

[REDACTED]

CONVERTIBLE NOTE PURCHASE AGREEMENT

This Convertible Note Purchase Agreement, dated as of [REDACTED] (this "Agreement") is entered into by and among [REDACTED], a [REDACTED] S corporation (the "Company"), and the undersigned person or entity (the "Investor").

RECITALS

A. The Company desires to borrow up to \$[REDACTED] pursuant to an offering to one or more investors.

B. On the terms and subject to the conditions set forth herein, each Investor is willing to purchase from the Company, and the Company is willing to sell to such Investor, a convertible promissory note in the principal amount set forth on the promissory note executed by and between the Company and the Investor.

C. Capitalized terms not otherwise defined herein shall have the meaning set forth in the form of Note (as defined below) attached hereto as **Exhibit A**.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Notes. Subject to all of the terms and conditions hereof, the Company agrees to issue and sell to the Investor, and the Investor agrees to purchase a convertible promissory note in the form of Exhibit A hereto (the "Note").

2. Closing

(a) Delivery. At the Closing, the Company will deliver to the Investor the respective Note to be purchased by such Investor, against receipt by the Company of the principal amount indicated on the Note (the "Purchase Price").

(b) Use of Proceeds. The proceeds of the sale and issuance of the Notes shall be used for [REDACTED].

(c) Payments. The Company will make all cash payments due under the Notes in immediately available funds by 8:00 p.m. eastern time on the date such payment is due in the manner and at the address specified below the Investor's name on the signature page hereto or at such other address as an Investor or other registered holder of a Note may from time to time direct in writing.

3. Representations and Warranties of the Company. The Company represents and warrants to each Investor that:

(a) Due Organization, Good Standing and Qualification. The Company (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of [REDACTED]; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(d) Enforceability. Each document executed, or to be executed, by the Company pursuant to the transaction contemplated has been, or will be, duly executed and delivered by the Company and constitutes, or will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

4. Representations and Warranties of Investors. Each Investor, for that Investor alone, represents and warrants to the Company upon the acquisition of the Note as follows:

(a) Authority. The execution, delivery and performance by the Investor of each document to be executed by the Investor and the consummation of the transactions contemplated thereby (i) are within the power of the Investor and (ii) have been duly authorized by all necessary actions on the part of the Investor.

(b) Purchase Entirely for Own Account. The Investor acknowledges that this Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which the Investor hereby affirms, that the Note will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Investor further represents that the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person with respect to the Note. The Investor represents that it has full power and authority to enter into this Agreement.

(c) Access to Information. Such Investor acknowledges that the Company has given such Investor access to the corporate records and accounts of the Company and to all information in its possession relating to the Company, has made its officers and representatives available for interview by such Investor, and has furnished such Investor with all documents and other information requested by such Investor.

(d) Investment Experience and Suitability. The investment in the Note is suitable for the Investor based upon its investment objectives and financial needs, and the Investor has adequate net worth and means for providing for its current financial needs and contingencies and has no need for liquidity of investment with respect to the Note. Such Investor's overall commitment to investments that are illiquid or not readily marketable is not disproportionate to its net worth, and investment in the Note will not cause such overall commitment to become excessive. If other than an individual, the Investor also represents it has not been organized solely for the purpose of acquiring the Note.