherwise recovered from such Lender in whole or in part, such purchase shall be rescinded and the purchase price therefor shall be returned to such Lender without interest and (ii) such Lender shall, to the fullest extent permitted by Law, be able to exercise all its rights of payment (including the right of setoff) with respect to

such participation as fully as if such Lender were the direct creditor of the applicable Loan Party in the amount of such participation.

Section 8.25 Certain Securities Matters. Each of the Loan Parties acknowledges and agrees that none of the Secured Parties or holders of the Securities has been asked to agree, nor has any Secured Party agreed, to desist from purchasing or selling, long and/or short, capital stock or other securities of the Borrower, or "derivative" securities or capital stock based on capital stock or other securities issued by the Borrower or to hold the Securities for any specified term; and no Secured Party nor holder of Securities shall be deemed to have any affiliation with or control over any arm's length counterparty in any "derivative" transaction. Each of the Loan Parties further acknowledges and agrees that (a) one or more Secured Parties or holders of Securities may engage in hedging and/or trading activities at various times during the period that the Securities are outstanding, (b) such hedging and/or trading activities, if any, can reduce the value of the Common Stock or other capital stock held by the existing holders of Common Stock or other capital stock of the Borrower, both at and after the time the hedging and/or trading activities are being conducted; (c) any such hedging and/or trading activities shall not constitute a breach of any Facility Document or affect any of the rights of any Secured Party or holder of Securities under any Facility Document; (d) the issuance of any Warrant Shares or any Conversion Shares may result in dilution of the outstanding shares of Common Stock, which dilution may be substantial under certain market conditions; and (e) the Obligations, including the Borrower's obligation to issue the Warrant Shares upon exercise of the Warrants and the Conversion Shares upon conversion of the Convertible Notes, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim any Loan Party may have against any of the Secured Parties and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Borrower.

Section 8.26 No Fiduciary Relationship. Each of the Loan Parties acknowledges and agrees that (a) Agent and each Lender is acting at arm's length from the Loan Parties with respect to this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby; (b) neither Agent nor any Lender will, by virtue of this Agreement or any of the other Loan Documents or any transaction contemplated hereby or thereby, be (nor, to the Loan Parties' knowledge, otherwise is) an Affiliate of, or have any agency, tenancy or joint venture relationship with, any Loan Party; (c) neither Agent nor any Lender has acted, or is or will be acting, as a financial advisor to, or fiduciary (or in any similar capacity) of, or has any fiduciary or similar duty to, any Loan Party with respect to, or in connection with, this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby, and each of the Loan Parties agreed not to assert, and hereby waives, to the fullest extent permitted under any Applicable Laws, any claim that any of Agent or any Lender has any fiduciary duty to such Loan Party; (d) any advice given by Agent, any Lender or any of their respective representatives or agents in connection with this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby is merely incidental to Agent or such Lender's performance of its obligations hereunder and thereunder (including, in the case of each of the Lenders, its acquisition of the Securities); and (e) the Loan Parties' decision to enter into the Loan Documents has been based solely on the independent evaluation by the Loan Parties and their representatives.

Section 8.27 Erroneous Payments.

(a) Each Lender hereby agrees that (i) if the Agent notifies such Lender that the Agent has determined in its sole discretion that any funds received by such Lender from the Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Lender (whether or not known to such Lender) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Lender shall promptly, but in

no event later than one Business Day thereafter, return to the Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation from time to time in effect and (ii) to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payments received, including, without limitation, waiver of any defense based on "discharge for value" or any similar theory or doctrine. A notice of the Agent to any Lender under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender hereby further agrees that if it receives a payment from the Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Agent, (y) that was not preceded or accompanied by notice of payment, or (z) that such Lender otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each case, if an error has been made each such Lender is deemed to have knowledge of such error at the time of receipt of such Erroneous Payment, and to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on "discharge for value" or any similar theory or doctrine. Each Lender agrees that, in each such case, it shall promptly (and, in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the Agent of such occurrence and, upon demand from the Agent, it shall promptly, but in all events no later than one Business Day thereafter, return to the Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Erroneous Payment (or portion thereof) for any reason (and without limiting the Agent's rights and remedies under this Section 8.27), the Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party.

(d) In addition to any rights and remedies of the Agent provided by law, Agent shall have the right, without prior notice to any Lender, any such notice being expressly waived by such Lender to the extent permitted by applicable law, with respect to any Erroneous Payment for which a demand has been made in accordance with this Section 8.27 and which has not been returned to the Agent, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by Agent or any of its Affiliate, branch or agency thereof to or for the credit or the account of such Lender. Agent agrees promptly to notify the Lender after any such setoff and application made by Agent; provided, that the failure to give such notice shall not affect the validity of such setoff and application.

(e) Each party's obligations under this Section 8.27 shall survive the resignation or replacement of the Agent, the termination of any commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Facility Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement, including the jury waiver contained herein, to be duly executed as of the first day written above.

BORROWER:

SIENTRA, INC.,
a Delaware corporation

By: /s/ Andrew Schmidt
Name: Andrew Schmidt
Title: CFO

OTHER LOAN PARTIES:

MIST HOLDINGS, INC.

By: /s/ Andrew Schmidt
Name: Andrew Schmidt
Title: CFO

MIST, INC.

By: /s/ Andrew Schmidt
Name: Andrew Schmidt
Title: CFO

MIST INTERNATIONAL, INC.

By: /s/ Andrew Schmidt
Name: Andrew Schmidt
Title: CFO

LENDER AND AGENT:

DEERFIELD PARTNERS, L.P.

By: Deerfield Mgmt, L.P.,
its General Partner

By: J.E. Flynn Capital, LLC,
its General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

[Signature Page to Facility Agreement]

ANNEX A

Loan Amounts

Lender	Original Loan Amount	% of Total Original Loan Amount	Disbursement Loan Amount	% of Total Disbursement Loan Amount
Deerfield Partners, L.P.	$50,000,000.00	100%	$23,000,000	100%
Total	**$50,000,000.00**	**100%**	**$23,000,000**	**100%**

Exhibit 10.2

Execution Version

EXCHANGE AGREEMENT

This **EXCHANGE AGREEMENT** (including the schedules, annexes and exhibits hereto, this "**Agreement**"), dated as of October 12, 2022 (the "**Effective Date**"), is by and between Sientra, Inc., a Delaware corporation (the "**Borrower**"), and Deerfield Partners, L.P., in its capacity as Agent for itself as a lender and as lender (the "**Lender**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Facility Agreement (as defined below).

RECITALS:

A. The Borrower, the Lender and the other Loan Parties signatory thereto are parties to that certain Facility Agreement, dated as of March 11, 2020, as amended by the Amendment to Facility Agreement, dated as of April 24, 2020, and further amended by the First Amendment to Facility Agreement, dated as of September 28, 2021 (as the same previously has been amended, modified, restated or otherwise supplemented from time to time, the "**Existing Facility Agreement**").

B. The Lender holds a Convertible Note (as defined in the Existing Facility Agreement) issued by the Borrower to the Lender on March 11, 2020 in the initial principal amount of $60,000,000 (as the same previously has been amended, modified, restated or otherwise supplemented from time to time, the "**Note**"). As of the date hereof, the outstanding principal amount of the Note is $60,000,000.

C. Contemporaneously with the execution and delivery of this Agreement, the Borrower and the Lender desire to amend and restate the Existing Facility Agreement as set forth in Exhibit A (as so amended and restated, and as the same may be further amended, modified, restated or otherwise supplemented from time to time, the "**Facility Agreement**").

D. The Borrower and the Lender are entering into this Agreement to provide for the exchange, in accordance with Section 3(a)(9) of the Securities Act of 1933, as amended (the "**Securities Act**"), and otherwise upon the terms and subject to the conditions set forth herein, of $10,000,000 principal amount of the Note (the "**Exchanged Principal Amount**") for shares of Common Stock and a pre-funded warrant to purchase shares of Common Stock in substantially the form attached hereto as Exhibit B (a "**Pre-Funded Warrant**").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.
EXCHANGE

Section 1.01. Exchange. Subject to the terms and conditions hereof, effective as of the Effective Date (as defined below), the Lender and the Borrower hereby agree to exchange the Exchanged Principal Amount of the Note for the issuance and delivery by the Borrower to the Lender of (i) 2,967,742 shares of Common Stock (the "**Exchange Shares**") and (ii) a Pre-Funded

Warrant to purchase 10,543,946 shares of Common Stock (the "**Exchange Warrant**"). The exchange contemplated by this Section 1.01 is referred to herein as the "**Exchange**."

Section 1.02. Exchange Settlement.

(a) Subject to the satisfaction (or waiver) of all of the conditions to the Exchange set forth in Sections 5.01 and 5.02, the Exchange shall be consummated and become effective upon the execution and delivery of this Agreement (the time of such effectiveness, the "**Effective Time**").

(b) Upon the Effective Time, the Borrower shall issue and deliver to the Lender (i) the Exchange Shares by causing the Company's designated transfer agent to electronically transmit the Exchange Shares to the Lender by crediting the account of the Lender's prime broker with The Depository Trust Company through its Deposit/Withdrawal at Custodian system as specified in instructions provided by the Lender prior to the Closing and (ii) the Exchange Warrant, duly executed on behalf of the Borrower.

(c) Upon the Effective Time, the Lender shall be deemed for all purposes to have become the legal, beneficial and record holder of the Exchange Shares and the Exchange Warrant and, upon the issuance to the Lender of the Exchange Shares and Exchange Warrant and payment to the Lender of the Cash Interest (as defined below) as provided in Section 1.03, the Obligations under the Note shall be deemed to have been reduced by the Exchanged Principal Amount.

(d) In accordance with the Facility Agreement, on the Effective Date, the Borrower shall deliver to the Lender in replacement of the Note an Original Loan Convertible Note in a principal amount that gives effect to the Exchange. As promptly as possible thereafter (and provided that the Lender shall have received the Exchange Shares, the Exchange Warrant and payment to the Lender of the Cash Interest as provided in Section 1.03) the Lender shall deliver the Note for cancellation. For the avoidance of doubt, neither the Exchange nor the effectiveness of the Facility Agreement shall be conditioned upon, or be subject to, the delivery of such Original Loan Convertible Note by the Borrower or delivery of the existing Note by the Lender.

Section 1.03. Cash Interest. The Borrower shall pay or cause to be paid to the Lender any interest on the Exchanged Principal Amount that has accrued on or after July 1, 2022 through and including the Effective Date by wire transfer of immediately available funds denominated in United States dollars, to an account designated by the Lender at least one Business Day prior to the Effective Date (the "**Cash Interest**").

Section 1.04. Tax Matters. The Exchange and the transactions contemplated by this Agreement are being made as part of and pursuant to a plan of reorganization of the Borrower described in Section 368(a)(1)(E) of the Code. This Exchange Agreement is intended to be a plan of reorganization for purposes of Section 368 of the Code.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the Lender. The Lender, represents and warrants to the Borrower as of the date of this Agreement and as of the Effective Date as follows:

(a) Organization and Good Standing. The Lender is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted.

(b) Authority. The Lender has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each Transaction Document (as defined below) to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery by the Lender of this Agreement and each Transaction Document to which it is a party and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Lender and no further action is required in connection herewith or therewith.

(c) Valid and Binding Agreement. This Agreement has been duly executed and delivered by the Lender and constitutes, and upon the execution and delivery by the Lender thereof, each other Transaction Document to which it is a party will have been duly executed and delivered by the Lender and will constitute, the valid and binding obligations of the Lender, enforceable against the Lender in accordance with their terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(d) Non-Contravention. The execution and delivery by the Lender of this Agreement and each Transaction Document to which the Lender is or will be a party and the performance by the Lender of its obligations hereunder and thereunder, do not and will not (i) violate any provision of the Lender's organizational documents, or (ii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Lender is subject, or by which the Note is bound or affected except, in each instance of clauses (i) and (ii) hereof, where such violation or conflict would not reasonably be expected, individually or in the aggregate, to result in a material adverse effect on the ability of the Lender to timely perform its obligations under this Agreement or any other Transaction Document to which the Lender is a party.

(e) Exemption. As of the Effective Time, the Lender shall have held the Note of record and beneficially for a period of at least one (1) year for purposes of Rule 144 under the Securities Act and is not, and during the three-month period prior to the date hereof has not been, an "affiliate" (as such term is used in Rule 144 under the Securities Act) of the Borrower. The Lender understands that the Exchange Shares and the Exchange Warrant, together with the shares of Common Stock issuable upon exercise of the Exchange Warrant (the "**Exercise Shares**" and,

together with the Exchange Shares and the Exchange Warrant, the "**Securities**") are being offered, sold, issued and delivered to it in reliance upon specific exemptions from registration or qualification under federal and applicable state securities laws.

(f) Ownership of the Exchanged Notes. The Lender is the record and beneficial owner of, and has good and valid title to, the Note, free and clear of all Liens, and has full power to dispose thereof and to exercise all rights thereunder (other than as restricted by this Agreement or the Facility Agreement and other than pledges or security interests that the Lender may have created in favor of a prime broker under and in accordance with its prime brokerage account with such broker), without the consent or approval of, or any other action on the part of, any other Person. Other than the transactions contemplated by this Agreement, there is no outstanding contract, vote, plan, pending proposal or other right of any Person to acquire the Note or any portion thereof. The Lender has not, in whole or in part, (a) assigned, transferred, hypothecated, pledged, exchanged or otherwise disposed of any of the Note or its rights in the Note, or (b) except as would not materially and adversely affect the ability of the Lender to consummate the transactions contemplated hereby, given any person or entity any transfer order, power of attorney or other authority of any nature whatsoever with respect to the Note.

(g) Accredited Investor. The Lender is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act. The Lender understands the economic risk of its investment in the Securities, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Securities.

(h) Information. The Lender acknowledges and agrees that (i) the Lender has had the opportunity to review the Borrower's SEC Reports (as defined below) and this Agreement (including the exhibits hereto), (ii) the Lender has had an opportunity to submit questions to the Borrower concerning the Borrower, its business, operations, financial performance, financial condition and prospects, and the terms and conditions of the Exchange and has all information that it considers necessary in making an informed investment decision, (iii) the Lender has had the opportunity to consult with its accounting, tax, financial and legal advisors to be able to evaluate the risks involved in the Exchange and to make an informed investment decision with respect to the Exchange. Notwithstanding anything to the contrary contained herein, the rights and remedies available to the Lender, neither any such review nor any due diligence investigation conducted by the Lender or its advisors, if any, or its representatives shall modify, amend or otherwise affect the Lender's right to rely on the representations, warranties, covenants and agreements of the Borrower contained in this Agreement and the other Transaction Documents.

Section 2.02. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants to the Lender as of the date of this Agreement and as of the Effective Time as follows:

(a) Organization and Good Standing. The Borrower and each other Loan Party is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted.

(b) Authority. The Borrower and each other Loan Party signatory thereto has the requisite corporate or other organizational power and authority, as applicable, to enter into and to consummate the transactions contemplated by this Agreement, the Exchange Warrant, the RRA (as defined below), the Facility Agreement and each other document or instrument delivered by it in connection with any of the foregoing, whether or not specifically mentioned herein or therein, in each case, as amended from time to time in accordance with the terms hereof and thereof (collectively, the "Transaction Documents" and each a "Transaction Document") and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery by the Borrower and each other Loan Party signatory thereto of this Agreement, the Exchange Warrant, the Facility Agreement and the other Transaction Documents to which it is a party and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Borrower and such Loan Party, and no further action of the Borrower or such Loan Party, its board of directors, managers, members or stockholders, as applicable, is required in connection herewith or therewith.

(c) Consents. Neither the Borrower nor any other Loan Party is required to obtain any consent from, authorization or order of, or make any filing or registration with any governmental authority or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its respective obligations under or contemplated by this Agreement, the Exchange Warrant, the RRA, the Facility Agreement and other Transaction Documents (in each case, to the extent such Loan Party is a signatory thereto), in accordance with the terms hereof or thereof, other than (i) filing the Announcing 8-K Filing (as defined below) and the registration statement required to be filed pursuant to Section 2 of the RRA (the "**Mandatory Registration Statement**") with the U.S. Securities and Exchange Commission (the "**Commission**") and (ii) filing with the Commission an acceleration request regarding effectiveness of, and receipt of the effectiveness order to be issued by the Commission in respect of the Mandatory Registration Statement, if applicable, (such filings and orders, the "**Required Filings**"). None of the Securities will be issued in violation of, any preemptive or similar rights of any Person, or otherwise subject to any preemptive or similar rights of any Person that have not been validly waived, nor will the issuance of any of the Securities trigger any "anti-dilution" or similar adjustment.

(d) Valid and Binding Agreement. This Agreement has been duly executed and delivered by the Borrower, and constitutes, and upon the execution and delivery by the Borrower and each other Loan Party signatory thereto of, the Exchange Warrant, the RRA, the Facility Agreement and each other Transaction Document being executed or amended in connection herewith or therewith will constitute the valid and binding obligations of the Borrower and each other Loan Party signatory thereto, enforceable against the Borrower and each such Loan Party in accordance with their terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(e) Non-Contravention. The execution and delivery by the Borrower and each other Loan Party signatory thereto of this Agreement, the Exchange Warrant, the RRA, the Facility Agreement and each other Transaction Document being executed and delivered by the Borrower

or such Loan Party in connection herewith or therewith and the performance by the Borrower of its obligations hereunder and thereunder do not and will not (i) violate any provision of the Borrower's organizational documents, (ii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Borrower or any other Loan Party is subject, or by which any property or asset of the Borrower or any other Loan Party is bound or affected, (iii) require any permit, authorization, consent, approval, exemption or other action by, notice to or filing with, any court or other federal, state, local or other governmental authority or other Person, other than the Required Filings, (iv) violate, conflict with, result in a material breach of, or constitute (with or without notice or lapse of time or both) a material default under, or an event which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under, any permit or contract to which the Borrower or any other Loan Party is a party or by which any of its properties or assets are bound, (v) violate, conflict with, result in a material breach of, or constitute (with or without notice or lapse of time or both) a material default under, or an event which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under, the Facility Agreement, or (vi) result in the creation or imposition of any Lien on any part of the properties or assets of the Borrower or any other Loan Party, except, in each instance of clauses (ii), (iii), (iv) and (vi) hereof, where such violation, conflict, breach, default or Lien would not reasonably be expected, individually or in the aggregate, to result in a material adverse effect on (a) the business, operations, results of operations, condition (financial or otherwise) or properties of the Borrower and its Subsidiaries, taken as a whole, (b) the legality, validity or enforceability of any provision of this Agreement, the Exchange Warrant, the RRA, the Facility Agreement or any other Transaction Document, (c) the ability of the Borrower or any other Loan Party signatory thereto to timely perform its obligations under this Agreement, the Exchange Warrant, the RRA, the Facility Agreement or any other Transaction Document, or (d) the rights and remedies of the Lender under this Agreement, the Exchange Warrant, the RRA, the Facility Agreement or any other Transaction Document. No Default or Event of Default has occurred and is continuing on and as of the date hereof or would exist upon the consummation of the transactions contemplated by this Agreement or any other Transaction Document.

(f) Issuance of Exchange Shares and Conversion Shares. The Exchange Shares issuable hereunder and the Exercise Shares issuable upon exercise of the Exchange Warrant are duly authorized, and when issued in accordance with this Agreement or the Exchange Warrant, as applicable, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Borrower, and will not be issued in violation of, or subject to, any preemptive or similar rights of any person. The Borrower has reserved from its duly authorized capital stock a sufficient number of shares of Common Stock for issuance hereafter upon exercise of the Exchange Warrant (plus any additional shares of Common Stock that may be issuable as a result of the anti-dilution provisions of the Exchange Warrant), in each case, free and clear of preemptive or similar rights. As of the date hereof, the authorized shares of capital stock of the Borrower consists of 200,000,000 shares of Common Stock, of which 62,982,075 shares are issued and outstanding and 10,000,000 shares of preferred stock, none of which are issued and outstanding.

(g) SEC Reports. The Borrower has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "**SEC Reports**"). None of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact (and the Registration Statement, when filed, did not and will not contain any untrue statement of a material fact and did not and will not omit to state a material fact) required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The consolidated financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing and fairly present in all material respects the financial position of the Company and its Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments, and such consolidated financial statements have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("**GAAP**") (except as may be disclosed therein or in the notes thereto, and except that the unaudited financial statements may not contain all footnotes required by GAAP).

(h) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Borrower or any of its affiliates or representatives to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement or any other Transaction Document. The Lender shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 2.02(h) that may be due in connection with the transactions contemplated hereby.

(i) Exemption from Registration; Nasdaq. No registration under the Securities Act or any state securities laws is or will be required for the offer and issuance of the Exchange Shares or the Exchange Warrant by the Borrower to the Lender as contemplated hereby or for the offer and issuance of the Exercise Shares by the Borrower to the Lender as contemplated hereby and by the Exchange Warrant. The transactions contemplated hereby or entered into in connection herewith, including the issuance and sale of the Exchange Shares and the Exchange Warrant hereunder and the issuance and sale of the Exercise Shares pursuant to the terms of the Exchange Warrant do not and will not contravene, or require stockholder approval under the rules of The Nasdaq Stock Market, any securities exchange or otherwise. The Company acknowledges and agrees that, for purposes of Rule 144 under the Securities Act, the Holder's holding period for the Exchange Shares and the Exchange Warrant shall be deemed to have commenced on the date the Lender acquired the Note. Assuming the Lender is not as of the date of issuance, and for a period of three (3) months prior to the date of issuance has not been, an "affiliate" (as such term is used in Rule 144 under the Securities Act) of the Borrower (which the Borrower shall assume (and the Lender shall be deemed to represent) unless the Lender has otherwise advised the Borrower in writing) and in reliance on the Lender's representations contained in Section 2.01(e) hereof, and, in the case of a cashless exercise of the Exchange Warrant, the Exercise Shares, will be freely tradeable by the Lender without restriction or limitation (including volume limitation), pursuant to

Rule 144 under the Securities Act, and will not contain or be subject to any legend or stop transfer instructions restricting the sale or transferability thereof. The Borrower is not, and never has been, a "shell company" (as defined in Rule 12b-2 under the Exchange Act) and is not an issuer of a type identified in, or subject to, Rule 144(i)(1) under the Securities Act. The Borrower has submitted to The Nasdaq Stock Market LLC a Listing of Additional Shares Notification Form with respect to the Exchange Shares and the Exercise Shares and The Nasdaq Stock Market LLC has not objected to the issuance of the Exchange Shares or the Exercise Shares.

(j) No Integrated Offering. Neither the Borrower, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made, or will make, any offers or sales of any security or solicited, or will solicit, any offers to buy any security, under circumstances that would cause the offering and issuance of the Securities to be integrated with prior or contemporaneous offerings by the Borrower (i) for purposes of the Securities Act and which would require the registration of any such Securities under the Securities Act or (ii) for purposes of any applicable stockholder approval provisions of The Nasdaq Stock Market that would require stockholder approval for the issuance of the Exchange Shares, the Exchange Warrant or any Exercise Shares.

(k) No Bad Actor Disqualification. None of the Loan Parties, any of its predecessors, any director, executive officer, other officer of any Loan Party participating in the offering of the Securities, any beneficial owner (as that term is defined in Rule 13d-3 under the Exchange Act) of 20% or more of any Loan Party's outstanding voting equity securities, calculated on the basis of voting power, any "promoter" (as that term is defined in Rule 405 under the Securities Act) connected with any Loan Party at the time this representation is made, any placement agent or dealer participating in the offering of the Securities and any of such agents' or dealer's directors, executive officers, other officers participating in the offering of the Securities (each, a "**Covered Person**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"). The Borrower has exercised reasonable care to determine (i) the identity of each person that is a Covered Person and (ii) whether any Covered Person is subject to a Disqualification Event. Each Loan Party has complied in all material respects, to the extent applicable, with its disclosure obligations under Rule 506(e).

(l) No Unlawful Payments. Neither the Borrower, nor to the knowledge of the Borrower, any of its directors or officers or any employee, agent, affiliate, representative of or other person associated with or acting on behalf of the Borrower, has (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or (d) made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment.

(m) Compliance with Money Laundering Laws. The operations of the Borrower are and have been conducted at all times in compliance with all financial recordkeeping and reporting requirements applicable to the Borrower, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, and the money

laundering and any related or similar laws of all jurisdictions in which the Borrower conducts business (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any governmental authority involving the Borrower with respect to the Money Laundering Laws is pending or, to the knowledge of the Borrower, threatened.

(n) OFAC. The Borrower is not (a) a country, the government of a country, or an agency of the government of a country, (b) an organization directly or indirectly controlled by a country or its government, or (c) a person resident in or determined to be resident in a country, in each case, that is subject to a comprehensive country sanctions program administered and enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"), and the Borrower is not a person named on the list of Specially Designated Nationals maintained by OFAC.

(o) Application of Takeover Protections. The Borrower and its board of directors have taken all necessary action, if any, in order to render inapplicable the Borrower's issuance of the Securities, and the Lender's ownership of the Securities from the provisions of any control share acquisition, interested stockholder, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the organizational documents of the Borrower or the laws of the state of its incorporation which is applicable to the Lender as a result of the transactions contemplated by this Agreement, including the Borrower's issuance of the Securities.

(p) Solvency. After giving effect to the Exchange and the other transactions contemplated by this Agreement, the Borrower and each Loan Party (a) is Solvent and (b) has not taken action, and no action has been taken by a third party, for the winding up, dissolution or liquidation or similar executory or judicial proceeding in respect of, the Borrower, any Loan Party or any of their respective subsidiaries or for the appointment of a liquidator, custodian, receiver, trustee, administrator or other similar officer for the Borrower, any Loan Party or any of their respective subsidiaries or any or all of their respective assets or revenues. For purposes hereof, "**Solvent**" means, with respect to any Person, (x) the value of the assets of such Person (both at fair value and present fair saleable value) is greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Person, (y) such Person is able to pay all liabilities of such Person as such liabilities mature and (z) such Person does not have unreasonably small capital in relation to such Person's business as contemplated as of such date. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(q) Litigation. No proceeding is pending before or, to the knowledge of Borrower, threatened by any Governmental Authority (a) to which any Loan Party is a party, (b) that purports to affect or pertain to the Transaction Documents or the transactions contemplated hereby or thereby or (c) that has as the subject thereof any assets owned by any Loan Party or any of its Subsidiaries, in each case, that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. No injunction, writ, temporary restraining order or any order of any nature has been issued by any court or other Governmental Authority purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any other Transaction

Document or directing that the transactions provided for herein or therein not be consummated as herein or therein provided.

ARTICLE III.
COVENANTS

Section 3.01. Reservation of Shares. On and after the Effective Time, the Borrower shall at all times reserve and keep available, free of preemptive or similar rights, a sufficient number of shares of Common Stock for the purpose of enabling the Borrower to issue all of the Exercise Shares (without regard to the Beneficial Ownership Limitation (as defined in the Exchange Warrant) or any other restriction or limitation upon the exercise thereof and assuming the cash exercise thereof).

Section 3.02. Blue Sky Filings. The Borrower shall take such action as is necessary in order to obtain an exemption for, or to qualify the Securities for issuance and sale to the Lender under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of the Lender.

Section 3.03. Disclosure; Confidentiality. On or before 8:00 a.m., New York time, on the date of this Agreement, the Borrower shall file with the Commission a Current Report on Form 8-K describing all the material terms of the transactions contemplated by this Agreement, the Exchange Warrant, the Facility Agreement (including the refinancing transactions to which it relates), the RRA and the other Transaction Documents entered into pursuant to, or in connection with, this Agreement, disclosing the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, attaching this Agreement (including the exhibits and schedules to this Agreement not otherwise filed) and the other Transaction Documents entered into pursuant to, or in connection with, this Agreement (in each case, without any redaction therefrom) and disclosing any other presently material non-public information (if any) provided or made available to the Lender (or the Lender's agents or representatives) on or prior to the date hereof (the "**Announcing 8-K Filing**"). The Borrower represents and warrants that, from and after the filing of the Announcing 8-K Filing, it shall have publicly disclosed all material, non-public information (if any) provided or made available to the Lender (or the Lender's agents or representatives) by the Borrower or any of its officers, directors, employees, Affiliates or agents in connection with the transactions contemplated by this Agreement or otherwise on or prior to the date hereof. Notwithstanding anything contained in this Agreement to the contrary, and without implication that the contrary would otherwise be true, the Borrower expressly acknowledges and agrees that, from and after the Announcing 8-K Filing, neither the Lender nor any affiliate of the Lender shall have (unless expressly agreed to by the Lender after the date hereof in a written definitive and binding agreement executed by the Borrower and the Lender or customary oral (confirmed by e-mail) "wall cross" agreement, any duty of trust or confidence with respect to, or a duty not to trade in any securities while aware of, any information regarding the Borrower. For the avoidance of doubt, the Borrower's obligations under this Section 3.03 shall not be deemed to limit or otherwise modify the Borrower's obligations under Section 5.8 of the Facility Agreement.

Section 3.04. Taxes. The Borrower shall be responsible for paying all present or future stamp, court or documentary, intangible, recording, filing or similar taxes that arise from any

payment or issuance made under, from the execution, delivery, performance or enforcement of, or otherwise with respect to, this Agreement.

Section 3.05. Fees and Expenses. Regardless of whether the Effective Time occurs, the Borrower shall promptly reimburse the Lender for all of its reasonable out-of-pocket, costs, fees and expenses, including legal fees and expenses, incurred in connection with the negotiation and drafting of this Agreement and the other Transaction Documents and any other agreement entered into in connection herewith and the consummation (or termination) of the transactions contemplated hereby and thereby.

Section 3.06. Listing. From and after the Effective Time, for so long as any Securities remain outstanding, (i) the Borrower shall use commercially reasonable efforts to maintain the Common Stock's listing on Nasdaq; and (ii) the Borrower shall not take any action which would be reasonably expected to result in the delisting or suspension of trading the Common Stock on the Nasdaq Global Select Market or Nasdaq Capital Market tier of the Nasdaq Stock Market. The Borrower shall pay all fees and expenses in connection with satisfying its obligations under this Section 3.07.

ARTICLE IV.
ACKNOWLEDGMENT OF THE BORROWER

Section 4.01. The Borrower irrevocably and unconditionally acknowledges, affirms and covenants to the Lender that:

(a) the Lender is not in default under the Facility Agreement and has not otherwise breached any obligations to the Borrower; and

(b) there are no offsets, counterclaims or defenses to the obligations under the Facility Agreement as of the date hereof, including the liabilities and obligations of the Borrower under the Notes or the rights, remedies or powers of the Lender in respect of any of the obligations under the Facility Agreement, and the Borrower agrees not to interpose (and each does hereby waive and release) any such defense, set off or counterclaim in any action brought by the Lender with respect thereto.

ARTICLE V.
CONDITIONS PRECEDENT.

Section 5.01. Conditions to the Borrower's Obligation. The obligation of the Borrower to consummate the Exchange with the Lender is subject to satisfaction of the following conditions on or prior to the Effective Time, provided that the conditions set forth in this Section 5.01 are for the Borrower's sole benefit and may be waived by the Borrower at any time in its sole discretion by providing the Lender with prior written notice thereof:

(a) The representations and warranties of the Lender herein shall be true and correct as of the date when made and as of the Effective Time as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such date); and

(b) The Lender shall have performed, satisfied and complied with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Lender at or prior to the Effective Time.

Section 5.02. Conditions to The Lender's Obligation. The obligation of the Lender to consummate the Exchange is subject to satisfaction of the following conditions on or prior to the Effective Time, provided that the conditions set forth in this Section 5.02 are for the Lender's sole benefit and may be waived by the Lender at any time in its sole discretion by providing the Borrower with prior written notice thereof:

(a) The Exchange Shares shall have been credited to the account of the Lender's prime broker in accordance with Section 1.04;

(b) The Borrower shall have executed and delivered to the Lender its Exchange Warrant in accordance with Section 1.04;

(c) The Lender shall have received the Cash Interest;

(d) No stock split, stock dividend, stock combination, recapitalization or similar event, and no liquidation, dissolution or similar event, shall have been effected or authorized during the period commencing on (and including) the date of this Agreement and ending at (and including) the Effective Time;

(e) The Borrower shall have delivered to the Lender evidence of authority, officer's certificates and good standing certificates in the jurisdiction of organization of the Borrower, in form and substance satisfactory to the Lender;

(f) The Lender (or its counsel) shall have received customary legal opinions from DLA Piper LLP (US), as counsel to the Borrower, in form and substance reasonably satisfactory to the Lender;

(g) The Borrower shall have delivered to the Lender a secretary's certificate, dated as the Effective Date, certifying as to (A) resolutions duly adopted by the board of directors of the Borrower authorizing this Agreement and the other documents and transactions contemplated hereby, (B) the certificate of incorporation of the Borrower, as amended, and (C) the bylaws of the Borrower, each as in effect as of the Effective Time;

(h) The Borrower shall have executed and delivered to the Lender a Registration Rights Agreement in substantially the form attached hereto as Exhibit C (the "RRA"); and

(i) The Borrower shall have delivered to the Lender such other documents relating to the transactions contemplated by this Agreement as the Lender or its counsel may reasonably request.

ARTICLE VI.
MISCELLANEOUS

Section 6.01. Entire Agreement. This Agreement together with the other Transaction Documents constitute the entire agreement, and supersede all other prior and contemporaneous agreements and understandings, both oral and written, between the Lender and the Borrower with respect to the subject matter hereof.

Section 6.02. Amendments and Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed by the Borrower and the Lender. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

Section 6.03. Successors and Assigns. All of the covenants and provisions of this Agreement by or for the benefit of the Lender or the Borrower shall bind and inure to the benefit of their respective successors and permitted assigns. No party hereunder may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, except that the Lender may assign or otherwise transfer its rights hereunder in respect of any Securities to any transferee or assignee of such Securities (in whole or in part), provided that the Lender agrees in writing with the transferee or assignee to assign such rights, and such assignee or transferee agrees in writing to accept such rights subject to, and to be bound by, the terms of this Agreement, and a copy of such agreement is furnished to the Borrower after such transfer or assignment.

Section 6.04. Notices. Any notice, request or other communication to be given or made under this Agreement shall be in writing and shall be given in accordance with Section 8.1 of the Facility Agreement, the provisions of which are incorporated by reference herein, with the same force and effect as if fully set forth herein, *mutatis mutandis*.

Section 6.05. Applicable Law; Consent to Jurisdiction.

(a) As part of the consideration and mutual promises being exchanged and given in connection with this Agreement, the parties hereto agree that all claims, controversies and disputes of any kind or nature arising under or relating in any way to the enforcement or interpretation of this Agreement or to the parties' dealings, rights or obligations in connection herewith, including disputes relating to the negotiations for, inducements to enter into, or execution of, this Agreement, and disputes concerning the interpretation, enforceability, performance, breach, termination or validity of all or any portion of this Agreement shall be governed by the laws of the State of New York without giving effect to any laws, rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

(b) The parties hereto agree that all claims, controversies and disputes of any kind or nature relating in any way to the enforcement or interpretation of this Agreement or to the parties' dealings, rights or obligations in connection herewith, shall be brought exclusively in the state and federal courts sitting in The City of New York, borough of Manhattan. With respect to any such claims, controversies or disputes, each of the parties hereby irrevocably:

(i) submits itself and its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action in any court or tribunal other than the aforesaid courts;

(ii) waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding (A) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 6.05, (B) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) to the fullest extent permitted by the applicable law, any claim that (1) the suit, action or proceeding in such court is brought in an inconvenient forum, (2) the venue of such suit, action or proceeding is improper or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such courts; and

(iii) WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.05.

Notwithstanding the foregoing in this Section 6.05, a party may commence any action or proceeding in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

Section 6.06. Counterparts; Effectiveness. This Agreement and any amendment hereto may be executed and delivered in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. In the event that any signature to this Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver a signature to this Agreement or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract, and each party hereto forever waives any such defense.

Section 6.07. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the parties to this Agreement) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.08. Remedies; Specific Performance. The rights and remedies provided in this Agreement shall be cumulative and in addition to all other remedies available under the Facility Agreement, the Note, the Exchange Warrant, the RRA, the other Transaction Documents and/or otherwise at law or in equity. No remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy, and nothing herein shall limit the Lender's right to pursue actual damages for any failure by the Borrower to comply with the terms of this Agreement, the Facility Agreement, the Exchange Warrant, the RRA, the Note and the other Transaction Documents. The parties to this Agreement agree that irreparable damage would occur and that the parties to this Agreement would not have any adequate remedy at law in the event that any of the provisions of this Agreement, the Facility Agreement, the Exchange Warrant, the RRA or any other Transaction Document were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each of the parties to this Agreement shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, the Facility Agreement, the Exchange Warrant, the RRA or any other Transaction Document and to enforce specifically the terms and provisions of this Agreement, the Facility Agreement, the Exchange Warrant, the RRA and the other Transaction Documents in each case without the necessity of posting bond or other security or showing actual damages, and this being in addition to any other remedy to which such party is entitled at law or in equity.

Section 6.09. Effect of Headings. The section and subsection headings herein are for convenience only and not part of this Agreement and shall not affect the interpretation thereof.

Section 6.10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

Section 6.11. Reservation of Rights. The Lender has not hereby waived any of the Lender's rights or remedies arising from any breach or default or any right otherwise available under the Facility Agreement, any other Transaction Document or at law or in equity as to the Note. The Lender expressly reserves all such rights and remedies.

Section 6.12. Further Assurances. The parties hereby agree, from time to time, as and when reasonably requested by any other party hereto, to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements, including secretary's

certificates, stock powers and irrevocable transfer agent instructions, and to take or cause to be taken such further or other action, as any party may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Agreement. Without limiting the foregoing, the Borrower shall (a) use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in an expeditious manner, the transactions contemplated hereby, including by using its reasonable best efforts to satisfy, or cause to be satisfied, each of the conditions set forth in Section 5.02, and (b) shall not, through or pursuant to any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed by it hereunder, but shall at all times in good faith carry out of all the provisions of this Agreement.

Section 6.13. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

Section 6.14. Interpretative Matters. Unless otherwise indicated or the context otherwise requires, (a) all references to Sections, Schedules, Appendices or Exhibits are to Sections, Schedules, Appendices or Exhibits contained in or attached to this Agreement, (b) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (c) the words "hereof," "herein" and words of similar effect shall reference this Agreement in its entirety, and (d) the use of the word "including" in this Agreement shall be by way of example rather than limitation. Unless otherwise indicated, references to "Transaction Documents" in this Agreement refer to Transaction Documents, each as amended as of the Effective Date, including as provided by this Agreement.

Section 6.15. Payment Set Aside. Notwithstanding anything to the contrary contained herein, if any payment or transfer (or any portion thereof) to the Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, avoided, rescinded, set aside or otherwise required to be return or repaid, whether in bankruptcy, reorganization, insolvency or similar proceedings involving the Borrower or otherwise, then the Obligations purportedly satisfied with such payment or transfer, to the extent that such payment is or must be invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, avoided, rescinded, set aside or otherwise required to be return or repaid, shall immediately be reinstated, without need for any action by any Person, and shall be enforceable against the Borrower, any guarantor and their successors and permitted assigns as if such payment had never been made (in which case this Agreement shall in no way impair the claims of the Lender with respect to such payment or transfer). The provisions of this Section 6.15 shall survive the satisfaction in full of the Obligations and the termination of the Facility Agreement.

Section 6.16. No Fiduciary Relationship. The Borrower acknowledges and agrees that (a) the Lender is acting at arm's length from the Borrower with respect to this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby; (b) the Lender will not, solely by virtue of this Agreement or any of the Transaction Documents or any transaction contemplated hereby or thereby, become an Affiliate of, or have any agency, tenancy or joint venture relationship with, the Borrower; (c) the Lender has not acted, and is not and will not be

acting, as a financial advisor to, or fiduciary (or in any similar capacity) of, or has any fiduciary or similar duty to, the Borrower with respect to, or in connection with, this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby, and the Borrower agrees not to assert, and hereby waives, any claim that the Lender has any fiduciary duty to the Borrower; (d) any advice given by the Lender or any of its representatives or agents in connection with this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to the Lender's performance of its obligations hereunder and thereunder; and (e) the Borrower's decision to enter into this Agreement has been based solely on the independent evaluation by the Borrower and their representatives.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first written above.

THE BORROWER:

SIENTRA, INC.

By: /s/ Andrew Schmidt
Name: Andrew Schmidt
Title: CFO

[*Signature Page to Exchange Agreement*]

AGENT AND LENDER:

DEERFIELD PARTNERS, L.P.

By: Deerfield Mgmt, L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

[*Signature Page to Exchange Agreement*]

Exhibit A
Facility Agreement

Exhibit B
Form of Exchange Warrant

Exhibit C
Form of Registration Rights Agreement

Exhibit 10.3

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of October 12, 2022, is entered into by and among Sientra, Inc., a Delaware corporation (the "Company"), and Deerfield Partners, L.P. (the "Lender"). Capitalized terms used and not otherwise defined herein have the meanings given to them in the Facility Agreement (as defined below).

WHEREAS:

A. The Company and the Lender are parties to that certain Registration Rights Agreement, dated as of March 11, 2020 (the "Existing Registration Rights Agreement") pursuant to which, the Company filed with the United States Securities and Exchange Commission ("SEC") a Registration Statement (File No. 333-237636) on Form S-3, which registered the resale of an aggregate of 14,634,147 shares of Common Stock and was declared effective by the SEC as of May 7, 2020 (the "Existing Registration Statement"). For the avoidance of doubt, the Existing Registration Statement and prospectus included therein constitute a Registration Statement and Prospectus (each as defined in this Agreement), respectively, under this Agreement.

B. In connection with the Amended and Restated Facility Agreement, of even date herewith (the "Facility Agreement"), by and among the Company, the other Loan Parties (as defined therein), the lenders party thereto from time to time (the "Lenders"), and Deerfield Partners, L.P. ("Deerfield Partners"), as agent for itself and the Lenders the Company has agreed, upon the terms and subject to the conditions contained therein, to amend and restate $50,000,000 aggregate principal amount of the Original Loan Convertible Notes (after giving effect to the transactions contemplated by the Exchange Agreement) and to execute and deliver to the Lenders $23,000,000 aggregate principal amount of the Disbursement Date Convertible Notes, which, in each case, are convertible into shares of the Company's common stock (the "Common Stock"), and may issue to the Lenders warrants to purchase Common Stock upon the prepayment of the Obligations (or a portion thereof) in accordance with the Facility Agreement;

C. Contemporaneously with the execution and delivery of the Facility Agreement, Deerfield Partners and the Company are entering into the Exchange Agreement, pursuant to which the Company is issuing to Deerfield Partners shares of Common Stock and Pre-Funded Warrants (as defined in the Exchange Agreement) in exchange for $10,000,000 aggregate principal amount of the Original Loan Convertible Notes; and

D. To induce the Lenders to execute and deliver the Facility Agreement and the Exchange Agreement, the Company has agreed to amend and restated the Existing Registration Rights Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and the Lender hereby agree as follows:

1. DEFINITIONS.

a. As used in this Agreement, the following terms shall have the following meanings:

(i) "Additional Filing Deadline" means, with respect to any Registration Statements that may be required pursuant to Section 2(a)(ii), (A) the first date or time that such Registrable Securities may then be included in a Registration Statement if such Registration Statement is required because the SEC shall have notified the Company in writing that certain Registrable Securities were not eligible for inclusion on a previously filed Registration Statement, or (B) if such additional Registration Statement is required for a reason other than as described in (A) above, the twentieth (20th) day following the date on which the Company first knows, or reasonably should have known, that such additional Registration Statement is required.

(ii) "Additional Registration Deadline" means, with respect to any additional Registration Statement(s) required pursuant to Section 2(a)(ii), the thirtieth (30th) day following (A) the first date or time that such Registrable Securities may then be included in a Registration Statement if such Registration Statement is required because the SEC shall have notified the Company in writing that certain Registrable Securities were not eligible for inclusion on a previously filed Registration Statement, or (B) if such additional Registration Statement is required for a reason other than as described in (A) above, the fortieth (40th) day following the date on which the Company first knows, or reasonably should have known, that such additional Registration Statement(s) is required.

(iii) "Investor" means the Lender and any transferee or assignee who agrees to become bound by the provisions of this Agreement in accordance with Section 10 hereof.

(iv) "Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder, and any successor statute.

(v) "FINRA" means the Financial Industry Regulatory Authority (or successor thereto).

(vi) "Filing Deadline," for the Registration Statement required pursuant to Section 2(a)(i), means the date that is fifteen (15) calendar days following the Issuance Date, and, for each Registration Statement required pursuant to Section 2(a)(ii) means the Additional Filing Deadline.

(vii) "Issuance Date" means October 12, 2022.

(viii) "Person" means and includes any natural person, partnership, joint venture, corporation, trust, limited liability company, limited company, joint stock company, unincorporated organization, government entity or any political subdivision or agency thereof, or any other entity.

(ix) "Prospectus" means (i) any prospectus (preliminary or final) included in any Registration Statement (including the Existing Registration Statement), as may be amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to such prospectus, including post-effective amendments, and all material incorporated by reference in such prospectus, and (ii) any "free writing prospectus" as defined in

Rule 405 under the Securities Act (or any successor rule thereto) relating to any offering of Registrable Securities pursuant to a Registration Statement.

(x) "Register," "Registered," and "Registration" refer to a registration effected by preparing and filing a Registration Statement or Statements in compliance with the Securities Act and pursuant to Rule 415 under the Securities Act and the declaration or ordering of effectiveness of such Registration Statement by the United States Securities and Exchange Commission (the "SEC").

(xi) "Registrable Securities," means (a) any shares of Common Stock (the "Conversion Shares") issued or issuable upon conversion or exchange of, or otherwise pursuant to or in respect of, the Convertible Notes (without giving effect to any limitations on conversion set forth in the Convertible Notes), (b) the shares of Common Stock issued or issuable pursuant to the Exchange Agreement, (c) any shares of Common Stock (the "Warrant Shares") issued or issuable upon exercise or exchange of, or otherwise pursuant to or in respect of, the Warrants (including, for the avoidance of doubt, any Warrants that would be issuable upon the payment, prepayment repayment or redemption of the principal amount of the Convertible Notes), without giving effect to any limitations on exercise set forth in the Warrants, and assuming the exercise thereof for cash, (d) any additional shares of Common Stock issuable in connection with any anti-dilution provisions in the Convertible Notes or the Warrants (c) any other shares of Common Stock issuable pursuant to the terms of the Convertible Notes, the Warrants, the Facility Agreement, the Exchange Agreement or this Agreement, and (d) any securities issued or issuable upon any stock split, dividend, distribution, recapitalization, reorganization, reclassification or similar event with respect to any of the foregoing.

(xii) "Registration Deadline" shall mean, for purposes of the Registration Statement required pursuant to Section 2(a)(i), the earlier of (i) the date that is seventy-five (75) days after the date that the applicable Registration Statement is actually filed or (ii) the date that is seventy-five (75) days after the applicable Filing Deadline and, with respect to any Registration Statement required pursuant to Section 2(a)(ii), the Additional Registration Deadline.

(xiii) "Registration Statement(s)" means any registration statement(s) of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including the Existing Registration Statement), all amendments and supplements to such Registration Statement, including post-effective amendments, and all exhibits to, and all material incorporated by reference in, such Registration Statement.

(xiv) "Rule 415" means Rule 415 under the Securities Act or any successor rule providing for the offering of securities on a continuous basis.

(xv) "Warrants" means the Warrants (for the avoidance of doubt, as defined in the Facility Agreement) and the Pre-Funded Warrants (as defined in the Exchange Agreement).

2. REGISTRATION.

a. **MANDATORY REGISTRATION.** (i) Following the Issuance Date, the Company shall prepare, and, as soon as practicable and in any event on or prior to the applicable Filing Deadline, file with the SEC a Registration Statement (the "Mandatory Registration Statement") on Form S-3 (or, if Form S-3 is not then available, on such form of Registration Statement as is

then available to effect a Registration of the Registrable Securities, subject to the consent of the Investors, which consent shall not be unreasonably withheld) covering the resale of all of the Registrable Securities, which Registration Statement, to the extent allowable under the Securities Act and the rules and regulations promulgated thereunder (including Rule 416), shall state that such Registration Statement also covers such indeterminate number of additional shares of Common Stock as may become issuable pursuant to the Convertible Notes, the Warrants, the Conversion Shares or the Warrant Shares to prevent dilution resulting from stock splits, stock dividends, stock issuances or similar transactions. The number of shares of Common Stock initially included in such Registration Statement shall be no less than 68,580,865 shares of Common Stock, subject to adjustment for any Stock Event. Each Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided to (and shall be subject to the approval, which shall not be unreasonably withheld or delayed, of) the Investors and their counsel prior to its filing or other submission.

(ii) If for any reason, despite the Company's use of its reasonable best efforts to include all of the Registrable Securities in the Registration Statement filed pursuant to Section 2 (a)(i) above (and subject to Section 3(q) below), the SEC does not permit all of the Registrable Securities to be included in, or for any other reason any Registrable Securities are not then included in, such Registration Statement, then the Company shall prepare, and, as soon as practicable but in no event later than the Additional Filing Deadline, file with the SEC an additional Registration Statement covering the resale of all Registrable Securities not already covered by an existing and effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415.

(iii) Subject to any SEC comments, any Registration Statement pursuant to this Section 2(a) shall include a "plan of distribution" approved by the holders of a majority-in-interest of the Registrable Securities to be included in such Registration Statement. No Investor shall be named as an "underwriter" in the Registration Statement without the Investor's prior written consent; provided that, notwithstanding any other provision in this Agreement, if despite the Company's compliance with Section3(p), the SEC or the Securities Act requires such Investor(s) to be named as an "underwriter" in the Registration Statement and such Investor(s) withhold written consent to be so named, the Company's failure to fulfill its obligations under this Section2(a) as a result thereof shall not constitute a violation of this Agreement.

(iv) Unless the SEC does not so permit or otherwise directed by the Investors, each Registration Statement filed pursuant to this Section 2(a) shall include a combined prospectus for the resale of the Registrable Securities registered by such Registration Statement, the Existing Registration Statement and any other Registration Statement previously filed hereunder, and shall be deemed a post-effective amendment to the Existing Registration Statement or, other previously filed Registration Statement in accordance with Rule 429 under the Securities Act.

(v) The Company hereby acknowledges and agrees that the shares of Common Stock covered by the Existing Registration Statement consist of Conversion Shares that continue to be issuable upon conversion of the Original Loan Convertible Notes, as amended as of the date hereof, that remain outstanding after the date hereof (such shares, collectively, the "Previously Registered Shares"). Without limiting any of the Company's obligations hereunder or under the Existing

Registration Rights Agreement, the Company hereby agrees to take such actions as shall be necessary (including filing a supplement to the prospectus included in the Existing Registration Statement within two Business days after the date hereof to reflect the amendments to the Notes upon conversion which the Previously Registered Shares are issuable) to keep the Existing Registration Statement continuously effective and available for the resale of all of the Previously Registered Shares in accordance with the plan of distribution set forth therein.

b. **PIGGY-BACK REGISTRATIONS.** If at any time prior to the expiration of the Registration Period (as hereinafter defined) the Company shall determine (i) to file with the SEC a registration statement under the Securities Act relating to an offering for its own account or for the account of any other holder of its equity securities (other than securities being registered on Form S-4 or Form S-8 or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans), and/or (ii) otherwise to effect an underwritten offering of any securities of the Company of a type included in a then effective Registration Statement, the Company shall send to each Investor written notice of such determination, and if within fifteen (15) days after the effective date of such notice the Investor shall so request in writing, the Company shall include in such Registration Statement and/or include in such underwritten offering, as applicable, all or any part of such Investor's Registrable Securities that the Investor requests to be registered and/or included in the underwritten offering, as applicable, except that if in connection with any underwritten offering for the account of the Company, the managing underwriter(s) thereof shall impose a limitation on the number of Registrable Securities which may be included in such offering because, in such underwriter(s)' reasonable judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such underwritten offering only such limited portion of the Registrable Securities with respect to which the Investor has requested inclusion hereunder as the underwriter(s) shall permit;

provided, however, that the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities to be sold for the accounts of any holders of the Company's equity securities which are not entitled by contract to inclusion of such securities in an underwritten offering or are not entitled to pro rata inclusion with the Registrable Securities; and

provided, further, however, that, after giving effect to the immediately preceding proviso, any exclusion of Registrable Securities shall be made pro rata with holders of other securities having the contractual right to include such securities in such underwritten offering other than holders of securities entitled to inclusion of their securities in such underwritten offering by reason of demand registration rights. No right to registration of Registrable Securities under this Section 2(b) shall be construed to limit any Registration required under Section 2(a) hereof. If an Investor's Registrable Securities are included in an underwritten offering pursuant to this Section 2(b), then such Investor shall, unless otherwise agreed by the Company, offer and sell such Registrable Securities in such underwritten offering using the same underwriter or underwriters and, subject to the provisions of this Agreement, on the same terms and conditions as other shares of Common Stock included in such underwritten offering. Notwithstanding anything to the contrary set forth herein, the rights of the Investors pursuant to this Section 2(b) shall only be available in the case of an underwritten offering or in the event the Company fails to timely file,

obtain effectiveness or maintain effectiveness of any Registration Statement to be filed pursuant to Section 2(a) in accordance with the terms of this Agreement.

Each Investor acknowledges and agrees that, in the event the Company would be required by the terms of this Section 2 to provide notice to such Investor of the filing of any Registration Statement in which any Registrable Securities of any Investor are eligible to be included, the Company shall provide such notice only to counsel to such Investor (which shall be Katten Muchin Rosenman LLP (Attn: Mark D. Wood and Jonathan D. Weiner) or such other counsel as shall have been designated by such Investor), unless such Investor has given prior written instructions to the contrary to the Company. For the avoidance of doubt, nothing contained in this Agreement shall limit, or be deemed a waiver of, the obligations of the Company under Section 5.18 of the Facility Agreement.

3. OBLIGATIONS OF THE COMPANY. In connection with any registration of the Registrable Securities hereunder, the Company shall have the following obligations:

a. The Company shall prepare promptly, and file with the SEC as soon as practicable after such registration obligation arises hereunder (but in no event later than the applicable Filing Deadline), a Registration Statement with respect to the number of Registrable Securities provided in Section 2(a), as applicable, and thereafter use its reasonable best efforts to cause each such Registration Statement relating to Registrable Securities to become effective as soon as possible after such filing, but in any event shall use its reasonable best efforts to cause each such Registration Statement relating to Registrable Securities to become effective no later than the Registration Deadline, and shall thereafter use its reasonable best efforts to keep the Registration Statement current and effective pursuant to Rule 415 at all times after its effective date until such date as is the earlier of (i) the date on which all of the Registrable Securities included in such Registration Statement have been sold pursuant to such Registration Statement or Rule 144 and (ii) the date on which all of the Registrable Securities included in such Registration Statement (in the opinion of counsel to the Investors) may be immediately sold to the public without registration or restriction (including without limitation as to volume by each holder thereof), and without compliance with any "current public information" requirement, pursuant to Rule 144 under the Securities Act, assuming, in the case of the Warrants, the exercise thereof for cash (the "Registration Period"), which Registration Statement (including any amendments or supplements thereto and prospectuses contained therein), except for information provided in writing by an Investor pursuant to Section 4(a), shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein not misleading. In the event that Form S-3 is not available for the Registration of the resale of any Registrable Securities hereunder (but, for the avoidance of doubt, without in any way affecting the Company's obligation to register the resale of the Registrable Securities on such other form as is available, as provided in Section 2(a)), (i) the Company shall undertake to file, within twenty (20) days of such time as such form is available for such Registration, a post-effective amendment to the Registration Statement then in effect, or otherwise file a Registration Statement on Form S-3, registering such Registrable Securities on Form S-3; ***provided*** that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement (or post-effective amendment) on Form S-3 covering such Registrable Securities has been declared effective by the SEC, and (ii) the Company shall provide that any Registration Statement on

Form S-1 filed hereunder shall incorporate documents by reference (including by way of forward incorporation by reference) to the maximum extent possible. The Company shall use its reasonable best efforts to cause the Existing Registration Statement to remain current and continuously effective for the resale of the Registrable Securities covered thereby until such time as such Registrable Securities may be sold pursuant to an effective Registration Statement filed pursuant to this Section 2(a) following the date hereof.

b. The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to each Registration Statement and the prospectus used in connection with each Registration Statement as may be necessary to keep each Registration Statement current and effective at all times during the Registration Period, and, during the Registration Period, shall comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by each Registration Statement until such time as all of such Registrable Securities have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. In the event that on any Trading Day (as defined below) (the "Registration Trigger Date") the number of shares available under the Registration Statements filed pursuant to this Agreement is insufficient to cover all of the Registrable Securities, including all of the Registrable Securities issued or issuable upon exercise or conversion of, or otherwise pursuant to or in respect of, the Convertible Notes and the Warrants (including any additional shares of Common Stock issued in connection with any anti-dilution provisions contained in the Convertible Notes or the Warrants), without giving effect to any limitations on the Investors' ability to convert the Convertible Notes or exercise the Warrants (and assuming the exercise thereof for cash), the Company shall amend the Registration Statements, or file a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover the total number of Registrable Securities so issued or issuable (without giving effect to any limitations on exercise contained in the Convertible Notes or Warrants) as of the Registration Trigger Date as soon as practicable, but in any event within twenty (20) days after the Registration Trigger Date. The Company shall use its reasonable best efforts to cause such amendment and/or new Registration Statement to become effective as soon as practicable following the filing thereof, but in any event the Company shall cause such amendment and/or new Registration Statement to become effective within sixty (60) days of the Registration Trigger Date or as promptly as practicable in the event the Company is required to increase its authorized shares. "Trading Day" shall mean any day on which the Common Stock is traded for any period on the NASDAQ Global Select Market (the "NasdaqGS"), or if not the NasdaqGS, the principal securities exchange or other securities market on which the Common Stock is then being traded.

c. The Company shall furnish to each Investor and its legal counsel (i) promptly after the same is prepared and publicly distributed, filed with the SEC or received by the Company, one copy of each Registration Statement and any amendment thereto, each preliminary prospectus and prospectus and each amendment or supplement thereto, and, in the case of a Registration Statement referred to in Section 2(a), each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion of any thereof which contains information for which the Company has obtained confidential treatment, which contains information for which the Company has redacted in compliance with Regulation S-K

Item 601(b)(10), which contains or reflects any material non-public information with respect to the Company or its securities or which relates to Company matters that are in the reasonable judgment of the Company not relevant to the Investor's interests with respect to the Registrable Securities), and (ii) such number of copies of a prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as an Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Investor; provided that the Company may determine in its reasonable judgment to provide any such copies in electronic form only. The Company will promptly notify each of the Investors by electronic mail of the effectiveness of each Registration Statement or any post-effective amendment. The Company will promptly respond to any and all comments received from the SEC as soon as practicable and, as soon as practicable, but in no event later than three (3) business days, following the resolution or clearance of all SEC comments or, if applicable, following notification by the SEC that any such Registration Statement or any amendment thereto will not be subject to review, shall file a request for acceleration of effectiveness of such Registration Statement (to the extent required for such Registration Statement or amendment to become effective, by declaration or ordering of effectiveness, of such Registration Statement or amendment by the SEC) to a time and date not later than two (2) business days after the submission of such request. No later than the first business day after such Registration Statement becomes effective, the Company will file with the SEC the final prospectus included therein pursuant to Rule 424 (or successor thereto) under the Securities Act.

d. The Company shall use its reasonable best efforts to (i) register and qualify, in any jurisdiction where registration and/or qualification is required, the Registrable Securities covered by the Registration Statements under such other securities or "blue sky" laws of such jurisdictions in the United States as the Investors shall reasonably request, (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be reasonably necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be reasonably necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; ***provided, however***, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction.

e. As promptly as practicable after becoming aware of such event, the Company shall notify each Investor that holds Registrable Securities of the happening of any event, of which the Company has knowledge, as a result of which the prospectus included in any Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly prepare a supplement or amendment to any Registration Statement to correct such untrue statement or omission, and deliver such number of copies of such supplement or amendment to each Investor as such Investor may reasonably request.

f. The Company shall use its reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of any Registration Statement, and, if such an order is issued,

to obtain the withdrawal of such order at the earliest possible moment and to notify each Investor that holds Registrable Securities (and, in the event of an underwritten offering, the managing underwriters) of the issuance of such order and the resolution thereof.

g. The Company shall permit a single firm of counsel designated by the Investors ("Legal Counsel") (which shall be Katten Muchin Rosenman LLP (Attn: Mark D. Wood and Jonathan D. Weiner unless the Lender otherwise determines) to review such Registration Statement and all amendments and supplements thereto (as well as all requests for acceleration or effectiveness thereof), a reasonable period of time prior to their filing with the SEC (not less than five (5) business days but not more than eight (8) business days) and not file any documents in a form to which Legal Counsel reasonably objects and will not request acceleration of such Registration Statement without prior notice to Legal Counsel.

h. The Company shall hold in confidence and not make any disclosure of information concerning an Investor provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this or any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning any Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to such Investor prior to making such disclosure, and allow such Investor, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

i. The Company shall use its best efforts to cause all the Registrable Securities covered by each Registration Statement to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, and, to arrange for at least two market makers to register with FINRA as such with respect to such Registrable Securities.

j. The Company shall provide a transfer agent and registrar, which may be a single entity, for the Registrable Securities not later than the effective date of the initial Registration Statement.

k. The Company shall cooperate with each Investor that holds Registrable Securities being offered and the managing underwriter or underwriters with respect to an applicable Registration Statement, if any, to facilitate the timely (i) preparation and delivery of certificates (not bearing any restrictive legends) representing Registrable Securities to be offered pursuant to such Registration Statement, and enable such certificates to be registered in such names and in such denominations or amounts, as the case may be, or (ii) crediting of the Registrable Securities to be offered pursuant to a Registration Statement to the applicable account (or accounts) with The Depository Trust Company through its Deposit/Withdrawal At Custodian (DWAC) system, in any such case as such Investor or the managing underwriter or underwriters, if any, may reasonably request. Within three (3) business days after a Registration Statement which includes Registrable Securities becomes effective, the Company shall deliver, and shall cause legal counsel selected by the Company to deliver, to the transfer agent for the Registrable Securities

(with copies to each Investor) an appropriate instruction and an opinion of such counsel in the form required by the transfer agent in order to issue the Registrable Securities free of restrictive legends.

l. At the reasonable request of an Investor, the Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and any prospectus used in connection with the Registration Statement as may be necessary in order to change the plan of distribution set forth in such Registration Statement.

m. The Company shall not, and shall not agree to, allow the holders of any securities of the Company to include any of their securities (other than Registrable Securities) in any Registration Statement filed pursuant to Section 2(a) hereof or any amendment or supplement thereto under Section 3(b) hereof without the consent of Investors holding a majority-in-interest of the then outstanding Registrable Securities. In addition, the Company shall not include any securities for its own account or the account of others in any Registration Statement filed pursuant to Section 2(a) hereof or any amendment or supplement thereto filed pursuant to Section 3(b) hereof without the consent of Investors holding a majority-in-interest of the then outstanding Registrable Securities.

n. Reserved.

o. The Company shall comply with all applicable laws related to a Registration Statement and offering and sale of securities and all applicable rules and regulations of governmental authorities in connection therewith (including the Securities Act and the Exchange Act and the rules and regulations promulgated by the SEC).

p. If required by the FINRA Corporate Financing Department, the Company shall promptly effect a filing with FINRA pursuant to FINRA Rule 5110 (or successor thereto) with respect to the public offering contemplated by resales of securities under the Registration Statement (an "Issuer Filing"), and pay the filing fee required by such Issuer Filing. The Company shall use its best efforts to pursue the Issuer Filing until FINRA issues a letter confirming that it does not object to the terms of the offering contemplated by the Registration Statement.

q. If at any time the SEC advises the Company in writing that the offering of some or all of the Registrable Securities in a Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415, the Company shall use its reasonable best efforts to persuade the SEC that the offering contemplated by a Registration Statement is a bona fide secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Investors is an "underwriter." The Investors shall have the right to participate or have their respective counsel participate in any meetings or discussions with the SEC regarding the SEC's position and to comment or have their respective counsel comment on any written submission made to the SEC with respect thereto. No such written submission shall be made to the SEC to which any Investor's counsel reasonably objects. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 3(q), the SEC refuses to alter its position, the Company shall remove from the Registration Statement such portion of the Registrable Securities as the SEC requires in writing be removed therefrom. Any such cut-back imposed by the SEC as contemplated by this Section 3(q) shall be imposed on

a pro rata basis (based upon the Registrable Securities held by each of the Investors), to such portion of the Registrable Securities as the holders of a majority-in-interest of the Registrable Securities shall specify, unless otherwise required by the SEC.

r. Notwithstanding anything to the contrary in Section 3(e), at any time after the effective date of the applicable Registration Statement, the Company may delay the disclosure of material non-public information concerning the Company the disclosure of which at the time is not, in the good faith opinion of the Board of Directors of the Company and its counsel, in the best interest of the Company and is not, in the opinion of counsel to the Company, otherwise required (a "**Grace Period**"); ***provided***, that the Company shall (i) promptly notify the Investors in writing of the existence of material non-public information giving rise to a Grace Period (provided that in each notice the Company shall not disclose the content of such material non-public information to any Investor unless otherwise requested in writing by such Investor) and the date on which the Grace Period will begin, and (ii) as soon as such date may be determined, promptly notify the Investors in writing of the date on which the Grace Period ends; and, ***provided, further***, that (A) no Grace Period shall exceed forty five (45) consecutive days, (B) during any three hundred sixty five (365) day period, such Grace Periods shall not exceed an aggregate of seventy five (75) days, and (C) the first day of any Grace Period must be at least ten (10) business days after the last day of any prior Grace Period (each Grace Period that satisfies all of the requirements of this Section 3(r) being referred to as an "**Allowable Grace Period**"). For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Investors receive the notice referred to in clause (i) and shall end on and include the later of the date the Investors receive the notice referred to in clause (ii) and the date referred to in such notice. The provisions of Section 3(e) hereof shall not be applicable during the period of any Allowable Grace Period, damages shall not accrue on any day during an Allowable Grace Period, and the unavailability of a Registration Statement for resales of the Registrable Securities on any day during an Allowable Grace Period shall not constitute a "Registration Failure" (as defined in the Convertible Notes) or an "Event of Default" (as defined in the Warrants). Upon expiration of the Grace Period, the Company shall again be bound by the first sentence of Section 3(e) with respect to the information giving rise thereto unless such material non-public information is no longer applicable.

4. OBLIGATIONS OF THE INVESTOR. In connection with the registration of the Registrable Securities, each Investor shall have the following obligations:

a. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of an Investor that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. At least five (5) business days prior to the first anticipated filing date of a Registration Statement, the Company shall notify each Investor of the information the Company requires from such Investor. Any such information shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein not misleading. An Investor must provide such information to the Company at

least two (2) business days prior to the first anticipated filing date of such Registration Statement if such Investor elects to have any Registrable Securities included in the Registration Statement.

b. Each Investor, by such Investor's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Investor has notified the Company in writing of such Investor's election to exclude all of the Investor's Registrable Securities from such Registration Statement.

c. In the event of an underwritten offering pursuant to Section 2(b) in which any Registrable Securities of any Investor are to be included, such Investor agrees to enter into and perform the Investor's obligations under an underwriting agreement, in usual and customary form, including customary indemnification and contribution obligations (as applicable to selling security holders generally), with the managing underwriter of such offering and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Investor Registrable Securities; provided, however, that no Investor included in any underwritten offering (under any section hereof) shall be required to make any representations or warranties to the Company or the underwriters other than representations and warranties regarding such Investor, such Investor's ownership of its Registrable Securities to be sold in the offering, such Investor's authority to enter into the underwriting agreement and such Investor's intended method of distribution, or to undertake any indemnification or contribution obligations to the Company or the underwriters or other investment banks with respect thereto, except as provided in Section 7.

d. Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(e) or 3(f), such Investor will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(e) or 3(f); provided, however, that the foregoing shall not prohibit, or require the Investor to discontinue the settlement of, any sale of Registrable Securities with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(e) or 3(f).

5. REGISTRATION FAILURE. In the event of a Registration Failure (as defined in the Convertible Notes) or an Event of Default (as defined in the Warrants), the Investors shall be entitled to damages and such other rights as set forth in the Convertible Notes and Warrants and, subject to any applicable cure periods, all payments and remedies provided under the Facility Agreement upon the occurrence of an Event of Default (within the meaning of the Facility Agreement) and an Event of Default (within the meaning of the Warrants).

6. EXPENSES OF REGISTRATION. All reasonable expenses, other than underwriting discounts and commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualification fees, printers and accounting fees, and the fees and disbursements of counsel for the Company shall be borne by the Company. The Company shall also reimburse the Investors for the reasonable fees and disbursements of Legal Counsel in the aggregate amount up to $25,000 per registration in connection with each registration pursuant to Section 2 or 3 of this Agreement.

7. INDEMNIFICATION. In the event any Registrable Securities are included in a Registration Statement under this Agreement:

a. The Company will indemnify, hold harmless and defend (i) each Investor, (ii) the directors, officers, partners, managers, members, employees, agents of each Investor, and each Person who controls any Investor within the meaning of the Securities Act or the Exchange Act, if any, (iii) any underwriter (as defined in the Securities Act) for each Investor in connection with an underwritten offering pursuant to Section 2(b) hereof, and (iv) the directors, officers, partners, employees and each Person who controls any such underwriter within the meaning of the Securities Act or the Exchange Act, if any (each, an "Indemnified Person"), against any joint or several losses, claims, damages, liabilities or expenses (collectively, together with actions, proceedings or inquiries by any regulatory or self-regulatory organization, whether commenced or threatened, in respect thereof, "Claims") to which any of them may become subject insofar as such Claims arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in any Registration Statement, or any amendment or supplement thereto, or any filing made under state securities laws as required hereby, or the omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein not misleading; (ii) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus, or any amendment or supplement thereto, or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading; or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities (the matters in the foregoing clauses (i) through (iii) being, collectively, "Violations"). The Company shall reimburse the Indemnified Person, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees and other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 7(a) shall not apply to a Claim arising out of or based upon a Violation to the extent that such Violation occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Indemnified Person expressly for use in connection with the preparation of such Registration Statement or any such amendment thereof or supplement thereto, or (B) to any amounts paid in settlement of any Claim effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by any of the Investors pursuant to Section 10.

b. Promptly after receipt by an Indemnified Person under this Section 7 of notice of the commencement of any action (including any governmental action), such Indemnified Person shall, if a Claim in respect thereof is to be made against the Company under this Section 7, deliver to the Company a written notice of the commencement thereof, and the Company shall have the right to participate in, and, to the extent the Company so desires, to assume control of the defense thereof with counsel mutually satisfactory to the Company and the Indemnified Person, as the case may be;

provided, however, that an Indemnified Person shall have the right to retain its own counsel with the reasonable fees and expenses to be paid by the Company, if, in the reasonable opinion of counsel for such Indemnified Person, the representation by such counsel of the Indemnified Person and the Company would be inappropriate due to actual or potential differing interests between such Indemnified Person and any other party represented by such counsel in such proceeding. The Company shall pay for only one separate legal counsel for the Indemnified Persons, and such legal counsel shall be selected by the Investors. The failure to deliver written notice to the Company within a reasonable time of the commencement of any such action shall not relieve the Company of any liability to the Indemnified Person under this Section 7, except to the extent that the Company is actually prejudiced by such failure in its ability to defend such action, and shall not relieve the Company of any liability to the Indemnified Person otherwise than pursuant to this Section 7. The Company shall not, without the prior written consent of the Indemnified Persons, consent to entry of any judgment or enter into any settlement or other compromise with respect to any Claim in respect of which indemnification or contribution may be or has been sought hereunder (whether or not any such Indemnified Party is an actual or potential party to such action or claim) which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Persons of a full release from all liability with respect to such Claim or which includes any admission as to fault, culpability or failure to act on the part of any Indemnified Person. The indemnification required by this Section 7 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as any expense, loss, damage or liability is incurred.

c. Each Investor will indemnify, hold harmless and defend (i) the Company, and (ii) the directors, officers, partners, managers, members, employees, or agents of the Company, if any (each, a "Company Indemnified Person"), against any Claims to which any of them may become subject insofar as such Claims arise out of or are based upon any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities, which occurs due to the inclusion by the Company in a Registration Statement of false or misleading information about an Investor, where such information was furnished in writing to the Company by or on behalf of such Investor expressly for the purpose of inclusion in such Registration Statement. Notwithstanding anything herein to the contrary, the indemnity agreement contained in this Section 7(c) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Investors, which consent shall not be unreasonably withheld or delayed; and provided, further, however, that an Investor shall be liable under this Section 7(c) for only that amount of a Claim as does not exceed the net amount of proceeds received by such Investor as a result of the sale of Registrable Securities pursuant to such Registration Statement.

d. Promptly after receipt by a Company Indemnified Person under this Section 7 of notice of the commencement of any action (including any governmental action), such Company Indemnified Person shall, if a Claim in respect thereof is to be made against any Investor under this Section 7, deliver to such Investor a written notice of the commencement thereof, and such Investor shall have the right to participate in, and, to the extent such Investor so desires, to assume control of the defense thereof with counsel mutually satisfactory to such Investor and such Company Indemnified Person.

8. CONTRIBUTION. If for any reason the indemnification provided for in Section 7(a) or 7(c) (as applicable) is unavailable to an Indemnified Person or Company Indemnified Person (as applicable) or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the Indemnified Person or Company Indemnified Person (as applicable) as a result of the Claim in such proportion as is appropriate to reflect the relative fault of the Indemnified Person or Company Indemnified Person (as applicable) and the indemnifying party (provided that the relative fault of any Company Indemnified Person shall be deemed to include the fault of all other Company Indemnified Persons), as well as any other relevant equitable considerations. No Person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of an Investor be greater in amount than the net amount of proceeds received by such Investor as a result of the sale of Registrable Securities giving rise to such contribution obligation pursuant to the applicable Registration Statement (net of the aggregate amount of any damages or other amounts such Investor has otherwise been required to pay (pursuant to Section 7(c) or otherwise) by reason of such Investor's untrue or alleged untrue statement or omission or alleged omission).

9. REPORTS UNDER THE 1934 ACT. With a view to making available to the Investors the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit the Investors to sell securities of the Company to the public without registration, the Company agrees to:

a. make and keep public information available, as those terms are understood and defined in Rule 144;

b. file with the SEC in a timely manner (without giving effect to any extensions pursuant to Rule 12b-25 under the Exchange Act) all reports and other documents required of the Company under the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

c. so long as any of the Investors owns Registrable Securities, promptly upon request, furnish to such Investor (i) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act as required for applicable provisions of Rule 144, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company and (iii) such other information as may be reasonably requested to permit such Investor to sell such Registrable Securities pursuant to Rule 144 without registration.

10. ASSIGNMENT OF REGISTRATION RIGHTS. The rights under this Agreement shall be automatically assignable by each Investor to any transferee of all or any portion of the Registrable Securities if: (i) such Investor agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned, and (iii) at or before the time the Company receives the written

notice contemplated in clause (ii) of this sentence, the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein as applicable to the Investors. In the event that the Company receives written notice from an Investor that it has transferred all or any portion of its Registrable Securities pursuant to this Section, the Company shall have up to ten (10) days to file any amendments or supplements necessary to keep a Registration Statement current and effective pursuant to Rule 415, and the commencement date of any Registration Failure (as defined in the Convertible Notes) or Event of Default (as defined in the Convertible Notes) under the Convertible Notes caused thereby will be extended by ten (10) days. Each Investor shall at all times comply with the restrictions on transfer set forth in Section 13 of the Convertible Notes (to the extent applicable to such Investor), which provisions are hereby incorporated by reference and made a part hereof.

11. AMENDMENT OF REGISTRATION RIGHTS. Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with written consent of the Company and the holders of a majority in interest of then-outstanding Registrable Securities. Any amendment or waiver effected in accordance with this Section 11 shall be binding upon each of the Investors and the Company.

12. MISCELLANEOUS.

a. A Person is deemed to hold, and be a holder of, shares of Common Stock or other Registrable Securities whenever such Person owns of record or beneficially through a "street name" holder such shares of Common Stock or other Registrable Securities (or the Convertible Notes, Warrants or other securities upon exercise, conversion or exchange of which such Registrable Securities are directly or indirectly issuable, without giving effect to any limitations on exercise, conversion or exchange of the Convertible Notes, Warrants or other securities), and solely for purposes hereof, Registrable Securities shall be deemed outstanding to the extent they are directly or indirectly issuable upon exercise, conversion or exchange of the Convertible Notes, Warrants or other outstanding securities, without giving effect to any limits on exercise, conversion or exchange of the Convertible Notes, Warrants or other securities and, in the case of the Warrants, assuming the exercise thereof for cash. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registrable Securities (or the Convertible Notes, Warrants or other securities upon exercise, conversion or exchange of which such Registrable Securities are directly or indirectly issuable).

b. Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally or by courier (including a recognized overnight delivery service) or by electronic mail and shall be effective five days after being placed in the mail, if mailed by regular United States mail, or upon receipt, if delivered personally or by courier (including a recognized overnight delivery service) or by electronic mail, in each case addressed to a party. The addresses for such communications shall be:

If to the Company:

Sientra, Inc.
420 South Fairview Avenue, Suite 200
Santa Barbara, CA 93117
Email: oliver.bennett@sientra.com
Attn: Oliver Bennett, Esq.

With copy to:

DLA Piper LLP (US)
4365 Executive Dr., Suite 1100
San Diego, CA 92121
Email: michael.kagnoff@dlapiper.com
Attn: Michael Kagnoff, Esq.

If to an Investor:

c/o Deerfield Management Company, L.P.
345 Park Avenue South, 12th Floor
New York, New York 10010
E-mail: legalnotice@deerfield.com

With a copy to:

Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, IL 60661
E-mail: mark.wood@katten.com and jonathan.weiner@katten.com
Attn: Mark D. Wood and Jonathan D. Weiner

Each party shall provide notice to the other party of any change in address.

c. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

d. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof that would result in the application of the substantive laws of any other jurisdiction. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, borough of Manhattan. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding.

Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The parties hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provision of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

e. This Agreement, the Convertible Notes, the Warrants, the Exchange Agreement and the Facility Agreement (including all schedules and exhibits thereto) constitute the entire agreement among the parties hereto with respect to the subject matter hereof. This Agreement, the Convertible Notes, the Warrants, the Exchange Agreement and the Facility Agreement (including all schedules and exhibits thereto) supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

f. Subject to the requirements of Section 10 hereof, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, and the provisions of Sections 7 and 8 hereof shall inure to the benefit of, and be enforceable by, each Indemnified Person and Company Indemnified Person (as applicable).

g. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

h. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by electronic transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

i. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other parties may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

j. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Investors by vitiating the intent and purpose of the transactions contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for breach of its obligations hereunder will be inadequate and agrees, in the event of a breach or threatened breach by the Company of any of the provisions hereunder, that the Investors shall be entitled, in addition to all other available remedies in law or in equity, to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

k. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

l. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

m. In the event an Investor shall sell or otherwise transfer any of such holder's Registrable Securities, each transferee shall be allocated a pro rata portion of the number of Registrable Securities included in a Registration Statement for such transferor.

n. There shall be no oral modifications or amendments to this Agreement. This Agreement may be modified or amended only in writing.

o. The Company shall not grant any Person any registration rights with respect to shares of Common Stock or any other securities of the Company other than registration rights that will not adversely affect the rights of the Investors hereunder (including by limiting in any way the number of Registrable Securities that could be included in any Registration Statement pursuant to Rule 415) and shall not otherwise enter into any agreement that is inconsistent with the rights granted to the Investors hereunder.

p. The obligations of each Investor hereunder are several and not joint with the obligations of any other Investor, and no provision of this Agreement is intended to confer any obligations on any Investor vis-à-vis any other Investor. Nothing contained herein, and no action taken by any Investor pursuant hereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

q. Unless the context otherwise requires, (i) all references to Sections, Schedules or Exhibits are to Sections, Schedules or Exhibits contained in or attached to this Agreement, (ii) words in the singular or plural include the singular and plural, and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, and (ii) the use of the word "including" in this Agreement shall be by way of example rather than limitation.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the undersigned Investors and the Company have caused this Registration Rights Agreement to be duly executed as of the date first written above.

BORROWER:

SIENTRA, INC.,
a Delaware corporation

By: /s/ Andrew Schmidt
Name: Andrew Schmidt
Title: CFO

IN WITNESS WHEREOF, the undersigned Investors and the Company have caused this Registration Rights Agreement to be duly executed as of the date first written above.

INVESTOR:

DEERFIELD PARTNERS, L.P.

By: Deerfield Mgmt, L.P.,
its General Partner

By: J.E. Flynn Capital, LLC,
its General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

Exhibit 99.1

SIENTRA ANNOUNCES PRELIMINARY UNAUDITED THIRD QUARTER FINANCIAL RESULTS AND SIGNING OF SENIOR SECURED LOAN FACILITIES WITH DEERFIELD MANAGEMENT

Anticipates total third quarter net sales of $21.5-$22.5 million, up 10-15% compared to the prior year period

Restructured balance sheet with senior secured convertible debt with Deerfield Management

SANTA BARBARA, Calif., October 12, 2022 (GLOBE NEWSWIRE) — Sientra, Inc. (NASDAQ: SIEN) ("Sientra" or the "Company"), a medical aesthetics company focused on enhancing lives by advancing the art of plastic surgery, today announced preliminary unaudited financial results for the third quarter 2022. The Company also announced that it had entered a new financing arrangement with a fund managed by Deerfield Management to restructure the Company's balance sheet.

Ron Menezes, Sientra's President, and Chief Executive Officer said "We are extremely proud of our team's execution during the quarter, which is potentially the largest breast products quarter in company history. Our growth was driven by robust reconstruction demand and continued market share gains in augmentation. We look forward to continuing this momentum into 2023 and beyond as we prepare to launch our new fat transfer product and ground-breaking Allox2® PRO tissue expander."

"We are also delighted to have reached an agreement with Deerfield Management that improves the Company's balance sheet. We believe that Deerfield's continued investment in the Company represents a vote of confidence in our strategy and execution. We now have enhanced financial flexibility and cash runway to drive the Company's continued growth and market expansion," concluded Mr. Menezes.

Third Quarter 2022 Preliminary Financial Results

The quarterly financial estimates included in this release are prior to the completion of management's review and audit procedures by Sientra's external auditors and are therefore subject to adjustment.
Sientra anticipates total net sales for the third quarter of 2022 to be approximately $21.5-$22.5 million, an increase of approximately 10-15%, compared to the same period last year. The Company is also reiterating prior full year 2022 revenue guidance of $90-95 million.
Sientra anticipates net cash and cash equivalents at the end of the third quarter of 2022 to be approximately $19 million. Sientra also anticipates cash flow from operating activities plus capital expenditures (free cash flow) to be between negative $3 to $4 million in the third quarter of 2022 as compared to negative $15.4 million in the same period last year.

Debt Refinancing

On October 12, 2022, the Company entered into an agreement with a fund managed by Deerfield Management to refinance the Company's existing term loan and convertible note debt. As a result of the financing, the Company has reduced its total debt load by approximately $10 million, to $73 million, while extending its maturity dates to March 2026 and beyond. Proceeds from the financing are to be used to retire the Company's existing $21 million senior secured term loan facility in full, and related financing expenses.

Under the terms of the financing, Sientra entered into a new senior secured convertible note of $23 million, with a conversion price of $1.00, representing a 35% premium over the Company's closing stock price on October 11, 2022. The new note will accrue interest at SOFR + 5.75% per annum and has a 5-year maturity until October 2027. The Company also amended its existing convertible note to make it senior secured debt, reduce the principal outstanding by $10 million to $50 million through a concurrent at-the-market equity exchange with Deerfield, and extend the maturity date by 12 months to March 2026. The conversion price on the existing note was also reset to $2.75, representing an 272% premium over the Company's closing stock price on October 11, 2022. Interest on the existing note remains unchanged at 4% per annum. Please refer to the Company's current report on Form 8-K filed today with the Securities and Exchange Commission for more information.

Use of Non-GAAP Financial Measures

This press release references free cash flow, which is a financial measure that is not prepared in accordance with generally accepted accounting principles in the United States (GAAP). The Company defines free cash flow as net cash flow from operating activities – continuing operations less purchases of property and equipment.

There are limitations in using non-GAAP financial measures because they are not prepared in accordance with GAAP and may be different from non-GAAP financial measures used by other companies. These non-GAAP financial measures should not be considered in isolation or as a substitute for GAAP financial measures. Investors and potential investors should consider non-GAAP financial measures only in conjunction with Sientra's financial statements prepared in accordance with GAAP and the reconciliations of the non-GAAP financial measures provided in the schedules below.

The following table reconciles forecasted and actual net cash flow from operating activities—continuing operations to forecasted and actual free cash flow for the following periods (in thousands):

	Three Months Ended			
	September 30, 2022 Forecasted Range	June 30, 2022 Actual	March 31, 2022 Actual	September 30, 2021 Actual
Net cash flow from operating activities	$(2,500) - $(3,000)	$(12,986)	$(17,859)	$(13,724)
Purchase of property and equipment	(500) - (1,000)	(567)	(246)	(1,712)
Free cash flow	$(3,000) - $(4,000)	$(13,553)	$(18,105)	$(15,436)

About Sientra

Headquartered in Santa Barbara, California, Sientra is a medical aesthetics company exclusively focused on plastic surgery. The Company mission is to offer proprietary innovations and unparalleled partnerships that radically advance how plastic surgeons think, work and care for their patients. Sientra has developed a broad portfolio of products with technologically differentiated characteristics, supported by independent laboratory testing and strong clinical trial outcomes. The Company's product portfolio includes its Sientra round and shaped breast implants, the first fifth generation breast implants approved by the FDA for sale in the United States, its ground-breaking Allox2® breast tissue expander with patented dual-port and integral drain technology, the AuraGen fat grafting system, and BIOCORNEUM®, the #1 performing, preferred and recommended scar gel of plastic surgeons (*).

Sientra uses its investor relations website to publish important information about the Company, including information that may be deemed material to investors. Financial and other information about Sientra is routinely posted and is accessible on the Company's investor relations website at www.sientra.com.

(*) Data on file

Forward-Looking Statements

This press release contains forward-looking statements, which are generally statements that are not historical facts. Forward-looking statements can be identified by the words "expects," "anticipates," "believes," "intends," "estimates," "plans," "will," "outlook" and similar expressions. Forward-looking statements are based on management's current plans, estimates, assumptions and projections, and speak only as of the date they are made. We undertake no obligation to update any forward-looking statement in light of new information or future events, except as otherwise required by law. Forward-looking statements involve inherent risks and uncertainties, most of which are difficult to predict and are generally beyond our control. Actual results or outcomes may differ materially from those implied by the forward-looking statements as a result of the impact of a number of factors, many of which are discussed in more detail in our Annual Report on Form 10-K and our other reports filed with the Securities and Exchange Commission.

Investor Relations Contact

Aman R. Patel, CFA

aman.patel@westwicke.com