**CONVERTIBLE DEBENTURE PURCHASE AGREEMENT**

This Convertible Debenture Purchase Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2020,

by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc., a \_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Company"),

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Lender").

1.   Purchase and Sale of Debentures.

1.1  Authorization. Pursuant to this Agreement, Company has authorized the issuance of (i) a Convertible Debenture more specifically described in Exhibit A (the "Debenture"), and (ii) a warrant more specifically described in Exhibit B (the "Warrant").

1.2  Issuance and Sale of Securities. Subject to the terms and

conditions hereof, Company agrees to issue and sell to Lender, and Lender agrees to accept delivery from Company, of a Debenture and a Warrant.

1.3  Repayment Terms/Conversion.  Outstanding principal and accrued

interest on the Debenture shall be fully due and payable in compliance with the terms set forth in the Debenture.  At Lender's option, on the Maturity Date (as defined in the Debenture), Lender may choose to have all or part of the outstanding principal and accrued interest owing to Lender repaid in shares of Common Stock of Company at a conversion rate equal to fifty Dollars ($ 50.00) per share, as adjusted pursuant to Section 2 (the “Conversion Price”).  In the event Lender chooses to convert all or part of the outstanding principal and accrued interest into Common Stock of Company, Lender shall give written notice to Company of such conversion no less than fifteen (15) business days prior to such conversion, and shall surrender the original Debenture to Company, after which Lender will have no further rights under the Debenture as to the converted principal and interest, except the right to receive certificates representing the Common Stock.

2.   Adjustment of Exercise Price and Number of Shares.  The Conversion Price and the number of shares of Common Stock subject to the Debenture shall be subject to adjustment from time to time as follows:

2.1  Subdivision or Combination of Stock.  If at any time after the date of the Debenture Company shall subdivide its outstanding shares of Common Stock, the Conversion Price in effect immediately prior to such issuance or subdivision shall be proportionately reduced.  If the outstanding shares of Common Stock of Company shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

2.2  Minimal Adjustments. No adjustment in the Conversion Price and/or the number of shares of Common Stock subject to the Debenture need be made if such adjustment would result in a change in the Conversion Price of less than one cent ($0.01) or a change in the number of subject shares of less than one-tenth (1/10th) of a share.

2.3  Certificate as to Adjustments.  Upon any adjustment of the Conversion Price hereunder, the Company will compute such adjustment and prepare and furnish to Lender a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based.

3.   Representations and Warranties of Company.  Company represents and warrants the following as of the date hereof:

3.1  Organization and Standing.  Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted.

3.2  Authorization.  All corporate action on the part of Company, its officers and directors necessary for the authorization, execution and delivery of this Agreement, the Debenture, and the Warrant has been or shall be taken, and this Agreement, the Debenture, and the Warrant, when executed and delivered, shall constitute the valid and legally binding obligations of Company, enforceable in accordance with their terms.

3.3  Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with any third party or any federal, state or local governmental authority on the part of Company is required in connection with the consummation of the transactions contemplated herein.

3.4  No Conflicts.  Neither the execution and delivery of this Agreement, the Debenture, or the Warrant, by Company nor the consummation by Company of the transactions contemplated herein will (i) conflict with or result in any breach of any provision of the Certificate of Incorporation or Bylaws of Company, or (ii) violate in any material respect any statute, rule, regulation, order, writ, injunction, decree or arbitration award applicable to Company or its assets.

3.5  Authorized Shares.  Until the later of the date on which (a) the Warrant has been exercised or has expired, or (b) the Maturity Date (as defined in the Debenture), Company shall maintain sufficient numbers of shares of authorized Common Stock to permit the full exercise of the Warrant and conversion of the Debenture.

4.   Representations and Warranties of Lender. Lender represents and warrants to Company as follows:

4.1  Authorization.  This Agreement, when executed and delivered by it, will constitute a valid and legally binding obligation of it, enforceable in accordance with its terms.

4.2  Investment.  Lender is acquiring the Debenture to be sold by Company, the Warrant to be issued by Company, and any equity in Company which may be received therefrom for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof in violation of the Securities Contracts (Regulation) Act, 1956 of 1933, as amended (the "Securities Act").  Lender understands that the Debenture to be sold by Company, the Warrant to be issued by Company, and any equity of Company to be purchased or received have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act, which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Lender's representations as expressed herein.  Lender has substantial experience in evaluating and investing in private placement transactions of securities in “penny stock” companies similar to Company so that it is capable of evaluating the merits and risks of its investment in Company and has the capacity to protect its own interests.  Company will use reasonable commercial efforts to register any shares of Common Stock issued pursuant to the Debenture and/or the Warrant within six (6) months of issuance; however, Lender understands and agrees that Lender must bear the economic risk of this investment indefinitely unless such shares to be issued pursuant to the Warrant and Lender’s conversion rights under the Debenture are registered pursuant to the Securities Act of 1933, as amended, or an exemption from registration is available.

5.   Default.

5.1  Events of Default.  With respect to the Debenture, the Warrants, and this Agreement, the following events are "Events of Default":

(a)  Default shall be made by Company in the payment of principal of or any interest on the Debenture after fifteen (15) business days' written notice from Lender following the date when the same is due and payable; or

(b)  Default shall be made in the due performance or observance of any other material covenant, agreement or provision herein, or in the Debenture, or any Warrant, to be performed or observed by Company, and such default shall have continued for a period of thirty (30) business days after written notice thereof to Company from Lender; or

(c)  Company shall be involved in financial difficulties as evidenced:

(i) by Company filing a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the United States Bankruptcy Code (as now or in the future amended, the "Bankruptcy Code");

(ii) by Company making a general assignment for the

benefit of its creditors;

(iii) by Company consenting to the appointment of a receiver or trustee for all or a substantial part of the property of Company or approving as filed in good faith a petition filed against Company under the Bankruptcy Code; or

(iv) by the commencement of a proceeding or case, without the application or consent of Company, in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of Company or of all or any substantial part of its assets, or (iii) similar relief in respect of Company under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case set forth in (i), (ii), or (iii) above continues undismissed or uncontroverted, or an order, judgement or decree approving or ordering any of the foregoing being entered and continuing unstayed and in effect, for a period of sixty (60) business days.

5.2  Acceleration.  If any one or more Events of Default described in Section 5.1 shall occur and be continuing, then Lender may, at Lender's option and by written notice to Company, declare the unpaid balance of the Debenture owing to Lender to be forthwith due and payable.

     6.  Miscellaneous.

          6.1  Notices. All notices, requests, demands and other communications under this Agreement, the Debenture, and the Warrant shall be in writing and shall be deemed to have been duly "given" on the date of delivery, if delivery is made personally or by confirmed facsimile transmission to the party to whom notice is to be given, or upon receipt if mailed by first class mail, either registered or certified, postage prepaid and properly addressed as follows:

          If to the Company:

Executive Officer

          If to Lender:            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

          6.2  Costs and Expenses.  Each party shall pay and bear its own costs and expenses, including without limitation all reasonable attorneys' fees and legal expenses, incurred in connection with the documentation of this Agreement, the Debenture, the Warrant, and any other documents contemplated hereunder.

          6.3  Binding Effect; Governing Law.  This Agreement, the Debenture, and the Warrant shall be binding upon and inure to the benefit of Company and Lender and their respective successors, except that no party shall have the right to assign its rights or obligations hereunder, in the Debenture, or the Warrants.  This Agreement, the Debenture, and the Warrant shall be governed by, and construed in accordance with, the internal laws of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (without reference to any principles of conflicts of laws).

          6.4  Jurisdiction.  Company and Lender each irrevocably submit to the non-exclusive jurisdiction of any court sitting in the County of Montgomery, Pennsylvania over any action, suit or proceeding arising out of or relating to this Agreement, the Debenture, or the Warrant.  Company and Lender agree that final judgment in any such action, suit or proceeding brought in such a court shall be conclusive and binding upon Company and Lender and may be enforced in any court of the jurisdiction to which Company or Lender is subject by a suit upon such judgment; provided, however, that service of process is affected upon Company or Lender in the manner permitted by law.

          6.5  Counterparts.  This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

     In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Company          \_\_\_\_\_\_\_\_\_\_\_\_\_, Inc.

By:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

President

and Chief Executive Officer

Lender

                                    By: ----------------------

                                    Name: --------------------

                                    Title: -------------------