

As of August 13, 2009

Theranos, Inc.  
3200 Hillview Ave.  
Palo Alto, California 94304  
Attention: Elizabeth Holmes, President and Chief Executive Officer

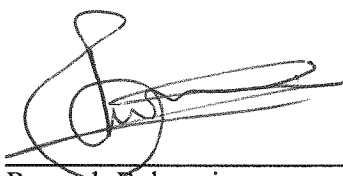
RE: Loan Agreement

Ladies and Gentlemen:

Reference is made to (a) that certain Non-Purpose Loan Customer Agreement by Theranos, Inc., a Delaware corporation ("Borrower") in favor of Fidelity Brokerage Services LLC and National Financial Services LLC (collectively, "Fidelity") dated August 13, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and (b) that certain Cross Guarantee Form dated August 13, 2009 by myself, as Guarantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Cross Guaranty").

I hereby affirm that under the Cross Guaranty, I have guaranteed the obligations of the Borrower under the Loan Agreement, secured by certain property (the "Collateral"). If Fidelity demands all principal or interest due under the Loan Agreement and proceeds against the Collateral in any amount (the "Demanded Collateral Amount"), then (i) a loan will be deemed to be made by myself, as Lender, to Borrower, evidenced by a Note in substantially the form of Exhibit A attached hereto, with specified terms to be completed prior to issuance thereof, in a principal amount equivalent to the Demanded Collateral Amount and (ii) I will not enforce other rights and remedies I may have against the Borrower in respect of such proceeding by Fidelity against the Collateral.

Very truly yours,



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Ramesh Balwani

EXHIBIT A

NOTE

\$ \_\_\_\_\_, 20 \_\_\_\_

FOR VALUE RECEIVED, the undersigned (the "Borrower") hereby promises to pay to the order of Ramesh Balwani or registered assigns (the "Lender") on \_\_\_\_\_ (the "Maturity Date") the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of loans due and payable (the "Loans") by the Borrower to the Lender under the terms and conditions specified herein.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full under the same terms and conditions as those specified herein. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds at \_\_\_\_\_. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate specified herein. [INSERT INTEREST RATE PROVISIONS AND EVENT OF DEFAULT PROVISIONS AS APPLICABLE]

Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**THERANOS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_