
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

SCHEDULE 13D
(Rule 13d-101)

**Information to be Included in Statements Filed Pursuant
to § 240.13d-1(a) and Amendments Thereto Filed
Pursuant to § 240.13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. 2)**

Telesis Bio Inc.

(Name of Issuer)

**Common Stock, \$0.0001
par value per share
(Title of Class of Securities)**

**192003101
(CUSIP Number)**

**Novalis LifeSciences LLC
170 Commerce Way, Suite 200
Portsmouth, NH 03801
603-339-0084**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**July 16, 2024
(Date of Event Which Requires Filing of This Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (“Act”), or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of reporting persons Novalis LifeSciences Investments II, L.P.	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds OO	
5	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with:	7	Sole voting power 0 shares of Common Stock
	8	Shared voting power 420,435 shares of Common Stock (1)
	9	Sole dispositive power 0 shares of Common Stock
	10	Shared dispositive power 420,435 shares of Common Stock (1)
11	Aggregate amount beneficially owned by each reporting person 420,435 shares of Common Stock (1)	
12	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 19.99% (1)	
14	Type of reporting person PN	

- (1) On June 5, 2023, Novalis LifeSciences Investments II, L.P. (“Novalis LifeSciences”) purchased (i) 155,000 shares of Redeemable Convertible Preferred Stock, which shares are eligible for conversion as of the date hereof into an aggregate of 398,301 shares of Common Stock at the sole discretion of Novalis LifeSciences, and (ii) Warrants to purchase an aggregate of 546,552 shares of Common Stock (in each case giving effect to the Issuers 1-for-18 reverse stock split of its Common Stock on May 9, 2024). As a result of the Beneficial Ownership Blocker, beneficial ownership of the Reporting Persons is capped at 19.99% of the outstanding Common Stock of the Issuer, representing 420,435 shares of Common Stock calculated as described herein as of the date hereof.

The calculation of the beneficial ownership of the Reporting Persons is based on (i) 1,682,794 shares of Common Stock issued and outstanding as of May 8, 2024, as reported by the Issuer in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 and (ii) an aggregate of 420,435 shares of Common Stock to be issued upon conversion or exercise of the Redeemable Convertible Preferred Stock or Warrants held by Novalis LifeSciences, which reflects the Beneficial Ownership Blocker.

1	Names of reporting persons Novalis LifeSciences Investments II GP, LLC	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds OO	
5	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with:	7	Sole voting power 0 shares of Common Stock
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1	Names of reporting persons Marijn E Dekkers	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds OO	
5	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization United States of America	
Number of shares beneficially owned by each reporting person with:	7	Sole voting power 0 shares of Common Stock
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1	Names of reporting persons Paul M. Meister	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds OO	
5	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
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Item 1. Security and Issuer

This Amendment No. 2 to Schedule 13D (this “Amendment No. 2”) amends and supplements the Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission (the “SEC”) on June 15, 2023, as amended by Amendment No. 1 filed with the SEC on June 10, 2024 (“Amendment No. 1”, and such Schedule 13D as amended by Amendment No. 1, the “Schedule 13D”), relating to shares of common stock, par value \$0.0001 per share (“Common Stock”), of Telesis Bio Inc., a Delaware corporation (the “Issuer”).

Unless specifically amended or supplemented by this Amendment No. 2, the disclosures set forth in the Schedule 13D remain unchanged. Capitalized terms used but not otherwise defined in this Amendment No. 2 shall have the meanings assigned to them in the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following:

In connection with the issuance of the Promissory Note (as defined herein), on July 16, 2024, the Issuer, Novalis LifeSciences and Northpond Ventures III, LP entered into a letter agreement (the “Director Designation Agreement”) that provides Novalis LifeSciences and Northpond Ventures III, LP the right to collectively nominate five additional directors (each, a “Director Nominee”) to the Board of the Issuer. To the extent a Director Nominee is not reelected to the Board or otherwise ceases to serve as a director at any time that Novalis LifeSciences and Northpond Ventures III, LP, together with their respective affiliates, collectively hold at least 10% of the outstanding Common Stock (calculated after giving effect to the full conversion of any shares of Redeemable Convertible Preferred Stock and full exercise of any then in-the-money Warrants then held by Novalis LifeSciences or Northpond Ventures III, LP, or any of their respective affiliates, in each case, without giving effect to the Beneficial Ownership Blocker (as defined herein)), the Issuer has agreed to take all necessary action to appoint a replacement director designated jointly by Novalis LifeSciences and Northpond Ventures III, LP.

As of the date hereof, Steve Golub, Sarah Hlavinka, Mike Hodges, MD, Todd Krueger and Jim Weismann serve on the Board of the Issuer as the designees of Novalis LifeSciences and Northpond Ventures III, LP pursuant to the Director Designation Agreement.

References to and the description of the Director Designation Agreement set forth in this Item 4 do not purport to be complete and are qualified in their entirety by reference to the Director Designation Agreement, which is filed as an exhibit hereto and incorporated by reference herein.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following:

Promissory Note

On July 16, 2024, the Issuer issued an unsecured promissory note with a principal amount of \$2,925,000 in favor of Novalis LifeSciences (the “Promissory Note”). The Promissory Note has a maturity date of January 16, 2026 (the “Maturity Date”), on which date the Issuer promises to pay Novalis LifeSciences the principal amount of the Promissory Note and all accrued but unpaid interest. The principal amount outstanding under the Promissory Note bears interest at a rate of 12.00% per annum. The Issuer may exercise its right to prepay the Promissory Note, upon which the Issuer shall pay the principal amount to be prepaid accompanied by all accrued but unpaid interest. In the event of a default under the Promissory Note, additional interest will accrue on all outstanding amounts under the Promissory Note at a rate of 14.00% per annum.

References to and the description of the Promissory Note set forth in this Item 6 do not purport to be complete and are qualified in their entirety by reference to the Promissory Note, a form of which is filed as an exhibit hereto and incorporated by reference herein.

Director Designation Agreement

The description of the Director Designation Agreement set forth in Item 4 of this Schedule 13D is incorporated by reference in its entirety into this Item 6.

Registration Rights Waiver

On July 16, 2024, Novalis LifeSciences, together with Northpond Ventures, LP, entered into a Waiver Agreement with the Issuer (the “Waiver Agreement”), which provides for the deferral of certain liquidated damages that would otherwise be owed to the Investors, subject to certain limitations set forth therein.

References to and the description of the Waiver Agreement set forth in this Item 6 do not purport to be complete and are qualified in their entirety by reference to the Waiver Agreement, which is filed as an exhibit hereto and incorporated by reference herein.

Item 7. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Exhibit A Form of Promissory Note

Exhibit B Letter Agreement

Exhibit C Waiver Agreement

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 18, 2024

NOVALIS LIFESCIENCES INVESTMENTS II, L.P.

By: Novalis LifeSciences Investments II GP, LLC,
its general partner

By: /s/ Paul M. Meister

Name: Paul M. Meister

Title: Authorized Signatory

NOVALIS LIFESCIENCES INVESTMENTS II GP, LLC

By: /s/ Paul M. Meister

Name: Paul M. Meister

Title: Authorized Signatory

/s/ Marijn E. Dekkers

Marijn E. Dekkers

/s/ Paul M. Meister

Paul M. Meister

**TELESIS BIO INC.
PROMISSORY NOTE**

July 16, 2024 (the “**Closing Date**”)
New York, New York

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, Telesis Bio Inc., a Delaware corporation (the “**Borrower**”) hereby promise to pay to _____ (the “**Noteholder**”), the principal sum of _____, plus any interest accrued thereon from time to time in accordance with Section 2.1 hereof, as provided in this Promissory Note (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, the “**Note**”).

On the date hereof, simultaneous with the issuance of this Note to the Noteholder, the Borrower is issuing promissory Notes to the persons listed on Schedule I hereto in the amounts set forth opposite their respective names on Schedule I hereto (each, an “**Investor**” and collectively the “**Investors**”), and following the date hereof, the Borrower may issue additional promissory Notes to the Investors (or any of their respective affiliates) on substantially the same terms of this Note (this Note and such other Notes hereinafter referred to collectively as the “**Investor Notes**”); provided that, without the consent of the holders of a majority in interest of the aggregate outstanding principal amount of the Investor Notes (the “**Requisite Noteholders**”), the Borrower shall not issue additional Investor Notes after the Closing Date.

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in this Section 1.

“**Business Day**” means a day other than a Saturday or Sunday or other day on which commercial banks are authorized or required to close in New York City.

“**Change of Control**” means each of the following events (unless the Requisite Noteholders elect otherwise by written notice):

(a) A reorganization, merger or consolidation in which:

(i) the Borrower is a constituent party or

(ii) a subsidiary of the Borrower is a constituent party and the Borrower issues shares of its capital stock pursuant to such reorganization, merger or consolidation, except any such reorganization, merger or consolidation involving the Borrower or a subsidiary in which the shares of capital stock of the Borrower outstanding immediately prior to such reorganization, merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such reorganization, merger or consolidation, a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly-owned subsidiary of another corporation immediately following such reorganization, merger or consolidation, the parent corporation of such surviving or resulting corporation;

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Borrower or any subsidiary of the Borrower of all or substantially all of the assets of the Borrower and its subsidiaries taken as a whole or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Borrower if substantially all of the assets of the Borrower and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned subsidiary of the Borrower;

(c) issuance or transfer of shares of capital stock of the Borrower, in a single transaction or series of related transactions, representing at least thirty five percent (35%) of the voting power of the voting securities of the Borrower (but excluding issuances of equity securities (or securities convertible into equity securities) by the Borrower in a bona fide financing that is primarily for its capital-raising purposes and in which all consideration from such issuances, net of expenses, is received by the Borrower); or

(d) Any tender offer or exchange offer (whether by the Borrower or another person or entity) is completed pursuant to which holders of common stock of the Borrower are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of thirty five percent (35%) or more of the outstanding common stock of the Borrower.

“**Debt**” means all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, except trade payables arising in the ordinary course of business; (c) obligations evidenced by notes, bonds, debentures, or other similar instruments; (d) obligations as lessee under capital leases; (e) obligations in respect of any interest rate swaps, currency exchange agreements, commodity swaps, caps, collar agreements, or similar arrangements entered into by the Borrower providing for protection against fluctuations in interest rates, currency exchange rates, or commodity prices, or the exchange of nominal interest obligations, either generally or under specific contingencies; (f) obligations under acceptance facilities and letters of credit; (g) guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person, or otherwise to assure a creditor against loss, in each case, in respect of indebtedness set out in clauses (a) through (f) of a Person other than the Borrower; and (h) indebtedness set out in clauses (a) through (g) of any Person other than Borrower secured by any Lien on any asset of the Borrower, whether or not such indebtedness has been assumed by the Borrower.

“**Equipment**” is all “equipment” as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in the foregoing.

“**Law**” means the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement, requirement or determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“**Lien**” means any mortgage, pledge, hypothecation, encumbrance, lien (statutory or other), charge, or other security interest.

“**Material Adverse Effect**” means a material adverse effect on (a) the business, assets, properties, liabilities (actual or contingent), operations or condition (financial or otherwise) of the Borrower; (b) the validity or enforceability of this Note (including its security provisions); (c) the rights or remedies of the Noteholder hereunder; or (d) the Borrower’s ability to perform any of its material payment obligations hereunder.

“Maturity Date” means the date that is eighteen (18) months following the Closing Date; provided that the Requisite Noteholders shall have the option (exercisable in their sole discretion) to extend the Maturity Date of each Investor Note to a date that is not later than twenty-four (24) months following the Closing Date.

“Permitted Debt” means Debt (a) existing or arising under this Note or other Investors Notes, or any other loan document between Borrower and any Investor; (b) existing as of the date of this Note and set out in Schedule A-1 hereto; (c) secured by Liens permitted under clauses (a), (b) and (d) of the definition of “Permitted Liens” hereunder; (d) which may be deemed to exist with respect to swap contracts; (e) owed in respect of any netting services, overdrafts, and related liabilities arising from treasury, depository, and cash management services in connection with any automated clearinghouse transfers of funds; (f) unsecured insurance premiums owing in the ordinary course of business; (g) trade payables incurred in the normal course of business, (h) obligations (contingent or otherwise) existing or arising in connection with endorsement of instruments for deposit in the ordinary course of business; (i) indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or otherwise in connection with deposit or securities accounts in the ordinary course of business; (j) indebtedness relating to operating lease obligations and (k) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Debt (a) through (j) above (other than with respect to the Term Loan Credit Agreement and the Revolving Loan Credit Agreement), provided that the principal amount thereof is not increased.

“Permitted Lien” means (a) Liens on the date of this Note and set out in Schedule A-2 hereto, (b) Liens for unpaid taxes of the Borrower that are either (i) not yet due and payable or (ii) (1) do not constitute an Event of Default hereunder and (2) are the subject of a protest taken by the Borrower in good faith with respect to disputed taxes for which adequate reserves are maintained on the books of the Borrower in accordance with GAAP, (c) with respect to real property, easements, rights of way, reservations, servitudes, covenants, conditions, restrictions, zoning variances, and other similar encumbrances that do not materially interfere with the ordinary conduct of the business of the Borrower, (d) purchase money Liens (i) on Equipment acquired or held by Borrower incurred for financing the acquisition of the Equipment or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment, (e) obligations and duties as lessee under any operating lease; and obligations and duties as lessee under any lease existing on the date of this Note, (f) Liens incurred in the extension, renewal or refinancing of the Indebtedness secured by Liens described in (a), (b) and (d), (g) judgment Liens that do not constitute an Event of Default under this Note, (h) Liens incurred or deposits made in the ordinary course of business in connection with obtaining workers’ compensation insurance, unemployment insurance, and other types of social security, (i) non-exclusive licenses of the Borrower’s intellectual property granted to third parties in the ordinary course of business, (j) Liens on amounts pledged or deposited as security for the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, insurance, leases, government contracts, trade contracts, performance and return of money bonds, letters of credit and other similar obligations (exclusive of obligations for the payment of borrowed money) entered into in the ordinary course of business, (k) Liens imposed by

Law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens, and other similar Liens arising in the ordinary course of business securing obligations which are not yet overdue or are subject to a protest taken by the Borrower in good faith with respect to disputed obligations for which adequate reserves are maintained on the books of the Borrower in accordance with GAAP, (l) Liens in favor of customs or revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods, and (m) Liens arising solely by virtue of any statutory or common Law provision relating to banker's Liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a depository institution.

“**Person**” means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, governmental authority, or other entity.

“**Register**” shall have the meaning set forth in Section 10.7 herein.

2. Payment Date; Optional and Mandatory Prepayment.

2.1 Payment Date. The aggregate unpaid principal amount of this Note, together with interest of 12.00% per annum on the unpaid principal amount, and all other amounts payable under this Note shall be due and payable on the earlier of (a) the Maturity Date or (b) when, upon the occurrence and during the continuance of an Event of Default (as defined below), such amounts are declared due and payable by the Requisite Noteholders or made automatically due and payable, in each case, in accordance with the terms hereof. Additional interest will accrue on all outstanding amounts under this Note during the existence of an Event of Default, to the extent lawful, at a rate per annum equal to 200 basis points over the rate set forth above (the “Default Rate”).

2.2 Optional Prepayment. The Investor Notes may, upon at least five (5) days prior written notice, be voluntarily prepaid by the Borrower by paying the principal amount to be prepaid, in whole, at the option of the Borrower, at any time, at par; provided that each such prepayment is accompanied by accrued interest on the prepaid portion of the principal amount calculated to the payment date of such portion of the principal amount; provided, further, that, no such prepayment may be made on this Note without a simultaneous *pro rata* prepayment on all other outstanding Investor Notes (based on the original principal amount of each Investor Note). No prepaid amount may be reborrowed.

2.3 Mandatory Prepayment. Upon written notice by the Requisite Noteholders, the Borrower shall immediately repay the Investor Notes at par with the net proceeds of any equity financing; provided that each such prepayment is accompanied by accrued interest on the prepaid portion of the principal amount calculated to the payment date of such portion of the principal amount; provided, further, that, no such prepayment may be made on this Note without a simultaneous *pro rata* prepayment on all other outstanding Investor Notes (based on the original principal amount of each Investor Note); and provided, further, that no such prepayment shall exceed (i) the then outstanding principal amount outstanding under the Investor Notes or (ii) the net proceeds of such equity financing.

3. Payment Mechanics.

3.1 Manner of Payment. All payments of principal shall be made in lawful money of the United States of America no later than 12:00 PM on the date on which such payment is due by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

3.2 Application of Payments. All payments made hereunder shall be applied to the payment of the principal amount outstanding under this Note.

3.3 Business Day Convention. Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

4. Representations and Warranties. The Borrower represents and warrants to the Noteholder as follows:

4.1 Existence. The Borrower is a Delaware corporation duly formed, validly existing, and in good standing under the laws of the state of Delaware. The Borrower has the requisite power and authority to own, lease, and operate its property, and to carry on its business.

4.2 Compliance with Law. The Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on such party, its property, and business.

4.3 Power and Authority. The Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Note.

4.4 No Violations. The execution and delivery of this Note and the consummation by the Borrower of the transactions contemplated hereby do not and will not (a) violate any provision of such party's organizational documents; (b) violate any Law applicable to such party or by which any of its properties or assets may be bound; or (c) constitute a default under any material agreement or contract by which such party may be bound.

4.5 Authorization, Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary action in accordance with applicable law. The Borrower has duly executed and delivered this Note.

4.6 Enforceability. This Note is a valid, legal, and binding obligation of the Borrower, enforceable against each such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5. Conditions to Closing.

5.1 Conditions to the Noteholder's Obligations. The obligations of the Noteholder to purchase this Note on the Closing Date is subject to the fulfillment, on or prior to the Closing Date, of all of the following conditions, any of which may be waived in whole or in part by the Noteholder:

(a) Representations and Warranties. The representations and warranties of the Borrower contained in Section 4 shall be true and correct in all material respects as of the Closing Date.

(b) No Event of Default. No Event of Default has occurred or is continuing or would reasonably be expected to result after giving effect to the applicable issuance of the Notes.

(c) Repayment of Existing Indebtedness. Receipt by the Noteholder of evidence that the loans and other obligations under (i) the Credit, Security and Guaranty Agreement (the Term Loan) with MidCap Financial Trust (the “**Term Loan Credit Agreement**”) and (ii) the Credit, Security and Guaranty Agreement (the Revolver Loan) with MidCap Funding IV (the “**Revolving Loan Credit Agreement**”) have been repaid or will be repaid with the Investor Notes issued on the Closing Date and the commitments thereunder have been terminated, and the Noteholder shall have received a customary payoff letter in form and substance reasonably satisfactory to it relating to the termination of all mortgages, financing statements, and liens associated therewith.

(d) Board of Directors. The Borrower shall have entered into an agreement with the Investors (the “**BOD Side Letter**”) in form and substance acceptable to the Investors pursuant to which the Investors shall be granted the right to nominate five (5) additional directors for election to the Borrower’s Board of Directors.

6. Affirmative Covenants.

6.1 Notices. The Borrower shall promptly notify the Noteholder of each of the following (and in no event later than three (3) Business Days after the Borrower becomes aware thereof):

(a) any dispute, litigation, investigation, proceeding or suspension which may exist at any time between the Borrower and any governmental authority which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect;

(b) (i) the commencement of, or any material development in, any litigation or proceeding affecting the Borrower or any of its property (x) in which the amount of damages claimed is \$500,000 or more, (y) which would reasonably be expected to have a Material Adverse Effect, (z) in which the relief sought is an injunction or other stay of the performance of this Note or (ii) the receipt of any subpoena from, or notice of an investigation by, any governmental authority; or

(c) any Material Adverse Effect subsequent to the Closing Date.

6.2 Notice of Event of Default. As soon as possible after it becomes aware that an Event of Default, or any occurrence that, with notice or the passage of time, would result in an Event of Default (a “**Default**”) has occurred, and in any event within two (2) Business Days, the Borrower shall notify the Noteholder in writing of the nature and extent of such Event of Default or Default and the action, if any, it has taken or proposes to take with respect to such Event of Default or Default.

6.3 Preservation of Corporate Existence, Etc.

(a) The Borrower shall preserve and maintain in full force and effect its organizational existence and good standing under the Laws of its jurisdiction of incorporation or formation;

(b) The Borrower shall preserve in effect, maintain and renew all of its material registered or licensed patents, trademarks, trade names and copyrights, including those that the non-preservation of which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

6.4 Maintenance of Property. The Borrower shall maintain and preserve, except as otherwise permitted by this Note, all of its property which is used or necessary in its business in good working order and condition, ordinary wear and tear excepted and shall make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

6.5 Compliance with Laws. The Borrower shall comply in all material respects with all requirements of Law of any governmental authority having jurisdiction over it or its business.

6.6 Use of Proceeds. The proceeds of the sale and issuance of the Investor Notes shall be used on the Closing Date, to repay in full, and terminate all liens securing, (i) the Term Loan Credit Agreement and (ii) the Revolving Loan Credit Agreement. Any remaining proceeds may be used for working capital purposes, but shall not be used to make a distribution, dividend or payment to any equity holder of the Borrower.

7. Negative Covenants.

Until the full payment of this Note, the Borrower shall not, and shall not permit any of its subsidiaries to, directly or indirectly, without prior written consent of the Requisite Noteholders:

7.1 Indebtedness. Create, incur, assume, permit, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Debt that ranks senior or pari passu with the Investor Notes, other than Permitted Debt.

7.2 Liens. Create, incur, assume, or permit to exist, directly or indirectly, any Lien on or with respect to any of its property or assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, other than Permitted Liens.

8. Events of Default. The occurrence and continuance of any of the following shall constitute an “**Event of Default**” hereunder:

8.1 Failure to Pay. The Borrower fails to pay (i) any principal amount of this Note when due or (ii) any other amount due hereunder within five (5) Business Days after such amount is due.

8.2 Breach of Representations and Warranties. Any representation or warranty made by the Borrower to the Noteholder herein contains an untrue or misleading statement of a material fact as of the date made.

8.3 Bankruptcy; Insolvency.

(a) The Borrower institutes a voluntary case seeking relief under any Law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

(b) An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any Law relating to bankruptcy or insolvency, and such case is not dismissed or vacated by the Maturity Date.

(c) The Borrower makes a general assignment for the benefit of its creditors.

(d) The Borrower is unable, or admits in writing its inability, to pay its debts as they become due.

(e) A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated by the Maturity Date.

8.4 Breaches of Certain Covenants. The Borrower shall fail to observe or perform any other covenant, obligation, condition or agreement contained in Section 6.2, Section 6.6, Section 7.1, Section 7.2 or the BOD Side Letter.

8.5 Breaches of Certain Covenants. The Borrower shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note (other than those specified in Section 8.1 and Section 8.4 above) and such failure shall continue for ten (10) business days after the Borrower's receipt of written notice from any Investor of such failure.

8.6 Change of Control. There occurs any Change of Control.

9. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Requisite Noteholders may, at their option, by written notice to the Borrower declare the outstanding principal amount of the Investor Notes and all other amounts payable hereunder immediately due and payable; *provided, however*, if an Event of Default described in Section 8.3 shall occur, the outstanding principal amount and all other amounts payable hereunder and under each Investor Note shall become immediately due and payable without notice, declaration, or other act on the part of the Noteholder.

10. Miscellaneous.

10.1 Notices. All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered by electronic mail, hand or internationally recognized overnight courier service.

10.2 Governing Law. This Note and any claim, controversy, dispute or cause of action based upon, arising out of or relating to this Note shall be governed by the laws of the State of New York.

10.3 Submission to Jurisdiction. Each party hereto irrevocably and unconditionally (i) agrees that any legal action, suit or proceeding arising out of or relating to this Note may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York and (ii) submits to the exclusive jurisdiction of any such court in any such action, suit or proceeding. Final judgment against either party in any action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment.

10.4 Venue. Each party hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Note in any court referred to in Section 10.3 and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

10.5 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE.

10.6 Counterparts; Integration; Effectiveness. This Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Note constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (e.g., "pdf") format shall be effective as delivery of a manually executed counterpart of this Note.

10.7 Transfers. Neither this Note nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by any party, directly or indirectly, in whole or in part (by operation of Law or otherwise), without the prior written consent of the other party; provided that the Noteholder will be free to sell or transfer all or any portion of this Note to (i) another Noteholder, (ii) any affiliate or related fund or managed account of a Noteholder, and (iii) any other investor, subject in the case solely of transfers pursuant to clause (iii) (if no Event of Default has occurred and is continuing) to the prior consent of the Borrower, which will not be unreasonably withheld or delayed, and in the event the Borrower has not responded to any such proposed assignment within fifteen (15) Business Days, the consent of the Borrower shall be deemed given thereto. If the Noteholder sells, assigns or otherwise transfers any of its rights to receive payments pursuant to this Note (including of the outstanding principal amount) to another person or entity (a "**Transferee**"), then the Borrower shall implement and maintain a register for the recordation of the names and addresses of the Transferees, the portion of this Note assigned or transferred and the amounts owing to the Noteholder and any Transferee (the "**Register**"). The entries in the Register shall be conclusive, absent manifest error. No transfer of any right or obligation with respect to this Note shall be effective until entered into the Register. The Register shall be available for inspection by the Borrower, the Noteholder and any Transferee, at any reasonable time from time to time upon reasonable prior notice. These requirements are intended to ensure that the obligations with respect to this Note are at all times in registered form for U.S. federal income tax purposes.

10.8 Amendments and Waivers. Except as otherwise provided herein, no term of this Note may be waived, modified or amended except by an instrument in writing signed by each of the parties hereto. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

10.9 Headings. The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

10.10 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising on the part of the Noteholder, of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.11 Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.12 Nature of Obligations of the Borrower. The Borrower waives any right to require the Noteholder to (i) proceed against or exhaust any security held from the Borrower or any other party or (ii) pursue any other remedy in the Noteholder's power whatsoever. The Borrower waives any defense based on or arising out of suretyship or any impairment of security held from the Borrower or any other party or on or arising out of any defense of any party other than payment in full in cash of the obligations hereunder, including, without limitation, any defense based on or arising out of the disability of any party, or the unenforceability of the obligations hereunder or any part thereof from any cause, or the cessation from any cause of the liability of any party, in each case other than as a result of the payment in full in cash of the obligations of the Borrower hereunder.

10.13 Parity with Other Investor Notes. The Borrower's repayment obligation to the Noteholder under this Note shall be on parity with the Borrower's obligation to repay all Investor Notes. In the event that the Borrower is obligated to repay the Investor Notes and does not have sufficient funds to repay all the Investor Notes in full, payment shall be made to the Noteholders of the Investor Notes on a *pro rata* basis. The preceding sentence shall not, however, relieve the Borrower of its obligations to the Noteholder hereunder.

10.14 Costs and Expenses; Indemnity. The Borrower shall pay all reasonable costs and expenses, including, without limitation, any attorneys' fees and disbursements that may be incurred by the Noteholder in connection with the preparation, negotiation, enforcement or collection of this Note, and any costs of collection. The Borrower shall indemnify the Noteholder against, and hold the Noteholder harmless from, any and all losses, disputes, claims, investigations, litigation, proceedings, damages, and liabilities of any kind regardless of whether the Noteholder is a party thereto (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of legal counsel to the Noteholder), incurred by or asserted against the Noteholder arising out of, in connection with, or as a result of any act, event or transaction related, contemplated in or attendant to this Note, whether based on contract, tort or any other theory and regardless of whether the Noteholder is a party thereto; provided that such indemnity shall not, as to the Noteholder, be available to the extent that any such loss, claim, damage, or liability results from the gross negligence, bad faith or willful misconduct or material breach of this Note by the Noteholder.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has executed this Note as of the date first set forth above.

TELESIS BIO INC., as the Borrower

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED BY:

, as the Noteholder

By: _____

Name:

Title:

Schedule I

Investor

Principal Amount of Investor Note

Total

Schedule A-1

1) Credit, Security and Guaranty Agreement (Revolving Loan) date as of August 9, 2022, by and among the Company, MidCap Funding IV Trust, and the lenders from time to time party thereto, as amended by that certain Amendment No. 2 to Credit Security and Guaranty Agreement (Revolving Loan) dated as of June 30, 2023 and that certain Amendment No. 3 to Credit Security and Guaranty Agreement (Revolving Loan) dated as of November 24, 2023.

2) Credit, Security and Guaranty Agreement (Term Loan) dated as of August 9, 2022, by and among the Company, MidCap Financial Trust and the lenders from time to time party thereto, as amended by that certain Amendment No. 2 to Credit, Security and Guaranty Agreement (Term Loan) dated as of June 30, 2023 and that certain Amendment No. 3 to Credit, Security and Guaranty Agreement (Term Loan) dated as of November 24, 2023.

Schedule A-2

1) Credit, Security and Guaranty Agreement (Revolving Loan) date as of August 9, 2022, by and among the Company, MidCap Funding IV Trust, and the lenders from time to time party thereto, as amended by that certain Amendment No. 2 to Credit Security and Guaranty Agreement (Revolving Loan) dated as of June 30, 2023 and that certain Amendment No. 3 to Credit Security and Guaranty Agreement (Revolving Loan) dated as of November 24, 2023.

2) Credit, Security and Guaranty Agreement (Term Loan) dated as of August 9, 2022, by and among the Company, MidCap Financial Trust and the lenders from time to time party thereto, as amended by that certain Amendment No. 2 to Credit, Security and Guaranty Agreement (Term Loan) dated as of June 30, 2023 and that certain Amendment No. 3 to Credit, Security and Guaranty Agreement (Term Loan) dated as of November 24, 2023.

Telesis Bio Inc.

Novalis LifeSciences Investments II, L.P.
1 Liberty Lane E, Suite 112
Hampton, NH 03842

Northpond Ventures III, LP
7500 Old Georgetown Rd, Suite 850
Bethesda, MD 20814

Ladies and Gentlemen:

This agreement (this "Agreement") is being entered into by and among Novalis LifeSciences Investments II, L.P. ("Novalis") and Northpond Ventures III, LP ("NPV", together with Novalis, the "Investors") and Telesis Bio Inc., a Delaware corporation (the "Company", and each of Novalis, NPV and the Company, a "Party", and together, the "Parties"). Reference is made to the Promissory Note, dated as of July 16, 2024, between the Company and Novalis and the Promissory Note, dated as of July 16, 2024, between the Company and NPV (collectively, the "Promissory Notes").

WHEREAS, pursuant to Section 5.1(d) of the Promissory Notes, the Company agreed to enter into an agreement with the Investors pursuant to which the Investors shall be granted the right to nominate five (5) directors (each, an "Investor Nominee") for election to the board of directors of the Company (the "Board").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company does hereby agree as follows:

1. Size of the Board. The Company covenants and agrees that, immediately following the execution of this Agreement, it will increase the size of the Board to thirteen (13) directors (each such newly created directorship, an "Investor Nominee Seat").

2. Election of Investor Nominees. The Company covenants and agrees that it will take all steps necessary to, concurrently with the Closing (as such term is defined in the Promissory Notes), appoint each of Sarah Hlavinka, Todd Krueger, Michael Hodges, Jim Weissman, and Steve Golub to the Board as an Investor Nominee, provided, that such Investor Nominee (i) consents to serving as a member of the Board and (ii) completes a director and officer questionnaire on the Company's standard form at least two (2) business days prior to appointment to the Board. For the avoidance of doubt, immediately following the Closing, the Board shall be composed of the following members: Eric Esser, Greg Herrema, Andrea L. Jackson, Jami Nachtsheim, Todd R. Nelson, Christine A. Tsingos, Annette Tumolo, Franklin R. Witney, Sarah Hlavinka, Todd Krueger, Michael Hodges, Jim Weissman, and Steve Golub.

3. Replacement Designees. The Company covenants and agrees that, in the event that any Investor Nominee is not re-elected or otherwise ceases to serve as a director, including in the event of a vacancy in any Investor Nominee Seat following the Closing (a "Departing Director"), at any time that the Investors, together with their respective affiliates, collectively hold at least 10% of the Company's outstanding common stock, par value \$0.0001 per share ("Common Stock") (calculated after giving effect to the full conversion of any shares of the Company's Redeemable Convertible Preferred Stock, par value \$0.0001 per share, then held by Novalis or NPV, or any of their respective affiliates, and full exercise of any then in-the-money warrants to purchase Common Stock then held by Novalis or NPV, or any of their respective affiliates, in each case, without giving effect to any limitations on conversion and/or exercise contained therein) (the "Continued Ownership Requirement"), the Company shall take all necessary action to appoint a replacement director designated jointly by the Investors in writing for each such Departing Director (such individual, a "Investor Replacement Nominee"), which appointment by the Company shall be effected as soon as reasonably practicable, but in no event later than fifteen (15) business days from the Company's receipt of such written notice by the Investors, and shall include the Investor Replacement Nominee in the Company's proxy statement for each annual stockholder meeting at which such Investor Replacement Nominee is up for election and shall recommend that the Company's stockholders vote in favor of the Investor Replacement Nominee, provided, that such Investor Replacement Nominee (i) consents to serving as a member of the Board and (ii) completes a director and officer questionnaire on the Company's standard form.

4. Indemnification, Insurance and Compensation. Concurrently with the appointment of an Investor Nominee or Investor Replacement Nominee, the Company and each such Investor Nominee or Investor Replacement Nominee shall offer to enter into the Company's standard form of indemnification agreement attached hereto as Exhibit A. In addition, each Investor Nominee and Investor Replacement Nominee shall be entitled to receive from the Company and its subsidiaries, if applicable, the same insurance coverage in connection with his or her service as a member of the Board or any committee thereof as is provided for each of the other members of the Board or committee, as applicable. Such insurance coverage shall be provided through customary director and officer indemnity insurance on commercially reasonable terms. The Company further agrees that it will compensate each Investor Nominee and Investor Replacement Nominee consistent with the terms of the Company's non-employee director compensation policy as in effect from time to time and will reimburse each such Investor Nominee and Investor Replacement Nominee for reasonable costs and expenses in attending Board meetings in accordance with the Company's policies.

5. Nominating and Corporate Governance Committee. The Company covenants and agrees that for so long as the Investors satisfy the Continued Ownership Requirement, a majority of the members of the Nominating and Corporate Governance Committee of the Board shall consist of Investor Nominees or Investor Replacement Nominees.

6. Event of Default. The Company acknowledges and agrees that the failure of the Company to observe or perform any covenant, obligation, or agreement contained in this Agreement shall constitute an Event of Default (as defined in the Promissory Notes) under each of the Promissory Notes.

7. Miscellaneous.

7.1 Conflicts. Subject to and to the maximum extent permitted by law, neither the Company nor any of its subsidiaries shall hereafter enter into any agreement that is materially inconsistent with the rights granted to the Investors by this Agreement.

7.2 Assignment: Binding Effect. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto, the successors and permitted assigns of the Investors and the successors of the Company, whether so expressed or not.

7.3 Representations and Warranties. The Company represents and warrants that the execution, delivery and performance by the Company of this Agreement has been authorized by the Board in accordance with the organizational documents of the Company, is permitted under the organizational documents of the Company and do not (i) conflict with any organizational documents of the Company, (ii) contravene, conflict with, constitute a default under or violate any material requirement of law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or aware of any governmental authority by which the Company or any of its property or assets may be bound or affected, or (iv) constitute an event of default under any material agreement by which the Company is bound.

7.4 Amendments and Waivers. This Agreement may be amended and the observance of any provision may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the mutual written consent of the Parties.

7.5 No Effect Upon Lending Relationship. Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall affect, limit or impair the rights and remedies of the Investors (or any of their affiliates) in their respective capacities as a lender to the Company or any of its subsidiaries pursuant to any debt agreement under which the Company or any of its Subsidiaries has borrowed money from such lenders. Without limiting the generality of the foregoing, each Investor, in exercising its rights as a lender, will have no duty to consider (i) its status or the status of any of its affiliates as a direct or indirect equity holder of the Company, (ii) the equity of the Company or (iii) any duty it may have to any stockholder or any other direct or indirect stockholder of the Company, except as may be required under the applicable loan documents or by law applicable to creditors generally.

7.6 Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL ACTIONS THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS, INCLUDING, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY

CLAIMS. THE PARTIES EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP AND THAT THEY WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED ORALLY OR IN WRITING, AND THE WAIVER WILL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF AN ACTION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY A COURT.

7.7 Governing Law: Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

7.8 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is adjudged by a governmental authority, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the governmental authority, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

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Exhibit A

Form of Director Indemnification Agreement

WAIVER AGREEMENT

July 16, 2024

Novalis Life Sciences Investments II, L.P.
1 Liberty Lane E, Suite 112
Hampton, NH 03842

Northpond Ventures, LP
7500 Old Georgetown Rd, Suite 850
Bethesda, MD 20814

Ladies and Gentlemen:

Reference is made to the Registration Rights Agreement, dated June 2, 2023 (the "Agreement"), among Telesis Bio Inc., a Delaware corporation (the "Company"), and the several investors signatory thereto (each, an "Investor," and collectively, the "Investors") pursuant to which the Company and the Investors agreed to, among other things, certain registration rights covering the resale of Registrable Securities and procedures related thereto. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

In accordance with Section 6(d) of the Agreement, the Company and the Principal Investors (as defined below) representing the Majority in Interest of Holders hereby agree as follows:

1. Notwithstanding anything to the contrary contained in the Agreement, as of the date hereof, Novalis Life Sciences Investments II, L.P. and Northpond Ventures, LP, each as an Investor party to the Agreement (the "Principal Investors"), on behalf of all Investors, hereby defer payment (the "Deferral") of any and all amounts owed to the Investors under Section 2(d) of the Agreement (the "Liquidated Damages"). The Company and the Principal Investors hereby agree that the Liquidated Damages shall accrue upon the occurrence of an Event and in accordance with Section 2(d) of the Agreement, however, such Liquidated Damages shall not be owed to the Investors during the period of the Deferral (the "Deferral Period"). No interest shall accrue, including any interest pursuant to Section 2(d) of the Agreement, on the Liquidated Damages during the Deferral Period. For the avoidance of doubt, the Company and each Principal Investor hereby agree that in accordance with Section 2(d) of the Agreement, the maximum aggregate Liquidated Damages and accrued interest on such Liquidated Damages payable to an Investor under the Agreement shall not exceed 6% of the aggregate Purchase Price paid by such Investor pursuant to the Agreement (the "Liquidated Damages Cap").

2. The Deferral Period shall terminate upon the earlier of: (i) the date that is 60 days following the end of the Company's first fiscal quarter in which it has become cash flow positive, as evidenced by the Company's quarterly financial statements with respect to such fiscal quarter (and as determined in good faith by the Principal Investors based on such financial statements), which financial statements shall be made reasonably available to the Principal Investors (which may include filings with the Securities and Exchange Commission) as soon as practicable and in any event within 45 days of the end of the applicable fiscal quarter; (ii) the date on which the Company consummates a Fundamental Transaction (as defined below); or (iii) the date on which the Company consummates a debt or equity financing in which the gross proceeds to the Company is greater than or equal to \$5 million, with such amount resulting from a single transaction or a series of related transactions occurring after the date hereof.

3. Upon termination of the Deferral Period, any Liquidated Damages accrued during the Deferral Period shall become immediately due and payable to the Investors. In addition, upon termination of the Deferral Period, Liquidated Damages shall continue to accrue and interest on the Liquidated Damages shall resume, each in accordance with Section 2(d) of the Agreement.

4. Notwithstanding the foregoing, in lieu of receiving cash for any Liquidated Damages in accordance with Section 2(d) of the Agreement, each Principal Investor reserves the right to add any or all of the Liquidated Damages owed to such Principal Investor to the principal amount of any debt outstanding and owed by the Company to such Principal Investor (the "Debt Option"). Each Principal Investor may, in its sole discretion, elect the Debt Option upon written notice to the Company prior to the Company's payment of any Liquidated Damages in cash, with such notice to state the debt to which such Liquidated Damages shall be added and the amount of Liquidated Damages to be added to the principal amount of such debt. For the avoidance of doubt, the Company and each Principal Investor hereby agree that in the event that a Principal Investor elects the Debt Option, the amount owed to such Principal Investor related to such Liquidated Damages and any interest accruing on such Liquidated Damages pursuant to such debt instrument shall not exceed the Liquidated Damages Cap.

As used herein, "Fundamental Transaction" shall mean (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another person, in which the Company is not the surviving entity and in which the stockholders of the Company immediately prior to such merger or consolidation do not own, directly or indirectly, at least 65% of the voting power of the surviving entity immediately after such merger or consolidation, (ii) the Company (or any subsidiary), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets, other than to a wholly owned subsidiary, in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another person) is completed pursuant to which holders of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 35% or more of the outstanding Common Stock or 35% or more of the voting power of the common equity of the Company, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another person or group of persons whereby such other person or group acquires 35% or more of the outstanding shares of Common Stock or 35% or more of the voting power of the common equity of the Company.

This Waiver Agreement and any claim, controversy or dispute arising under or related to this Waiver Agreement shall be governed by and construed in accordance with Section 6(i) of the Agreement.

This Waiver Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

No amendment or waiver of any provision of this Waiver Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

[Signature Pages Follow]

Confirmed and accepted:

NORTH POND VENTURES, LP

By: Northpond Ventures GP, LLC, its general partner

By: /s/ Patrick Smerkers

Name: Patrick Smerkers

Title: Authorized Signatory

[Signature Page to Waiver Agreement]

Confirmed and accepted:

NOVALIS LIFESCIENCES INVESTMENTS II, L.P.

By: Novalis LifeSciences Investments II GP, LLC, its
general partner

By: /s/ Paul Meister
Name: Paul Meister
Title: Authorized Signatory

[Signature Page to Waiver Agreement]