

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

PROMISSORY NOTE

[\$_____], _____, 2014
New York, New York

For value received, Compressus Inc., a Delaware corporation (the “Company”), promises to pay to [_____], an individual (the “Holder”), the principal sum of [_____] dollars (\$_____). Interest shall accrue from the date of this Note on the unpaid principal amount at a rate of eight percent (8%) per annum, such interest to be paid by the Company to the Holder on or about the maturity date of this promissory note (“this Note”). This Note is subject to the following terms and conditions.

1. **Maturity.** Principal and any accrued but unpaid interest under this Note shall be due and payable upon demand by the Holder upon the six (6) month anniversary of the date hereof. The Company may exercise the option to extend the Note by a period of an additional six (6) months. Notwithstanding the foregoing, the entire unpaid principal sum of this Note, together with any accrued but unpaid interest thereon, shall become immediately due and payable upon the insolvency of the Company, the commission of any act of bankruptcy by the Company, the execution by the Company of a general assignment for the benefit of creditors, the filing by or against the Company of a petition in bankruptcy or any petition for relief under the U.S. Bankruptcy Code, as amended, or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Company.

2. **Payment; Prepayment.** All payments shall be made in lawful money of the United States of America at such place as the Holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to any accrued interest then due and payable and the remainder applied to principal. Prepayment of this Note may be made at any time by the Company without the prior consent of Holder, but only after the first month anniversary of the date of issuance of this Note.

3. **Transfer; Successors and Assigns.** The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and

assigns of the parties. Notwithstanding the foregoing, the Holder may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Company, except for transfers to affiliates. Subject to the preceding sentence, this Note may be transferred only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note.

4. **Governing Law.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

5. **Amendments and Waivers.** Any term of this Note may be amended and the observance of any of the terms of this Note may be waived only with the written consent of the Company and the Holder. Any amendment or waiver effected in accordance with this Section 5 shall be binding upon the Company, the Holder and each transferee of any Note.

6. **Notices.** Any notice or demand permitted or required under this Note must be made in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by facsimile transmission, if confirmed by the other means described in clause (a) or (b), and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be addressed as follows:

If to Company to:

Compressus Inc.
101 Constitution Ave. NW
Suite 800
Washington, DC 20001
Attn.: Daniel B. Scherder

If to Holder to:

[_____

_____]

Any party may by notice given in accordance with this Section 6 to the other parties designate another address or person for receipt of notices hereunder.

[Signature Page Follows]

This Promissory Note shall be effective as of the date first set forth above.

COMPANY:

COMPRESSUS INC.

By: _____

Name: Daniel B. Scherder

Title: Managing Director of Capital
Strategy and the Government Sector