

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 31, 2018**

Ondas Holdings Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other
jurisdiction
of incorporation)

000-56004
(Commission File
Number)

47-2615102
(IRS Employer
Identification No.)

165 Gibraltar Court, Sunnyvale, California, 94089
(Address of principal executive offices) (Zip Code)

(888) 350-9994
Registrant's telephone number, including area code:

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

The disclosures required by Item 1.01 are set forth below under Item 2.03 and are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Extensions of Due Dates on Notes Payable and Other Financing Agreements

Loan Agreements

In October 2007, Ondas Networks Inc. ("Ondas Networks"), the wholly owned subsidiary of Ondas Holdings Inc. ("Ondas Holdings" or the "Company"), entered into a 6% per annum loan agreement with an entity in the amount of \$550,000 in connection with the issuance of common stock of Ondas Networks (the "October 2007 Loan"); however, the October 2007 Loan was not memorialized. The original maturity date of the October 2007 Loan was September 30, 2011. On February 11, 2016, the entity and Ondas Networks entered into a Loan Amendment to amend the October 2007 Loan to (i) extend the maturity date to April 1, 2017 and (ii) clear and waive any existing defaults. On November 30, 2017, the entity and Ondas Networks entered into a Loan Modification Agreement to further amend the October 2007 Loan to (i) transfer all accrued and unpaid interest (\$17,310) as of December 31, 2017 to principal in January 2018, (ii) extend the maturity date to December 31, 2018, (iii) clear and waive any existing defaults, and (iv) amend the interest rate to 10% per annum effective January 1, 2018. On October 1, 2018, the entity entered into an Assignment and Assumption Agreement to assign all of its rights and obligations including all principal and interest owing under the October 2007 Loan to an unaffiliated third party. On December 31, 2018, the assignee and Ondas Networks entered into a Note Extension Agreement to further amend the October 2007 Loan to extend the maturity date to March 30, 2019. At December 31, 2018 and December 31, 2017, the outstanding balance of the October 2007 Loan was \$567,310 and \$550,000, respectively. Forms of the Loan Amendment, Loan Modification Agreement, Assignment and Assumption Agreement, and Note Extension Agreement are filed herewith as Exhibits 10.0, 10.1, 10.2, and 10.3, respectively, and are incorporated herein by reference.

On December 31, 2013, Ondas Networks entered into a 10% per annum Promissory Note with an entity in the amount of \$250,000, of which \$25,000 was repaid in February 2015 (the "December 2013 Note"). The original maturity of the December 2013 Note was December 31, 2014. On November 1, 2014, Ondas Networks entered into a Loan Agreement with the same entity in the amount of \$210,000. (the "November 2014 Loan"). The original maturity of the November 2014 Loan was March 16, 2015. The interest through the original maturity date of the November 2014 Loan was a fixed amount of \$16,800. Subsequent to the original maturity date, the November 2014 Loan accrued interest at a rate of 18% per annum. On September 15, 2015, Ondas Networks and the entity verbally agreed to amend the November 2014 Loan to decrease the interest rate to 10% per annum. On April 1, 2016, the entity and Ondas Networks entered into a Loan Amendment to amend the December 2013 Note and November 2014 Loan to (i) extend the maturity date to April 1, 2017, and (ii) clear and waive any existing defaults. On November 30, 2017, the entity and Ondas Networks entered into a Loan Modification Agreement to further amend the December 2013 Note and November 2014 Loan to (i) transfer all accrued and unpaid interest on the December 2013 Note and November 2014 Loan (\$60,679 and \$49,170, respectively, as of December 31, 2017) to principal, (ii) extend the maturity dates to December 31, 2018, and (iii) clear and waive any existing defaults. On December 31, 2018, the entity and Ondas Networks entered into a Note Extension Agreement to further amend the December 2013 Note and November 2014 Loan to extend the maturity date to March 30, 2019. At December 31, 2018 and December 31, 2017, the outstanding balances of the December 2013 Note and November 2014 Loan was \$285,679 and \$259,170, respectively. Forms of the Promissory Note, Loan Agreement, Loan Amendment, Loan Modification Agreement and Note Extension Agreement are filed herewith as Exhibits 10.4, 10.5, 10.6, 10.1 and 10.3, respectively, and are incorporated herein by reference.

On April 1, 2015, Ondas Networks entered into a 10% per annum Loan Agreement with two individuals in the amount of \$50,000 (the "April 2015 Note"). The original maturity of the April 2015 Note was July 1, 2015. The accrued interest on the April 2015 Note through the original maturity date was \$4,000. Subsequent to the original maturity date, the April 2015 Note accrued interest at a rate of 10% per annum. On February 11, 2016, the individuals and Ondas Networks entered into a Loan Amendment to amend the April 2015 Note to (i) extend the maturity date to April 1, 2017 and (ii) clear and waive any existing defaults. On November 30, 2017, the individuals and Ondas Networks entered into a Loan Modification Agreement to further amend the April 2015 Note to (i) transfer all accrued and unpaid interest (\$16,511) as of December 31, 2017 to principal, (ii) extend the maturity date to December 31, 2018 and (iii) clear and waive any existing defaults. On December 31, 2018, the entity and Ondas Networks entered into a Note Extension Agreement to further amend the April 2015 Note and to extend the maturity date to March 30, 2019. At December 31, 2018 and December 31, 2017, the outstanding balance of the April 2015 Note was \$66,511. Forms of the Loan Agreement, Loan Amendment, Loan Modification Agreement, and Note Extension Agreement are filed herewith as Exhibits 10.7, 10.8, 10.1, and 10.3, respectively, and are incorporated herein by reference.

Financing Agreements

On November 3, 2016, Ondas Networks entered into a Purchase Order Financing Agreement with an accompanying 20% per annum Promissory Note with an individual in the amount of \$250,000 (the "November 2016 Note"). The original maturity of the November 2016 Note was the earlier of the payment of the purchase order for which the loan was advanced or 180 days after issuance. On December 20, 2016, Ondas Networks entered into a second Purchase Order Financing Agreement with an accompanying 10% per annum Promissory Note with the same individual in the amount of \$100,000 (the "December 2016 Note"). The original maturity of the December 2016 Note was the earlier of the payment of the purchase order for which the loan was advanced or 180 days after issuance. On November 30, 2017, the individual and Ondas Networks entered into a Loan Modification Agreement to amend the November and December 2016 Notes to (i) transfer all accrued and unpaid interest on the November and December 2016 Notes (\$47,000 and \$5,591, respectively) as of December 31, 2017 to principal, (ii) extend the maturity dates to December 31, 2018, and (iii) clear and waive any existing defaults. On December 31, 2018, the individual and Ondas Networks entered into a Note Extension Agreement to further amend the November and December 2016 Notes and to extend the maturity date to March 30, 2019. At December 31, 2018 and December 31, 2017, the outstanding balances of the November and December 2016 Notes was \$297,000 and \$105,591, respectively. Forms of the Purchase Order Financing Agreement, Promissory Note, Loan Modification Agreement, and Note Extension Agreement are filed herewith as Exhibits 10.9, 10.10, 10.1 and 10.3, respectively, and are incorporated herein by reference.

On February 28, 2014, Ondas Networks entered into a Purchase Order Financing Agreement (the "Financing Agreement") with an entity. Interest on the Financing Agreement accrued at 30% per annum for the first 104 days and at 51% per annum thereafter. Between June 2014 and January 2015, Ondas Networks received an aggregate of \$660,000 of which \$285,000 was repaid. At December 31, 2015, the principal outstanding totaled \$375,000 and accrued interest totaled \$223,393. During 2016, and for the period from January 1, 2017 through November 17, 2017, additional interest was accrued totaling \$191,250 and \$168,282, respectively. On November 17, 2017, the entity and Ondas Networks entered into an Amendment to Purchase Order Financing Agreement and agreed to (i) transfer all accrued and unpaid interest to principal, (ii) reduce the per annum interest rate to 10%, (iii) set the maturity date at December 31, 2018, and (iv) combine the Purchase Order Financing Agreements into a single loan ("November 2017 Loan"). On December 31, 2018, the entity and Ondas Networks entered into a Note Extension Agreement to further amend the November 2017 Loan and to extend the maturity date to March 30, 2019. As of December 31, 2018 and December 31, 2017, the outstanding principal balance of the November 2017 Loan was \$957,925. Forms of the Purchase Order Financing Agreement, Amendment to Purchase Order Financing Agreement, and Note Extension Agreement are filed herewith as Exhibits 10.11, 10.12, and 10.3, respectively, and are incorporated herein by reference.

Private Placement Notes

On December 14, 2015, Ondas Networks approved a private placement offering ("Private Placement") seeking to sell to investors certain 10% promissory notes in the aggregate face amount of \$750,000, which amount was later increased to \$1,250,000, with a term of 18 months ("Private Placement Notes"). In connection with the Private Placement Notes, each investor (the "Private Placement Noteholders") received warrants to purchase shares of common stock of Ondas Networks ("Private Placement Warrants"), equal to 25% of the principal amount of the Private Placement Notes, exercisable at the lower of (i) \$2.00 per share or (ii) 40% of the selling price of Ondas Networks' shares in its proposed initial public offering.

In December 2015, pursuant to the terms of Security Purchase Agreements, Ondas Networks completed the sale of an aggregate of \$325,000 in Private Placement Notes to Private Placement Noteholders, of which \$25,000 was repaid during 2017, and issued them Private Placement Warrants to purchase an aggregate of 81,250 shares of common stock of Ondas Networks, with a term of ten years, at exercise price of \$2.00 and a fair value of \$63,398. As of January 1, 2018, the Private Placement Warrants for the 81,250 shares were surrendered to Ondas Networks in exchange for participation in a private placement of Ondas Networks' shares dated April 13, 2018.

Between February and July 2016, pursuant to the terms of Security Purchase Agreements, Ondas Networks completed the sale of an aggregate of \$925,000 in Private Placement Notes to Private Placement Noteholders and issued them Private Placement Warrants to purchase an aggregate of 231,250 shares of Ondas Networks common stock, with a term of ten years, an exercise price of \$2.00 and a fair value of \$168,678. As of January 1, 2018, the Private Placement Warrants for the 231,250 shares of Ondas Networks of common stock was surrendered to Ondas Networks in exchange for participation in a private placement of Ondas Networks' shares dated April 13, 2018.

On November 30, 2017, the Private Placement Noteholders and Ondas Networks entered into Loan Modification Agreements to amend the Private Placement Notes to (i) transfer all accrued and unpaid interest (\$118,682) as of December 31, 2017 to principal, (ii) extend the maturity date to December 31, 2018 and (iii) clear and waive any existing defaults.

On December 31, 2018, the Private Placement Noteholders and Ondas Networks entered into Note Extension Agreements to further amend the Private Placement Notes and to extend the maturity date to March 30, 2019. At December 31, 2018 and December 31, 2017, the total outstanding balance of the Private Placement Notes was \$1,343,682. Forms of the Private Placement Note, Private Placement Warrant, Security Purchase Agreement, Loan Modification Agreement, and Note Extension Agreement are filed herewith as Exhibits 10.13, 10.14, 10.15, 10.1, and 10.3, respectively, and are incorporated herein by reference.

Convertible Promissory Note

On January 8, 2018, Ondas Networks entered into a Securities Purchase Agreement for the sale of a convertible promissory note for \$300,000 with unilateral conversion preferences ("Convertible Promissory Note"). Among other terms, the maturity date of the Convertible Promissory Note is the earlier of the payment of 0.6% of Ondas Networks' gross revenue until 1.5 times the amount of the Convertible Promissory Note is paid, or January 8, 2028. At December 31, 2018, the total outstanding balance of the Convertible Promissory Note was \$300,000. Forms of the Securities Purchase Agreement and Convertible Promissory Note are filed herewith as Exhibits 10.16 and 10.17, respectively, and are incorporated herein by reference.

The notes payable and other financing agreements described in this report are not transactions with related persons requiring disclosure under Item 404 of Regulation S-K.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Description</u>
<u>10.0</u>	<u>Form of Loan Amendment*</u>
<u>10.1</u>	<u>Form of Loan Modification Agreement*</u>
<u>10.2</u>	<u>Form of Assignment and Assumption Agreement*</u>
<u>10.3</u>	<u>Form of Note Extension Agreement*</u>
<u>10.4</u>	<u>Form of Promissory Note*</u>
<u>10.5</u>	<u>Form of Loan Agreement*</u>
<u>10.6</u>	<u>Form of Loan Amendment*</u>
<u>10.7</u>	<u>Form of Loan Agreement*</u>
<u>10.8</u>	<u>Form of Loan Amendment*</u>
<u>10.9</u>	<u>Form of Purchasing Order Financing Agreement*</u>
<u>10.10</u>	<u>Form of Promissory Note for Purchase Order Financing Agreement*</u>
<u>10.11</u>	<u>Form of Purchasing Order Financing Agreement*</u>
<u>10.12</u>	<u>Form of Amendment to Purchase Order Financing Agreement*</u>
<u>10.13</u>	<u>Form of Private Placement Note*</u>
<u>10.14</u>	<u>Form of Private Placement Warrant*</u>
<u>10.15</u>	<u>Form of Security Purchase Agreement*</u>
<u>10.16</u>	<u>Form of Security Purchase Agreement*</u>
<u>10.17</u>	<u>Form of Convertible Promissory Note*</u>

*filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 7, 2019

ONDAS HOLDINGS INC.

By: /s/ Eric Brock
Eric Brock
Chief Executive Officer

Loan Amendment

This agreement made as of this 11th day of February 2016 by and between _____ and Full Spectrum Inc. (the "Company").

Whereas the Company is indebted to _____ in the principal amount of \$550,000 and interest of \$272,408 through December 31, 2015 ("Loan"); and

Whereas the Parties wish to amend certain terms respecting the Loan as stated below:

It is hereby agreed:

1. All principal and interest outstanding under the Loan along with any additional interest accrued from January 1st, 2016 forward shall be due and owing on April 1, 2017. Additional interest on the principal amount starting January 1st, 2016 shall accrue at the rate of 6% per annum. The Company, at its election, may pay the outstanding principal and interest prior to April 1, 2017 without penalty with the interest accrued to that date.

2. _____ waives any penalties or defaults existing as of this date.

3. All other terms of the Loan shall continue.

Full Spectrum Inc.

This agreement made as of this 30th day of November 2017 by and between Full Spectrum Inc. (the "Company") and the undersigned lender ("Lender").

Whereas the Company is indebted to the Lender for certain loan principle and interest ("Loan"); and

Whereas the Parties wish to amend certain terms respecting the Loan.

It is hereby agreed:

1. All principal and interest outstanding under any and all Loans made by the Lender to the Company and subsequently accruing through to Dec. 31, 2017 shall be defined as and constitute the new principal amount of Lender's Loans to the Company ("New Loan Principal"). Interest on the New Loan Principal is 10% per annum.
2. The New Loan Principal shall be payable in full on December 31, 2018, or at anytime earlier in whole or part at Company's discretion without notice or bonus.
3. Interest on the New Loan Principal shall accrue from January 1, 2018 and shall be payable in arrears at the end of each calendar quarter.
4. The Lender waives any penalties or defaults existing as of this date.
5. All other terms of the Loan shall continue.

Lender

Full Spectrum Inc.

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of this 1st day of October, 2018, by and between _____ ("Assignor") and _____ ("Assignee").

WHEREAS, the Assignor is the holder of a Promissory Note in the principal amount of \$550,000 and interest of approximately \$41,249 owing as of September 30, 2018 from Ondas Networks Inc., a Delaware corporation, f/k/a Full Spectrum Inc. (the "Company" and the Notett), and

WHEREAS, Assignor and Assignee have agreed to execute and deliver this Assignment in order to assign to Assignee all of Assignor's rights and obligations to and under the Note; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

SECTION 1. Assignment. Pursuant to the terms and conditions of the Note, Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in, to and under the Note. Assignor disclaims any further interest in the Note.

SECTION 2. Assumption. Assignee hereby accepts the foregoing assignment and transfer and promises to observe and perform all services and obligations required under the Note.

SECTION 3. Further Assurances. Assignor agrees from time to time, upon the request of Assignee, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable in connection with the assignment of the Note as provided herein. Assignee agrees from time to time, upon the require of Assignor, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable, in connection with the assumption by Assignee of the liabilities, duties and obligations of Assignor under the Note as provided herein.

SECTION 4. Release. The Assignor does hereby itself, as its representatives, attorneys, successors and assigns, release, acquit and forever discharge the Company, together with its parents, subsidiaries, affiliates, predecessors, and successor corporations and business entities, past, present, future and its and their agents, directors , officers, employees, shareholders, insurers and reinsurers (a the trustees, administrators, fiduciaries, agents, insurers and reinsurers of such plans) past, present and future, and their heirs, executors, administrators predecessors, successors, and assigns from any and all actions, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, suits, debts including, but not limited to the right to prepayment under the Note, demands and benefits of whatever character in law, or in equity, known ow unknown, suspected or unsuspected, mature or unmatured, or any kind or nature, whatsoever, now existing or arising in the future based on any act or omission, event, occurrence, or non-occurrence, from the beginning of time to the date of execution of this Assignment.

SECTION 5. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

SECTION 6. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

SECTION 7. Benefit. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Assignor

Assignee

The undersigned consents to this Agreement:

Ondas Networks, Inc.

Stewart Kantor
CEO

This agreement is made as of the __ day of December 2018 by and between Ondas Networks Inc. (the "Company") and the undersigned lender (the "Lender").

Whereas the Company is currently indebted to Lender in the principal amount set forth below ("Principal Outstanding") which amount together with any accrued and unpaid interest is scheduled to mature on December 31, 2018; and

Whereas the Parties wish to extend the scheduled maturity date of the Principal Outstanding.

It is hereby agreed:

1. The Principal Outstanding and all interest accruing after December 31, 2018 thereon shall be due and owing on March 30, 2019 (the new "Maturity Date").
2. All accrued interest owing as of December 31, 2018 on the Principal Outstanding, which interest amount is set forth below, shall be paid by the Company to the Lender prior to December 31, 2018.
3. All other terms of the agreements between the Parties concerning the Principal Outstanding shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed.

Principal Outstanding \$ _____

Interest Owing as of Dec. 31, 2018 \$ _____

Lender

Company
Ondas Networks Inc.

By: _____

By: _____

PROMISSORY NOTE

DATE OF ISSUANCE: December 31, 2013

THIS PROMISSORY NOTE issued by Full Spectrum Inc. (the "Maker"), relates to the principal amount of **\$250,000** (the "Principal Debt") owed by the Maker to _____ (hereinafter, along with all subsequent holders of this Note, the "Payee").

For value received, the Maker, hereby promises to pay the Principal Debt plus Interest, defined below, to the order of the Payee, on or prior to **December 31, 2014** (the "Maturity Date") at Payee's principal place of business or such other address as Payee may from time to time specify. The funds advanced herein shall be used for the sole purpose of operating expenses and not to repay any loans.

1. Interest

In consideration of the providing of the Principal Debt, subject to the provisions of this Note, the Maker agrees to pay to the Payee interest of 10% per annum on the outstanding Principal Debt shall accrue from the date of this Note and shall be payable in arrears together with, at the same time and in the same manner as payment of Principal Debt.

2. Payment Terms

2.1 Application. Payments hereunder shall be applied in order of priority, first to Interest accrued, then to the principal and thereafter to other costs of Payee payable hereunder. Payments shall be deemed made upon receipt by Payee.

2.2 Repayment. The amount outstanding on this Note may be repaid in whole or in part at any time or times at the option of Maker without penalty.

2.3 Business Days. If any payment shall become due on a Saturday, Sunday, or a public holiday under the laws of the State of New York or the United States, such payment shall be due and made on the next succeeding business day and such extension of time shall be included in computing interest in connection with such payment.

2.4 All payments contemplated hereby to be made "in cash" shall be made in immediately available good funds in such coin or currency of the United States as at the time of payment is legal tender for payment of public and private debts.

3. No recourse shall be had for the payment of the principal of this Note, or for any claim based hereon, or otherwise in respect hereof, against any incorporator, shareholder, officer or director, as such, past, present or future, of the Maker or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. This provision shall not affect the obligations of Maker in any manner under this Note.

4. Transfers. The Payee, by acceptance hereof, agrees that this Note is being acquired for investment and that Payee will not offer, sell or otherwise dispose of this Note except under circumstances which will not result in a violation of applicable securities laws including without limitation, the Act or any applicable state Blue Sky or foreign laws or similar laws relating to the sale of securities.

5. Events of Default. The following shall constitute an "Event of Default":
- a. The Maker shall default in the payment of principal at the Maturity Date; or
 - b. Any of the representations or warranties made by the Maker herein or in any certificate or financial or other written statements heretofore or hereafter furnished by the Maker in connection with the execution and delivery of this Note shall be false or misleading in any material respect at the time made; or
 - c. The Maker shall fail to perform or observe, in any material respect, any other covenant, term, provision, condition, agreement or obligation of the Note and such failure shall continue uncured for a period of five (5) business days after written notice from the Payee of such failure; or
 - d. The Maker shall (1) make an assignment for the benefit of creditors or commence proceedings for its dissolution; or (2) apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; or
 - e. A trustee, liquidator or receiver shall be appointed for the Maker or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment; or
 - f. Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Maker and shall not be dismissed within sixty (60) days thereafter; or
 - g. Any money judgment, writ or warrant of attachment, or similar process in excess of One Hundred Thousand (\$100,000) US Dollars in the aggregate shall be entered or filed against the Maker or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or
 - h. Bankruptcy, reorganization, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Maker and, if instituted against the Maker, shall not be dismissed within thirty (30) days after such institution or the Maker shall by any action or answer approve of, consent to, or acquiesce in any such proceedings or admit the material allegations of, or default in answering a petition filed in any such proceeding; or

Then, or at any time thereafter, and in each and every such case, unless such Event of Default shall have been waived in writing by the Payee (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Payee and in the Payee's sole discretion, the Payee may consider this Note immediately due and payable, without presentment, demand, protest or notice of any kind whatsoever, all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Payee may immediately enforce any and all of the Payee's rights and remedies provided herein or any other rights or remedies afforded by law.

6.. Waivers and Consents.

Maker hereby waives diligence, demand, presentment for payment, notice of non-payment, protest and notice of protest, and specifically consents to and waives notice of any renewals or extensions of this Note, whether made to or in favor of Maker or any other person or persons. The pleading of any statute of limitations as a defense to any demand against Maker is expressly waived by each and all of said parties to the fullest extent permitted by law. The waiver by Payee of any breach or violation of, or default under, any provision of this Note shall not be a waiver by such party of any other provision or of any subsequent breach or violation of this Note or default hereunder.

7. Governing Law and Venue.

This Note is governed by and is to be construed and enforced in accordance with the laws of the State of New York. Any litigation between the parties, which arises out of this Note, shall be instituted and prosecuted exclusively in the appropriate court sitting in the City of New York, State of New York. Notwithstanding the foregoing, the Payee may take such actions in any other jurisdiction which the Payee deems necessary and appropriate to enforce or collect any court judgment in any dispute arising out of this Note or to seek and obtain other relief as is necessary to enforce the terms of this Note.

8. Payee's Rights and Remedies

The rights, powers and remedies of Payee under this Note shall be in addition to all rights, powers and remedies given to Payee by virtue of any statute or rule of law. All such rights, powers and remedies shall be cumulative and may be exercised successively or concurrently in Payee's sole discretion. Any forbearance, failure or delay by Payee in exercising any right, power or remedy of Payee shall continue in full force and effect until such right, power or remedy is specifically waived in writing executed by Payee.

9. Costs; Attorneys' Fees.

Maker agrees to pay the following costs, (a) all costs of collection, costs, expenses, and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note if Payee is the prevailing party, whether or not suit is filed; and (b) costs of suit and such other sum as the Court may adjudge as attorneys' fees in an action to enforce payment of this Note or any part of it, if the Payee is the prevailing party.

IN WITNESS WHEREOF, this Note has been executed and delivered as of the date first above written by the duly authorized representative of Maker.

Full Spectrum, Inc.

By: _____

LOAN AGREEMENT made and entered into as of the 1st day of Nov. 2014 by and between and Full Spectrum Inc. ("Full Spectrum").

1. Loan. _____ hereby agrees to loan to Full Spectrum the sum of US\$210,000 ("Loan") to be used towards manufacturing product for _____ . The principle amount of the Loan, with the fee as provided below, shall be repayable by March 16, 2015 (the "Maturity Date"). Full Spectrum have the right of prepaying the whole or part of the Loan owing hereunder at any time without notice or penalty.
2. Fee/Interest on Loan. Provided the loan is repaid on or prior to Maturity Date the fee for the Loan shall be \$16,800. If the Loan is not repaid by the Maturity Date then in addition to the said fee interest with respect to the principle amount of the Loan shall be accrued at a rate of 18% per annum from the Maturity Date until repayment in full. The accrued interest will be repaid at the time of repayment of the principle amount of the Loan.
3. Miscellaneous. This agreement shall be governed by the laws of the State of Delaware. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each of the undersigned has set forth its signature as of the date first written above.

Full Spectrum Inc.

Loan Amendment

This agreement made as of this 1st day of April 2016 by and between _____ and Full Spectrum Inc. (the " Company").

WHEREAS on December 31, 2013 the Company entered into a Promissory Note Agreement (the "2013 Note") with _____ whereby _____ paid to the Company \$250,000 in exchange of the 2013 Note of same principal value, which was to bear interest at a rate of 10% per annum and which was to be repaid in full on December 31, 2014.

WHEREAS the Company was unable to repay the 2013 Note by its maturity date and interest continued to accrue at 10% per annum.

WHEREAS on February 26, 2015, the Company made a payment to _____ on the 2013 Note of \$50,000, of which \$25,000 was applied to principal and \$25,000 was applied to accrued interest.

WHEREAS on November 1, 2014, the Company entered into a Loan Agreement (the "2014 Note") with _____, whereby _____ paid to the Company \$210,000 in exchange for the 2014 Note of same principal value, which was to bear a fixed interest payment of \$16,800 and which was to be repaid in full on March 16, 2015.

WHEREAS the Company was unable to repay the 2014 Note by its maturity date and interest from March 16, 2015 was to accrue at a rate of 18% per annum per the original 2014 Note.

WHEREAS on September 15, 2015 the Company and _____ agreed to decrease the interest rate from that date on the 2014 Note to 10% for nominal consideration.

NOW THEREFORE, the Company and _____ have agreed that for both the 2013 Note and the 2014 Note that the aggregate outstanding remaining principal amount of \$435,000 and aggregate remaining interest payable amount (as of December 31, 2015) of \$66,349 shall continue to accrue interest at a rate of 10% per annum, and that such principal and interest shall become due and payable on April 1, 2017. The Company may elect to pay any or all outstanding principal and interest prior to April 1, 2017 without penalty.

FURTHERMORE, _____ agrees to waive any existing defaults or penalties as of the date of this agreement. All other provisions of the 2013 Note and the 2014 Note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective offices thereunto duly authorized, as of the date written above.

Full Spectrum Inc.

Name: Stewart Kantor
Title: Chief Executive Officer

FULL SPECTRUM LOAN AGREEMENT

This LOAN AGREEMENT is made and entered into as of the 1st day of April, 2015 by and between _____ and _____ ("the Lender") and Full Spectrum Inc. ("the Borrower").

WITNESSETH

WHEREAS, the Borrower wishes to borrow \$50,000 from Lender and the Lender wishes to loan the same to the Borrower according to the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Loan

1.1 The Lender shall loan to the Borrower the amount of \$50,000 (the "Loan"). The Borrower agrees to repay the lender \$54,000 on or before July 1, 2015 .

2. Termination. Notwithstanding anything to the contrary contained herein, the full amount of the Loan, together with accrued Interest, shall be immediately due and payable upon (i) the filing by or against Borrower of any petition for the liquidation or dissolution of its business, or (ii) the commencement by Borrower of any action to liquidate or dissolve its business, or (iii) a general assignment by Borrower for the benefit of its creditors, (iv) Borrower's failure or inability to pay its debts as they become due, or a (v) Change of Control.

"Change of Control" means and includes each of the following: (i) the acquisition, in one or more transactions, of beneficial ownership by any person or entity or any group of persons or entities who constitute a group of any securities of the Borrower such that, as a result of such acquisition, such person, entity or group beneficially owns, directly or indirectly, more than 50% of Borrower's outstanding voting securities; (ii) the Borrower merges or consolidates with another other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the total voting power represented by the voting securities of the Borrower or such surviving entity outstanding immediately after such merger or consolidation; or (iii) the Borrower sells all or substantially all of its assets in an arms-length transaction.

4. Miscellaneous. This Agreement and the Note shall be governed by and construed in accordance with the substantive laws of the State of California. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and no provision may be amended or otherwise modified without the written consent of the parties. This Agreement shall be binding upon the successors and assigns of the parties hereto. In the event that any one or more of the provisions contained herein shall be found to be invalid, illegal or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions thereof shall not be affected or impaired in any way.

IN WITNESS WHEREOF, each of the undersigned has set forth its signature as of the date first written above.

Full Spectrum Inc.

Loan Amendment

This agreement made as of this 11th day of February 2016 by and between _____ and _____ ("_____") and Full Spectrum Inc. (the "Company").

Whereas the Company is indebted to _____ in the principal amount of \$50,000 and interest of \$6,500 through December 31, 2015 ("Loan"); and

Whereas the Parties wish to amend certain terms respecting the Loan as stated below:

It is hereby agreed:

1. All principal and interest outstanding under the Loan along with any additional interest accrued from January 1st, 2016 forward shall be due and owing on April 1, 2017. Additional interest on the principal amount starting January 1st, 2016 shall accrue at the rate of 10% per annum. The Company, at its election, may pay the outstanding principal and interest prior to April 1, 2017 without penalty with the interest accrued to that date.
2. _____ waives any penalties or defaults existing as of this date.
3. All other terms of the Loan shall continue.

Full Spectrum Inc.

PURCHASE ORDER FINANCING AGREEMENT

dated as of November 3, 2016

by and between

FULL SPECTRUM INC.
as the Debtor

and

as the Lender

PURCHASE ORDER FINANCING AGREEMENT

This PURCHASE ORDER FINANCING AGREEMENT dated as of November 3, 2016, is entered into by and between Full Spectrum Inc., a Delaware corporation (the "Debtor") and _____ (the "Secured Party").

ARTICLE 1.
DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Buyer" means _____.

"Loan" means the sum of \$250,000.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person.

"Agreement" means this Purchase Order Financing Agreement, as amended supplemented or otherwise modified from time to time.

"Business Day" means a day other than Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to be closed.

"Contractual Obligation" means, as to any Person, any provision of any security document issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Default" means any of the events specified in Section 5.1, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Due Date" means the earlier of (i) three Business Days following full payment by Buyer (and receipt of funds by Debtor) for goods and services which are the subject of an Purchase Order, and (ii) date of acceleration pursuant to Article 7 'Event of Default'.

"Purchase Order" means the purchase order issued by a Buyer dated May 2, 2016 #6153273.

"Event of Default" as defined in Section 5.1.

"Excepted Issuances" means "Excepted Issuances" means (a) the issuance of securities upon the exercise or conversion of options, warrants or convertible securities outstanding on the date hereof, or in respect of any other financing agreements as in effect on the date hereof, (b) the issuance of shares or securities exercisable for shares to employees, directors and other service providers, (c) the issuance of securities upon the exercise of any options or warrants referred to in the preceding clauses of this paragraph, (d) the issuance of shares (or warrants to issue shares) to a Strategic Partner (as hereinafter defined), (e) the issuance of securities as full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of substantially all of the securities or assets of corporation or other entity, or (f) the issuance of securities upon the settlement of any litigation to which the Company is a party so long as the number of shares of common stock issued in respect thereof do not exceed on the aggregate, at any point in time, 10% of the then issued and outstanding common stock of the Company. The term "Strategic Partner" means a third party unaffiliated with the Company as of the date hereof, which party enters into a commercial agreement with the Company.

“Fixed Rate” means an amount equal to 10% of the Loan (ie \$25,000).

“Governmental Authority” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Indebtedness” of any Person at any date (without duplication) means and includes:

(a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices),

(b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument,

(c) all reimbursement and other obligations of such Person in respect of letters of credit, acceptances and similar obligations issued or created for the account of such Person,

(e) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof.

“Lien” any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), other charge or security interest; or any preference, priority or other agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement,). A precautionary filing of a financing statement by a lessor of property covering only such property shall not constitute a Lien.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, property or condition (financial or otherwise) of Debtor, or (b) the validity or enforceability of (i) this Agreement or the Note or (ii) the rights or remedies of the Lender hereunder or thereunder.

“Note” is defined in Section 2.2.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

ARTICLE 2.
AMOUNT AND TERMS OF COMMITMENTS; CONVERSION

Section 2.1 Purchase Order Advances. Subject to the terms and conditions hereof, Lender agrees to advance to the Company the Loan in immediately available funds.

Section 2.2 Note. The Loan made by Lender shall be evidenced by a promissory note of the Debtor, in the form of Exhibit A (the "Note").

Section 2.5 Interest Rate and Payment.

- (a) The Loan shall bear interest at the Fixed Rate.
- (b) The interest on the Loan shall be payable on the Due Date.

Section 2.6 Repayment of Loan.

The Loan may be repaid in whole or in part, at any time up to its Due Date. The Loan shall be paid in full to Lender no later than on its Due Date.

All payments made under the Purchase Order from time to time and received by Debtor shall be paid to Lender, without deduction, within three Business Days of receipt until payment in full of Loan, interest and all amounts owing to Lender hereunder.

Section 2.7 Procedure for Payments.

(a) All payments (including prepayments) made by the Debtor hereunder and under the Note, whether on account of principal, interest, fees, or otherwise, shall be made by wire to account of the Lender as may be specified in writing to the Debtor from time to time.

(b) If any payment hereunder becomes due and payable on a day other than a Business Day, such payment date shall be extended to the next succeeding Business Day, and interest thereon shall be payable at the then applicable rate during such extension.

(c) Lender shall fund the Loan made by it by wiring the amount thereof to the account of Debtor as may be specified in writing to the Lender.

(d) All wires made under this Section 2.7 shall be without deduction or set off.

Section 2.8 Indemnity. The Debtor agrees to defend, protect, indemnify and hold harmless the Lender and each of its affiliates, officers, directors, employees, agents and attorneys (each, an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, judgments, suits, claims, costs, expenses and disbursements or any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitee incurred in connection with any action or proceeding between any Indemnitee and any third party), imposed on, incurred by, or asserted against such in any manner relating to or arising out of making of the Loan (collectively, the "Indemnified Matters"); provided, however, that the Debtor shall not have any obligation to any Indemnitee hereunder with respect to Indemnified Matters caused by or resulting primarily from the willful misconduct or negligence of such Indemnitee. The indemnified parties under this Section 2.8 shall promptly notify the indemnifying party in writing of such claim after becoming aware thereof and permit the indemnifying party to control the defense or settlement thereof; provided that (a) the indemnified party, or its applicable affiliate, may participate in the defense of such claim at its own expense; and (b) any settlement of such claim does not admit liability or fault of the indemnified party, or any of its affiliates, and includes a full release of all indemnified parties from such claim and all liability therefor.

Section 2.9. Conversion. Upon notice to the Company the Lender is entitled to convert any amount of the Loan and interest then outstanding to shares of common stock of the Company. The per share conversion price shall be calculated using a Company valuation of the lesser amount of (i) \$45 million on a fully diluted basis; and (ii) the purchase price of any Company securities issued from the date of this Agreement and prior to repayment, excluding Excepted Issuances. Conversion shall be conditional on Lender executing Company's standard securities purchase agreement which includes lock up undertakings in the event of a Company initial public offering.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES

To induce the Lender to enter into this Agreement and to make the Loan, the Debtor hereby represents and warrants to the Lender as follows:

Section 3.1 Organization and Authority; Subsidiaries. Debtor is a corporation validly existing and in good standing under the laws of the State of Delaware, with full power and authority to enter into and perform this Agreement, each Note and the other agreements contemplated hereby to which it is a party. Debtor is duly licensed or qualified to do business as a foreign corporation and is in good standing under the laws of all other jurisdictions in which the character of the properties owned or leased by it therein or in which the transaction of its business makes such qualification necessary, except for jurisdictions where failure to become licensed or to so qualify could not reasonably be expected to have a Material Adverse Effect. Debtor has all requisite corporate power and authority to own its properties, to carry on its business as now conducted, and to enter into and perform its obligations under this Agreement.

Section 3.2 Authorization; Binding Effect. Debtor has taken all actions which are necessary to authorize the execution, delivery and performance of this Agreement and Note and the performance of its obligations hereunder. This Agreement has been duly executed by Debtor and when delivered will constitute the valid and legally binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as may be limited by bankruptcy and similar laws and general equitable principles. The Note will be duly executed by Debtor and when delivered will constitute the valid and legally binding obligation of Debtor, enforceable against Debtor in accordance with its respective terms, except as may be limited by bankruptcy and similar laws and general equitable principles.

Section 3.3 No Bankruptcy or Insolvency. Debtor has not filed any voluntary petition in bankruptcy or been adjudicated a bankrupt or insolvent, filed by petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any federal bankruptcy, insolvency, or other debtor relief law, or sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator of all or any substantial part of its properties. No court of competent jurisdiction has entered an order, judgment or decree approving a petition filed against Debtor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any federal bankruptcy act, or other debtor relief law, and no other liquidator has been appointed of Debtor or of all or any substantial part of its properties.

Section 3.4 No Litigation. There are no actions, suits or proceedings of any type pending or, to the knowledge of Debtor, threatened, against Debtor which if adversely determined could have a Material Adverse Effect.

Section 3.5 Investment Company. Debtor is not, and is not controlled by, an "Investment Company" within the meaning of the Investment Company Act.

Section 3.6 Governmental Consents and Notices. No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of Debtor is required in connection with the valid execution and delivery of this Agreement or the Note or the consummation of any other transaction contemplated hereby.

Section 3.7 Compliance with Applicable Laws. To the knowledge of Debtor, Debtor is in compliance in all material respects with all statutes, regulations, rules and orders of all governmental authorities which are applicable to Debtor, except for any such non-compliance with would reasonably be expected to result in a Material Adverse Effect.

Section 3.8 Intellectual Property Rights and Interests. Debtor has not received any written or oral notice or claim that Debtor is infringing the intellectual property rights of any other person or legal entity or that Debtor is in material breach or default of any license granting to Debtor rights in any intellectual property. To the knowledge of Debtor as of the date hereof, without having conducted any independent investigation or analysis of its intellectual property rights and the use thereof by third parties, no third party is infringing upon any intellectual property rights proprietary to Debtor.

Section 3.9 Absence of Defaults; No Conflicting Agreements.

(a) Debtor is not in material default, and no event has occurred that with the passage of time would constitute a material default, under any mortgage, indenture, contract or agreement to which it is a party or by which it or any of its property is bound. The execution, delivery or carrying out of the terms of this Agreement and the Note will not constitute a default under, or result in the creation or imposition of, or obligation to create, any lien (other than liens in favor of Lender) upon any property of Debtor or result in a breach of or require the mandatory repayment of or other acceleration of payment under or pursuant to the terms of any such mortgage, indenture, contract or agreement to which Debtor is a party or by which it or any of its property is bound.

(b) Debtor is not in default with respect to any judgment, order, writ, injunction, decree or decision of any governmental authority, except for any such default which would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10 Title to Assets. Debtor has good and valid title to its owned properties and assets and good leasehold interests in its leased properties and assets, as necessary for Debtor to conduct its business in the ordinary course of business. The property and assets that Debtor owns are free and clear of all mortgages, deeds of trust, security interests, liens, loans and encumbrances, except for (i) statutory liens for the payment of current taxes that are not yet delinquent, (ii) liens that do not materially impair Debtor's ownership or use of such property or assets, and (c) liens in favor of any lender of Debtor in connection with any debt financing transaction consented to by the Lender or existing as of the date of this Agreement.

Section 3.11 Absence of Undisclosed Liabilities. There are no material contingent liabilities, material liabilities for taxes, material unusual forward or long-term commitments or material unrealized or anticipated material losses from any unfavorable commitments of Debtor.

Section 3.12 Solvency. Upon consummation of the transactions set forth herein and immediately after and giving effect to any Advance hereunder on a pro forma basis, (i) Debtor will own property having a fair value that is greater than Debtor's stated liabilities and identified contingent liabilities, and (ii) Debtor will be able to pay its debts as they become absolute and mature.

Section 3.13 Taxes. Debtor has filed or caused to be filed all tax returns required to be filed and has paid, or has made adequate provisions for the payment of, all taxes shown to be due and payable on said returns or in any assessments made against it (other than those being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside on its books) which would be material to Debtor, and no undischarged tax liens have been filed with respect thereto. The charges, accruals and reserves on the books of Debtor with respect all taxes are adequate for the payment of such taxes, and Debtor knows of no material unpaid assessment which is due and payable against Debtor except such thereof as are being contested in good faith by appropriate proceedings and for which adequate reserves have been set aside.

ARTICLE 4 **AFFIRMATIVE COVENANTS**

Section 4.1 Notices of Events. Debtor hereby agrees that, so long as the Note remains outstanding and unpaid or any other amount is owing to Lender hereunder Debtor shall promptly give notice to the Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of Debtor or (ii) litigation, investigation or proceeding which may exist at any time between Debtor and any Governmental Authority, which in either case, if not cured or if adversely determined, as the case may be, could have a Material Adverse Effect;

(c) the filing or commencement of, or any threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any governmental authority, against Debtor or any affiliate thereof that could reasonably be expected to have a Material Adverse Effect;

(d) the occurrence of any event having a Material Adverse Effect or that, with the lapse of time, would be reasonably likely to have a Material Adverse Effect; and

(e) the occurrence of any cancellation or attempted cancellation of the Purchase Order.

Each notice pursuant to this subsection shall be accompanied by a statement setting forth details of the occurrence referred to therein and stating what action Debtor proposes to take with respect thereto.

ARTICLE 5.
EVENTS OF DEFAULT

Section 5.1 Events of Default. If any of the following events (each, an “Event of Default”) shall occur and be continuing:

(a) The Debtor shall fail to pay any principal or interest payable hereunder when stated to be due in accordance with the terms thereof or hereof and such default shall continue for a period of five Business Days; or

(b) Any material representation or warranty by Debtor herein shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(c) Debtor shall default in the observance or performance of any material covenant contained in Articles 3 or 4 hereof and, in the case in a default capable of being cured, such default shall continue for five Business Days following receipt of notice thereof; or

(d) Debtor shall default in the observance or performance of any other material agreement contained in this Agreement and such default shall continue unremedied for a period of 30 days following knowledge thereof by the Debtor; or

(e) (1) Debtor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Debtor or Guarantor shall make a general assignment for the benefit of its creditors; or (2) there shall be commenced against Debtor or Guarantor any case, proceeding or other action of a nature referred to in clause (1) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (3) there shall be commenced against Debtor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (4) Debtor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (1), (2) or (3) above; or (5) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(f) One or more judgments or decrees shall be entered against Debtor involving in the aggregate a liability (not paid or fully covered by insurance) of \$100,000 or more and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(g) any judicial decision, legislative or regulatory change or any change in Debtor's right to conduct business results in a Material Adverse Effect or would, after the passage of time, be reasonably likely to result in a Material Adverse Effect; or

(h) liabilities and/or other obligations of Debtor whether as principal, guarantor, surety or other obligor, for the payment of any indebtedness which shall become or shall be declared to be due and payable prior to the expressed maturity thereof, or shall not be paid when due or within any grace period for the payment thereof, or any holder of any such obligation shall have the right to declare such obligation due and payable prior to the expressed maturity thereof or as a consequence of the occurrence or continuation of any event or condition, Debtor becomes obligated to purchase or repay any indebtedness before its regularly scheduled maturity date; or

(i) any license, franchise, permit, right, approval or agreement of Debtor is not renewed, or is suspended, revoked or terminated and the non-renewal, suspension, revocation or termination thereof would have a Material Adverse Effect (unless such license, franchise, permit, right, approval or agreement is renewed or obtained prior to the occurrence of a Material Adverse Effect);

then, and in any such event, (A) Lender may at its option, by written notice to the Debtor, declare the Loan (with accrued interest thereon) and all other amounts owing to Lender under this Agreement and the Note to be due and payable forthwith, whereupon the same shall immediately become due and payable, and (B) Lender may and shall immediately exercise any and all other rights, remedies, and recourse available to it at law or in equity or under this Agreement and Note. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

ARTICLE 6 **MISCELLANEOUS**

Section 6.1 Amendments and Waivers. (a) No amendment or waiver of any provision of this Agreement, nor consent to any departure by a Party, shall in any event be effective unless the same shall be in writing and signed by the other Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 6.2 Limitation on Liability. **IN NO EVENT SHALL ANY PARTY BE LIABLE IN RESPECT OF OR ARISING OUT OF THE PERFORMANCE AND/OR BREACH OF ITS OBLIGATIONS HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THAT PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Section 6.3 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (or by telex, fax or similar electronic transfer confirmed in writing), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) when delivered by hand, or (b) if given by mail, three Business Days after deposited in the mails by certified mail, return receipt requested, postage prepaid, or (c) if delivered by reputable overnight air courier, on the next Business Day, or (d) if by telex, fax or similar electronic transfer, when sent and receipt has been confirmed.

If to Debtor:

Att: Stewart Kantor

Full Spectrum Inc.

If to Lender:

Any party may change its address for notices by notice to the other parties hereto in the manner provided in this subsection.

Section 6.4 No Waiver: Cumulative Remedies.

(a) No failure to exercise and no delay in exercising, on the part of Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof.

(b) No single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 6.5 Survival of Representations and Warranties. All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Note.

Section 6.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Debtor, the Lender, all future holders of the Note and their respective successors and assigns, except that a Party may not assign, transfer or delegate any of its rights or obligations under this Agreement or Note without the prior written consent of the other Party.

Section 6.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.9 Integration. This Agreement represents the agreement of the Debtor and the Lender with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Lender relative to subject matter hereof not expressly set forth or referred to herein.

Section 6.10 Governing Law. This Agreement and the Note and the rights and obligations of the parties under this Agreement and the Note shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principles of conflict of laws thereunder.

Section 6.11 Submission to Jurisdiction; Waivers. Debtor hereby irrevocably and unconditionally;

(a) submits for itself and its property in any legal action or proceeding relating to or arising out of this Agreement to which it is a party, or the conduct of any party with respect thereto, or for recognition and enforcement of any judgment in respect thereof, to the nonexclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives to the fullest extent permitted by law any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent permitted by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary, punitive or consequential damages.

Section 6.12 Waivers of Jury Trial. EACH OF DEBTOR AND LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE NOTE OR ANY OTHER FINANCING DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

Debtor:

Full Spectrum Inc.

By: _____

Name: Stewart Kantor

Title: CEO

Lender:

By: _____

Principal Amount \$250,000

Issue Date: November 3, 2016

UNSECURED PROMISSORY NOTE

FOR VALUE RECEIVED, FULL SPECTRUM INC., a Delaware company (hereinafter called "Borrower"), hereby promises to pay to _____ (the "Holder") without demand, the sum of Two Hundred and Fifty Hundred Thousand USD (\$250,000) ("Principal Amount"), with unpaid interest accruing thereon, on the Due Date, if not retired sooner.

This Note has been entered into pursuant to the terms of a purchase order financing agreement between the Borrower and the Holder, dated as of November 3, 2016 (the "Financing Agreement"), and shall be governed by the terms of such Financing Agreement. Unless otherwise separately defined herein, all capitalized terms used in this Note shall have the same meaning as is set forth in the Financing Agreement. The following terms shall apply to this Note:

1 Interest Rate. Subject to the terms of the Financing Agreement interest payable on this Note shall be equal to the Fixed Rate. Interest on the outstanding Principal Amount shall accrue from the date of this Note and shall be payable in arrears together with, at the same time and in the same manner as payment of Principal Amount and on the Due Date, whether by acceleration or otherwise.

2 Procedure for Payments. All payments (including prepayments) made by the Borrower hereunder and under the Note, whether on account of principal, interest, fees, or otherwise, shall be made by wire to account of the Holder as may be specified in writing to the Borrower from time to time.

3 . No Recourse. No recourse shall be had for the payment of the principal or interest of this Note, or for any claim based hereon, or otherwise in respect hereof, against any incorporator, shareholder, officer or director, as such, past, present or future, of the Borrower or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. This provision shall not affect the obligations of Borrower in any manner under this Note.

4 . Purchase Entirely for Own Account. The Holder is acquiring the Note for investment for its own account, not as a nominee or agent, and not with a view to, or for the resale or distribution of any part thereof. The Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. The Holder further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Note.

5. Failure or Indulgence Not Waiver. No failure or delay on the part of Holder hereof in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

6 . Amendment Provision. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

7 . Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns.

8 . Cost of Collection. If default is made in the payment of this Note, Borrower shall pay the Holder hereof reasonable costs of collection, including reasonable attorneys' fees.

9 . Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New York or in the federal courts located in the state of New York. Both parties and the individual signing this Agreement on behalf of the Borrower agree to submit to the jurisdiction of such courts. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs.

10 . Construction. Each party acknowledges that its legal counsel participated in the preparation of this Note and, therefore, stipulates that the rule of construction that ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Note to favor any party against the other.

11 . Remedies. This Note shall be deemed an unconditional obligation of Borrower for the payment of money and, without limitation to any other remedies available to Holder. This Note may be enforced against Borrower by summary proceeding pursuant to N.Y. Civil Procedure Law and rules Sect. 3213 or any similar rule or statute in the jurisdiction where enforcement is sought.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by an authorized officer as of the 3rd day of November, 2016.

FULL SPECTRUM INC.

By: _____
Name: Stewart Kantor
Title: CEO

WITNESS:

PURCHASE ORDER FINANCING AGREEMENT

dated as of _____, 2014

by and between

FULL SPECTRUM INC.
as the Debtor

and

as the Secured Party

PURCHASE ORDER FINANCING AGREEMENT

This PURCHASE ORDER FINANCING AGREEMENT dated as of February 19, 2014, is entered into by and between Full Spectrum Inc., a Delaware corporation (the "Debtor") and _____, a _____ company (the "Secured Party").

ARTICLE 1.
DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Advance" means Purchase Money Advance.

"Advance Limit" means \$3,000,000.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person.

"Agreement" means this Purchase Order Financing Agreement, as amended supplemented or otherwise modified from time to time.

"Business Day" means a day other than Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to be closed.

"Buyer" means a customer of Debtor who has agreed to purchase the Goods which are the subject of a Financed Transaction.

"Capital Stock" means (i) in the case of a corporation, capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership interests (whether general or limited), (iv) in the case of a limited liability company' membership interests, (v) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, and (vi) any and all warrants or options to purchase any of the equity or other interests described in clause (1) through (v) of this definition.

"Cash Equivalents" means any Investment in (i) direct obligations of the United States or any agency thereof, or obligations guaranteed by the United States or any agency thereof, (n) commercial paper rated at least A 1 by Standard & Poor's Ratings Service and P 1 by Moody's Investors Services, Inc., (iii) time deposits with, including certificates of deposit issued by, any office located in the United States of any bank or trust company which is organized under the laws of the United States or any State thereof and has capital, surplus and undivided profits aggregating at least \$500,000,000 and which issues (or the parent of which issues) certificates of deposit or commercial paper with a rating described in clause (ii) above (iv) repurchase agreements with respect to securities described in clause (i) above entered into with an office of a bank or trust company meeting the criteria specified in clause (iii) above, provided in each case that such Investment matures within one year from the date thereof, or (v) any money market or mutual fund which invests at least 90% of its assets in the foregoing types of investments and the liquidity of which is reasonably satisfactory to Secured Party.

“Contractual Obligation” means, as to any Person, any provision of any security document issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Default” means any of the events specified in Section 7.1, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Due Date” means the earlier of (i) three Business Days following payment by Buyer (and receipt of funds by Debtor) for goods which are the subject of an Advance, (ii) three Business Days following cancellation of Eligible Purchase Order for which Advance has been made, (iii) 194 days following date of Advance, and (iv) date of acceleration pursuant to Article 7 ‘Event of Default’.

“Eligible Purchase Orders” means any purchase order (i) issued in favor of Debtor, (ii) that has not expired or been cancelled, (iii) covering the purchase of goods from Debtor, and (iv) issued by a Buyer.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

“Event of Default” as defined in Section 7.1.

“Financed Transaction” means a transaction whereby Debtor has agreed to provide financing hereunder to enable Debtor to acquire and manufacture the subject Goods.

“Financing Request” means (i) all documents between Debtor and a Buyer evidencing a valid and binding contract for the sale by Debtor to a Buyer of Goods and (ii) email request for financing from Debtor specifying amount requested;

“Fixed Rate” means a per Financed Transaction rate of interest equal to the following rates on the unpaid principal balance then outstanding:

- (i) The rate of 2.5% for the first three 30 day periods;
- (ii) The rate of 1.25% for the subsequent 14 day period;
- (iii) The rate of 4.17% for each of the three subsequent 30 day periods; and
- (iv) The rate of 4.17% for each subsequent 30 day period, or during the pendency of any Event of Default, as default interest.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Goods” means goods which are the subject of Eligible Purchase Orders.

“Indebtedness” of any Person at any date (without duplication) means and includes:

(a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices),

(b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument,

(c) all reimbursement and other obligations of such Person in respect of letters of credit, acceptances and similar obligations issued or created for the account of such Person,

(e) all liabilities secured by any Lien on any Property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof.

“Investment” means any investment in any Person, whether by means of acquiring or holding securities, capital contribution, loan, advance, guarantee or otherwise.

“Lien” any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), other charge or security interest; or any preference, priority or other agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement,). A precautionary filing of a financing statement by a lessor of property covering only such property shall not constitute a Lien.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, property or condition (financial or otherwise) of Debtor, or (b) the validity or enforceability of (i) this Agreement or the Note or (ii) the rights or remedies of the Secured Party hereunder or thereunder.

“Maturity Date” means February __, 2016.

“Note” is defined in Section 2.2.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Property” means any right, title, or interest in or to property of any kind whatsoever, whether real, personal, or mixed and whether tangible or intangible, including without limitation Equity Interests.

“Purchase Money Advance” means amounts paid by Secured Party for an Eligible Purchase Order as a loan to Debtor to enable Debtor to manufacture and acquire Goods.

“Purchase Money Advance Limit” means up to 90% of that portion of the Eligible Purchase Orders which relates to the sales price of the Goods, excluding shipping and like charges.

“Subsidiary” means, as to any Person (a “Parent”) (a) any other Person in which the Parent owns or controls, directly or indirectly, more than 50% of the Capital Stock of such Person, (b) any other

The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

ARTICLE 2.
AMOUNT AND TERMS OF COMMITMENTS

Section 2.1 Purchase Money Advances. Subject to the terms and conditions hereof, Secured Party agrees that, from time to time from the date hereof to but excluding the Maturity Date, upon receipt and approval by Secured Party in its sole discretion of a Financing Request, Secured Party may make a Purchase Money Advance in immediately available funds up to the Purchase Money Advance Limit. During the term of this Agreement, Debtor agrees that if it is seeking financing with respect to any Eligible Purchase Order, Debtor shall provide a right of first refusal to Secured Party with respect to its option to lend a Purchase Money Advance for any such Eligible Purchase Order. Upon receipt by Secured Party of a satisfactory Financing Request in accordance with this Agreement, Secured Party shall in its sole discretion have seven Business Days to make the Purchase Money Advance in immediately available funds. If Secured Party does not intend to exercise its right of first refusal and provide a Purchase Money Advance with respect to such Financing Request and Eligible Purchase Order, Secured Party shall deliver written notice of such intention to Debtor no later than three Business Days after receipt of such Financing Request. If Secured Party declines to exercise its right of first refusal hereunder or fails to notify Debtor of its decision within three Business Days after receipt of a Financing Request, then Secured Party shall be deemed to have not exercised its right of first refusal hereunder and Debtor may receive financing solely with respect to that Eligible Purchase Order from a third-party financing source.

The Debtor may borrow and prepay any such Purchase Money Advance in whole or in part, all in accordance with the terms and conditions hereof. Each Purchase Money Advance shall be remitted directly by Secured Party to the account of Debtor.

Section 2.2 Note. The Purchase Money Advances made by Secured Party shall be evidenced by a secured promissory note of the Debtor, substantially in the form of Exhibit A (the “Note”), with appropriate insertions therein as to date and principal amount, payable to the order of Secured Party.

Section 2.3 Limitations on Secured Party Liability and Related Matters.

(a) Secured Party shall not be responsible for: (a) the existence, character, quality, quantity, condition, packing, value or delivery of the goods purporting to be represented by any documents or manufactured by Debtor; (b) any difference or variation in the character, quality, quantity, condition, packing, value or delivery of the goods from that expressed in the documents; (c) the validity, sufficiency or genuineness of any documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (d) the time, place, manner or order in which shipment is made; partial or incomplete shipment, or failure or omission to ship any or all of the goods referred to in the Letters of Credit or documents; (e) any deviation from instructions; (f) delay, default, or fraud by the shipper and/or anyone else in connection with the goods or the shipping thereof; or (g) any breach of contract between the shipper or vendors and Debtor.

(b) Notwithstanding any other provision of this Agreement, Secured Party shall decide to fund any Advances in its sole and absolute discretion, and shall not be liable for any refusal or failure to provide any such funding or take any such action.

Section 2.4 Limitation on Advances. Debtor acknowledges and agrees that Secured Party does not intend to make any Advances to the extent that, before or as a result thereof, the aggregate Purchase Money Advances currently outstanding shall exceed the Advance Limit at any time.

Section 2.5 Interest Rate and Payment.

- (a) The Advances shall bear interest at the Fixed Rate, on the advanced principal amount of the Advances.
- (b) Interest on an Advance shall be payable on the Due Date.

Section 2.6 Repayment of Advances/Reduction of Borrowing Base.

Advances may be repaid in whole or in part, at any time up to their respective Due Dates. Each Advance shall be paid in full to Secured Party no later than on its respective Due Date. Any and all Advances outstanding on the Maturity Date shall be paid in full on such date, together with all unpaid accrued interest, fees, charges, expenses and other sums, if any, then due and owing to the Secured Party.

Section 2.7 Intentionally Omitted.

Section 2.8 Procedure for Payments.

(a) All payments (including prepayments) made by the Debtor hereunder and under the Note, whether on account of principal, interest, fees, or otherwise, shall be made by wire to account of the Secured Party as may be specified in writing to the Debtor from time to time.

(b) If any payment hereunder becomes due and payable on a day other than a Business Day, such payment date shall be extended to the next succeeding Business Day, and interest thereon shall be payable at the then applicable rate during such extension.

(c) Secured Party shall fund each Advance made by it by wiring the amount thereof to the account of Debtor as may be specified in writing to the Secured Party from time to time.

(d) All wires made under this Section 2.8 shall be without deduction or set off.

Section 2.9 Indemnity. The Debtor agrees to defend, protect, indemnify and hold harmless the Secured Party and each of its affiliates, officers, directors, employees, agents and attorneys (each, an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, judgments, suits, claims, costs, expenses and disbursements or any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitee incurred in connection with any action or proceeding between any Indemnitee and any third party), imposed on, incurred by, or asserted against such in any manner relating to or arising out of making of the Advances (collectively, the "Indemnified Matters"); provided, however, that the Debtor shall not have any obligation to any Indemnitee hereunder with respect to Indemnified Matters caused by or resulting primarily from the willful misconduct or negligence of such Indemnitee. The indemnified parties under this Section 2.9 shall promptly notify the indemnifying party in writing of such claim after becoming aware thereof and permit the indemnifying party to control the defense or settlement thereof; provided that (a) the indemnified party, or its applicable affiliate, may participate in the defense of such claim at its own expense; and (b) any settlement of such claim does not admit liability or fault of the indemnified party, or any of its affiliates, and includes a full release of all indemnified parties from such claim and all liability therefor.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES

To induce the Secured Party to enter into this Agreement and to make the Advances, the Debtor hereby represents and warrants to the Secured Party that as of the Closing Date and as of the making of each Purchase Money Advance as follows:

Section 3.1 Organization and Authority; Subsidiaries. Debtor is a corporation validly existing and in good standing under the laws of the State of Delaware, with full power and authority to enter into and perform this Agreement, each Note and the other agreements contemplated hereby to which it is a party. Debtor is duly licensed or qualified to do business as a foreign corporation and is in good standing under the laws of all other jurisdictions in which the character of the properties owned or leased by it therein or in which the transaction of its business makes such qualification necessary, except for jurisdictions where failure to become licensed or to so qualify could not reasonably be expected to have a Material Adverse Effect. Debtor has all requisite corporate power and authority to own its properties, to carry on its business as now conducted, and to enter into and perform its obligations under this Agreement.

Section 3.2 Authorization; Binding Effect. Debtor has taken all actions which are necessary to authorize the execution, delivery and performance of this Agreement and each Note and the performance of its obligations hereunder. This Agreement has been duly executed by Debtor and when delivered will constitute the valid and legally binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as may be limited by bankruptcy and similar laws and general equitable principles. Each Note will be duly executed by Debtor and when delivered will constitute the valid and legally binding obligation of Debtor, enforceable against Debtor in accordance with its respective terms, except as may be limited by bankruptcy and similar laws and general equitable principles.

Section 3.3 No Bankruptcy or Insolvency. Debtor has not filed any voluntary petition in bankruptcy or been adjudicated a bankrupt or insolvent, filed by petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any federal bankruptcy, insolvency, or other debtor relief law, or sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator of all or any substantial part of its properties. No court of competent jurisdiction has entered an order, judgment or decree approving a petition filed against Debtor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any federal bankruptcy act, or other debtor relief law, and no other liquidator has been appointed of Debtor or of all or any substantial part of its properties.

Section 3.4 No Litigation. There are no actions, suits or proceedings of any type pending or, to the knowledge of Debtor, threatened, against Debtor which if adversely determined could have a Material Adverse Effect.

Section 3.5 Investment Company. Debtor is not, and is not controlled by, an "Investment Company" within the meaning of the Investment Company Act.

Section 3.6 Governmental Consents and Notices. No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of Debtor is required in connection with the valid execution and delivery of this Agreement or any Note or the consummation of any other transaction contemplated hereby.

Section 3.7 Compliance with Applicable Laws. To the knowledge of Debtor, Debtor is in compliance in all material respects with all statutes, regulations, rules and orders of all governmental authorities which are applicable to Debtor, except for any such non-compliance with would reasonably be expected to result in a Material Adverse Effect.

Section 3.8 Intellectual Property Rights and Interests. Debtor has not received any written or oral notice or claim that Debtor is infringing the intellectual property rights of any other person or legal entity or that Debtor is in material breach or default of any license granting to Debtor rights in any intellectual property. To the knowledge of Debtor as of the date hereof, without having conducted any independent investigation or analysis of its intellectual property rights and the use thereof by third parties, no third party is infringing upon any intellectual property rights proprietary to Debtor.

Section 3.9 Absence of Defaults; No Conflicting Agreements.

(a) Debtor is not in material default, and no event has occurred that with the passage of time would constitute a material default, under any mortgage, indenture, contract or agreement to which it is a party or by which it or any of its property is bound. The execution, delivery or carrying out of the terms of this Agreement and each Note will not constitute a default under, or result in the creation or imposition of, or obligation to create, any lien (other than liens in favor of Secured Party) upon any property of Debtor or result in a breach of or require the mandatory repayment of or other acceleration of payment under or pursuant to the terms of any such mortgage, indenture, contract or agreement to which Debtor is a party or by which it or any of its property is bound.

(b) Debtor is not in default with respect to any judgment, order, writ, injunction, decree or decision of any governmental authority, except for any such default which would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10 Title to Assets. Debtor has good and valid title to its owned properties and assets and good leasehold interests in its leased properties and assets, as necessary for Debtor to conduct its business in the ordinary course of business. The property and assets that Debtor owns are free and clear of all mortgages, deeds of trust, security interests, liens, loans and encumbrances, except for (i) statutory liens for the payment of current taxes that are not yet delinquent, (ii) liens that do not materially impair Debtor's ownership or use of such property or assets, and (c) liens in favor of any lender of Debtor in connection with any debt financing transaction consented to by the Secured Party or existing as of the date of this Agreement.

Section 3.11 Absence of Undisclosed Liabilities. There are no material contingent liabilities, material liabilities for taxes, material unusual forward or long-term commitments or material unrealized or anticipated material losses from any unfavorable commitments of Debtor.

Section 3.12 Solvency. Upon consummation of the transactions set forth herein and immediately after and giving effect to any Advance hereunder on a pro forma basis, (i) Debtor will own property having a fair value that is greater than Debtor's stated liabilities and identified contingent liabilities, and (ii) Debtor will be able to pay its debts as they become absolute and mature.

Section 3.13 No Material Adverse Effect. Since December 23, 2013, there has been no Material Adverse Effect.

Section 3.14 No Existing Liens. There exists no lien securing indebtedness of Debtor outstanding on the date hereof and covering any property of Debtor.

Section 3.15 Taxes. Debtor has filed or caused to be filed all tax returns required to be filed and has paid, or has made adequate provisions for the payment of, all taxes shown to be due and payable on said returns or in any assessments made against it (other than those being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside on its books) which would be material to Debtor, and no undischarged tax liens have been filed with respect thereto. The charges, accruals and reserves on the books of Debtor with respect all taxes are adequate for the payment of such taxes, and Debtor knows of no material unpaid assessment which is due and payable against Debtor except such thereof as are being contested in good faith by appropriate proceedings and for which adequate reserves have been set aside.

Section 3.16 Security Interest. Article 8 of this Agreement is effective to create in favor of Secured Party, a legal, valid and enforceable security interest in the collateral intended to be covered thereby, which security interest, upon the filing in the appropriate filing offices of Uniform Commercial Code financing statements with respect to such security interest created thereby, will constitute a security interest on all right, title and interest of Debtor in and to such collateral (other than collateral in which a security interest may be effected only by the taking of control).

ARTICLE 4 **CONDITIONS PRECEDENT**

Conditions Precedent to Each Advance. Each Advance under this Agreement is subject to the satisfaction of the following conditions precedent, except as otherwise agreed between Debtor and Secured Party:

(a) Secured Party shall have received a Financing Request, in form and substance reasonably satisfactory to Secured Party, with respect to such Purchase Order Advance in accordance with Section 2.1 hereof;

(b) Secured Party shall have received an Eligible Purchase Order with respect to such Purchase Order Advance;

(c) no Event of Default shall have occurred and be continuing;

(d) the representations and warranties contained in Article 3 hereof (disregarding materiality qualifiers contained therein) shall be true and correct in all material respects, except to the extent that such representations and warranties relate solely to an earlier date;

(e) there shall have been no event or circumstance, individually or in the aggregate since the date of this Agreement that has or could reasonably be expected to have a Material Adverse Effect; and

ARTICLE 5
AFFIRMATIVE COVENANTS

Section 5.1 Notices of Events. Debtor hereby agrees that, so long as the Note remains outstanding and unpaid or any other amount is owing to Secured Party hereunder Debtor shall promptly give notice to the Secured Party of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of Debtor or (ii) litigation, investigation or proceeding which may exist at any time between Debtor and any Governmental Authority, which in either case, if not cured or if adversely determined, as the case may be, could have a Material Adverse Effect;

(c) the filing or commencement of, or any threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any governmental authority, against Debtor or any affiliate thereof that could reasonably be expected to have a Material Adverse Effect;

(d) the occurrence of any event having a Material Adverse Effect or that, with the lapse of time, would be reasonably likely to have a Material Adverse Effect; and

(e) the occurrence of any cancellation or attempted cancellation of any Eligible Purchase Order.

Each notice pursuant to this subsection shall be accompanied by a statement setting forth details of the occurrence referred to therein and stating what action Debtor proposes to take with respect thereto.

ARTICLE 6.
NEGATIVE COVENANTS

Debtor agrees that, so long as any obligation under a Note remains outstanding and unpaid or any other amount is owing to Secured Party hereunder, it shall not, directly or indirectly, without Secured Party's prior written consent:

Section 6.1 Limitations on Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease, assign, transfer or otherwise dispose of, all or substantially all of its Property, business or assets, or make any material change in its present method of conducting business; provided that Debtor may enter into a merger, consolidation or amalgamation for purposes of restructuring the Debtor without consent of Secured Party so long as (a) Debtor is the surviving entity in such transaction, (b) such transaction does not result in any transfer of collateral hereunder, and (c) immediately following the transaction the equity ownership of Debtor is the same as it was immediately prior to such transaction. Furthermore, Debtor shall provide Secured Party with no less than 15 days' prior written notice before changing its corporate name, changing its form of organization, changing its state of organization or changing the primary business address where the collateral hereunder is located.

Section 6.2 Limitation on Sale of Assets. Convey, sell, lease, assign, transfer or otherwise dispose of any of its Property, business or assets (including, without limitation, all or substantively all of the Capital Stock of Debtor), whether now owned or hereafter acquired, except:

(a) obsolete or worn out Property disposed of in the ordinary course of business;

(b) the sale of inventory in the ordinary course of business; and

(c) the sale or discount without recourse of accounts receivable only in connection with the compromise thereof or the assignment of past-due accounts receivable for collection.

Section 6.3 Limitation on Investments, Loans and Advances. Acquire any assets other than in the ordinary course of business, purchase, hold or acquire beneficially any Capital Stock, other securities or evidences of indebtedness of, make or permit to exist any loans or advances to, or make or permit to exist any Investment or acquire any interest whatsoever in, any other Person, except (a) Cash Equivalents; (b) Investments in Subsidiaries so long as such Subsidiary is organized under the laws of a state of the United States of America; (c) Investments in securities of account debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such account debtors; (d) Investments consisting of security deposits with utilities and other like Persons made in the ordinary course of business; and (e) extensions of trade credit in the ordinary course of business.

Section 6.4 Limitation on Indebtedness. Create, incur, assume, guarantee or otherwise become or remain liable in respect of any indebtedness, other than:

(a) indebtedness under this Agreement and any Note;

(b) indebtedness incurred in the ordinary course of business, provided that such indebtedness shall not be senior in priority to the Advances hereunder and that no liens shall be granted on the collateral hereunder with respect thereto. Ordinary course of business includes debt incurred for equipment loans, purchase order financing (only to the extent permitted by Section 2.1), credit lines and debt securities issued by the Company for the bona fide purpose of raising capital.

ARTICLE 7. EVENTS OF DEFAULT

Section 7.1 Events of Default. If any of the following events (each, an "Event of Default") shall occur and be continuing:

(a) The Debtor shall fail to pay any principal or interest payable hereunder when stated to be due in accordance with the terms thereof or hereof and such default shall continue for a period of five Business Days; or

(b) Any material representation or warranty by Debtor herein shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(c) Debtor shall default in the observance or performance of any material covenant contained in Articles 5 or 6 hereof and, in the case in a default under Article 6 if such default is capable of being cured, such default shall continue for five Business Days following receipt of notice thereof; or

(d) Debtor shall default in the observance or performance of any other material agreement contained in this Agreement and such default shall continue unremedied for a period of 30 days following knowledge thereof or constructive knowledge thereof by the Debtor; or

(e) Debtor shall default in any payment of principal of or interest on any Indebtedness (other than the Note), beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or

(f) (1) Debtor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Debtor or Guarantor shall make a general assignment for the benefit of its creditors; or (2) there shall be commenced against Debtor or Guarantor any case, proceeding or other action of a nature referred to in clause (1) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (3) there shall be commenced against Debtor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (4) Debtor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (1), (2) or (3) above; or (5) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) One or more judgments or decrees shall be entered against Debtor involving in the aggregate a liability (not paid or fully covered by insurance) of \$100,000 or more and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(h) any judicial decision, legislative or regulatory change or any change in Debtor's right to conduct business results in a Material Adverse Effect or would, after the passage of time, be reasonably likely to result in a Material Adverse Effect; or

(i) Debtor shall have failed to pay the full amount of principal and interest payable with respect to any Advance within 194 days after such Advance was made; or

(j) liabilities and/or other obligations of Debtor whether as principal, guarantor, surety or other obligor, for the payment of any indebtedness which shall become or shall be declared to be due and payable prior to the expressed maturity thereof, or shall not be paid when due or within any grace period for the payment thereof, or any holder of any such obligation shall have the right to declare such obligation due and payable prior to the expressed maturity thereof or as a consequence of the occurrence or continuation of any event or condition, Debtor becomes obligated to purchase or repay any indebtedness before its regularly scheduled maturity date; or

(k) any lien purported to be created under Article 8 hereunder shall cease to be a valid lien on any collateral hereunder; or

(l) any license, franchise, permit, right, approval or agreement of Debtor is not renewed, or is suspended, revoked or terminated and the non-renewal, suspension, revocation or termination thereof would have a Material Adverse Effect (unless such license, franchise, permit, right, approval or agreement is renewed or obtained prior to the occurrence of a Material Adverse Effect);

then, and in any such event, (A) (i) if such event is an Event of Default specified in Section 7.1(f) above, automatically all Advances (with accrued interest thereon) and all other amounts owing under this Agreement and the Notes shall immediately become due and payable and all commitments hereunder to make Advances shall automatically terminate, and (ii) if such event is any other Event of Default, Secured Party may at its option, by written notice to the Debtor, declare the Advances (with accrued interest thereon) and all other amounts owing to Secured Party under this Agreement and the Note to be due and payable forthwith, whereupon the same shall immediately become due and payable and all commitments hereunder to make Advances shall simultaneously terminate, and (B) Secured Party may and shall immediately exercise any and all other rights, remedies, and recourse available to it at law or in equity or under this Agreement and Note. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

ARTICLE 8. **SECURITY INTEREST**

Section 8.1 Security for Obligations. This Agreement secures the prompt and complete payment in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all obligations and liabilities of every nature of Debtor existing or arising on or after the date hereof to the Secured Party, under or in connection with this Agreement, whether in respect of principal, interest, fees, expenses or otherwise (the "Obligations"). The Obligations shall include interest which, but for the filing of a petition in bankruptcy with respect to Debtor, would have accrued on any Obligation, whether or not a claim is allowed against Debtor for such interest in the related bankruptcy proceeding.

Section 8.2 Grant of Security. In order to secure and to provide for the payment and performance of the Obligations, Debtor hereby assigns, pledges, transfers and grants to the Secured Party, a continuing security interest (subject to priority security interests now or hereafter determined under statute or law) in, and a lien upon, all of Debtor's right, title and interest in, to and under, whether now owned or hereafter acquired, each Eligible Purchase Order (the "Collateral").

Section 8.3 UCC Financing Statements. During the term of this Agreement 1, the Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code ("UCC") jurisdiction any financing statements and amendments thereto that contain any information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment. Debtor agrees to furnish any such information to the Secured Party promptly upon request.

Section 8.4 Further Assurances. At any time and from time to time, upon the written request of the Secured Party and at the sole expense of Debtor, Debtor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Secured Party may reasonably request to better assure, preserve, protect and perfect the security interest and the rights and powers herein granted, including filing any financing or continuation statements under the UCC with respect to the liens granted hereunder or under any other related document as to those jurisdictions that are not UCC jurisdictions.

Section 8.5 Enforcement of Security Interest. Upon the occurrence of an “Event of Default” as defined in herein, the Secured Party shall have all of the rights and remedies of a secured party against a defaulting debtor provided in the New York UCC for the enforcement of the Secured Party’s security interest in the Collateral.

ARTICLE 9
MISCELLANEOUS

Section 9.1 Amendments and Waivers. (a) No amendment or waiver of any provision of this Agreement, nor consent to any departure by a Party, shall in any event be effective unless the same shall be in writing and signed by the other Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 9.2 Limitation on Liability. IN NO EVENT SHALL ANY PARTY BE LIABLE IN RESPECT OF OR ARISING OUT OF THE PERFORMANCE AND/OR BREACH OF ITS OBLIGATIONS HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THAT PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 9.3 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (or by telex, fax or similar electronic transfer confirmed in writing), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) when delivered by hand, or (b) if given by mail, three Business Days after deposited in the mails by certified mail, return receipt requested, postage prepaid, or (c) if delivered by reputable overnight air courier, on the next Business Day, or (d) if by telex, fax or similar electronic transfer, when sent and receipt has been confirmed.

If to Debtor:

Att: Stewart Kantor

Full Spectrum Inc.

With a copy to:

If to Secured Party:

With a copy to:

Any party may change its address for notices by notice to the other parties hereto in the manner provided in this subsection.

Section 9.4 No Waiver: Cumulative Remedies.

(a) No failure to exercise and no delay in exercising, on the part of Secured Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof.

(b) No single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 9.5 Survival of Representations and Warranties. All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Note.

Section 9.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Debtor, the Secured Party, all future holders of the Note and their respective successors and assigns, except that a Party may not assign, transfer or delegate any of its rights or obligations under this Agreement or Note without the prior written consent of the other Party.

Section 9.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.9 Integration. This Agreement represents the agreement of the Debtor and the Secured Party with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Secured Party relative to subject matter hereof not expressly set forth or referred to herein.

Section 9.10 Governing Law. This Agreement and the Note and the rights and obligations of the parties under this Agreement and the Note shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principles of conflict of laws thereunder.

Section 9.11 Submission to Jurisdiction; Waivers. Debtor hereby irrevocably and unconditionally;

(a) submits for itself and its Property in any legal action or proceeding relating to or arising out of this Agreement to which it is a party, or the conduct of any party with respect thereto, or for recognition and enforcement of any judgment in respect thereof, to the nonexclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives to the fullest extent permitted by law any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent permitted by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary, punitive or consequential damages.

Section 9.12 Waivers of Jury Trial. EACH OF DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE NOTE OR ANY OTHER FINANCING DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

Debtor:

Full Spectrum Inc.

By: _____

Name: Stewart Kantor

Title: CEO

Secured Party:

By: _____

Name:

Title:

**AMENDMENT TO
PURCHASE ORDER FINANCING AGREEMENT**

This **AMENDMENT TO PURCHASE ORDER FINANCING AGREEMENT** (this "*Amendment*") is made and entered into as of November 17, 2017, by and between **FULL SPECTRUM INC.**, a Delaware corporation (the "*Debtor*"), and _____, a _____ (the "*Secured Party*").

A. The Debtor and the Secured Party are party to that certain Purchase Order Financing Agreement, dated as of February 18, 2014 (the "*Agreement*");

B. The Debtor has, among other things, requested the Secured Party to extend the date on which the Debtor is required to repay its outstanding obligations to the Secured Party under the Agreement, and the Secured Party has agreed to such changes; and

C. The Debtor and the Secured Party have agreed, upon the following terms and conditions, to amend the Agreement to effect such changes.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other valuable consideration, the parties hereto agree as follows:

1. **Defined Terms and Effective Date.**

Unless otherwise specified, the defined terms will have their meanings as provided in the Agreement. The modifications set forth in this Amendment shall be effective upon receipt by the Secured Party of the documentation set forth in **Section 4** hereof.

2. **Acknowledgement of Obligations.** The Debtor agrees and acknowledges that, as of the date of this Amendment, the Debtor is indebted to the Secured Party in the aggregate amount of \$957,925 (the "*New Loan Principal*"), consisting of outstanding principal in the amount of \$375,000 and accrued interest thereon of \$582,925 .

3. **Amendment to Agreement.**

3.01 *Section 1.1* of the Agreement is hereby amended to insert the following new definitions in the appropriate alphabetical order to read as follows:

"New Loan Principal Due Date" as defined in Section 2.6.

3.02 *Section 2.5* of the Agreement is hereby amended and restated in its entirety as follows:

“Section 2.5 Interest Rate and Payment.

Effective November 18, 2017, the New Loan Principal shall bear interest at the rate of 10% per annum; provided, that, if an Event of Default has occurred and is continuing, then all obligations shall bear interest, after as well as before judgment, at the rate of 18% per annum. Accrued and unpaid interest shall be due and payable in arrears (i) on the last calendar day of each March, June, September and December, (ii) on each other date of any reduction of the outstanding principal amount of the New Loan Principal hereunder, and (iii) upon the occurrence and during the continuance of an Event of Default, at any time upon demand by the Secured Party. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencing of any bankruptcy or insolvency proceeding.”

3.03 Section 2.6 of the Agreement is hereby amended and restated in its entirety as follows:

“Section 2.6 New Loan Principal/Repayment.

Effective November 18, 2017, all accrued interest on the outstanding Advances shall be capitalized and converted to principal and, together with the aggregate outstanding principal amount of the Advances equals the New Loan Principal. The New Loan Principal shall be paid in full on the earlier of (i) December 31, 2018 (the “New Loan Principal Due Date”) and (ii) the date of acceleration pursuant to Article 7 ‘Events of Default’ hereof, together with any and all unpaid accrued interest, fees, charges, expenses and other sums then due and payable. The Debtor may prepay the New Loan Principal, in whole or in part, on any Business Day, without premium or penalty.”

4. **Effectiveness.** The effectiveness of this Amendment is subject to receipt by the Secured Party of the following:

4.01 **Amendment.** This Amendment, duly executed and delivered by the Debtor and the Secured Party.

5. **Representations and Warranties.** The Debtor hereby represents and warrants to the Secured Party as follows:

(a) **Due Authorization.** The Debtor is duly authorized to execute, deliver and perform this Amendment, and the Agreement, as amended by this Amendment, is the legal and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms subject to bankruptcy and similar laws and equitable principles.

(b) **Agreement.** Unless otherwise disclosed to the Secured Party, all of the representations and warranties contained in Article 3 of the Agreement, with respect to the Debtor are true and correct in all material respects as of the date hereof (or the date specified in the applicable representation or warranty).

(c) **No Event of Default.** After giving effect to this Amendment, no event has occurred and is continuing or would result from entering into this Amendment, which constitutes or would constitute an Event of Default or a Default.

6. **Waiver.** The Secured Party hereby waives any and all Defaults and Events of Default existing as of the date hereof.

7. **Miscellaneous.**

(a) **No Further Amendments.** Except as expressly amended herein, the terms of the Agreement shall remain in full force and effect.

(b) **Limitation on Agreements.** The amendment set forth herein is limited precisely as written and shall not be deemed (a) to be a consent under or waiver of any other term or condition in the Agreement except as expressly provided herein; or (b) to prejudice any right or rights which the Secured Party now or may in the future under, or in connection with the Agreement, as amended hereby. From and after the effectiveness of this Amendment, all references in the Agreement to the Agreement shall be deemed to be references to the Agreement after giving effect to this Amendment.

(c) **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one (1) contract. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or .pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

(d) **Governing Law.** Pursuant to *Section 5-1401* of the New York General Obligations Law, the substantive laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to the choice of law principles that might otherwise apply, and the applicable federal laws of the United States of America, shall govern the validity, construction, enforcement and interpretation of this Amendment.

**Remainder of Page Intentionally Left Blank.
Signature Page(s) to Follow.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

Debtor:

Full Spectrum Inc.

By: _____

Name: Stewart Kantor

Title: CEO

Secured Party:

By: _____

Name:

Title:

Signature Page to
Amendment to Purchase Order Financing Agreement

NEITHER THE ISSUANCE OR SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

Principal Amount: \$ _____

Issue Date: _____, 2016

PROMISSORY NOTE

FOR VALUE RECEIVED, Full Spectrum Inc., a Delaware corporation (the “**Borrower**”), promises to pay to _____ (the “**Holder**”) or his/her/its registered assigns or successors, the sum of \$ _____ together with any accrued and unpaid interest hereon, on _____, 2017¹ (the “**Maturity Date**”) if not sooner paid.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in that certain Securities Purchase Agreement dated as of _____, 2016, between Borrower and the Holder (as amended, modified or supplemented from time to time, the “**SPA**”).

The following terms shall apply to this Note:

**ARTICLE I
INTEREST AND PAYMENTS**

1.1. Interest Rate. Subject to Section 3.7 hereof, interest payable on this Note shall accrue at a rate per annum equal to ten percent (10%).

1.2. Payments. Payment of the aggregate principal amount outstanding under this Note (the “**Principal Amount**”), together with all accrued and unpaid interest thereon shall be made on the Maturity Date.

1.3. Prepayment. This Note may be prepaid by the Borrower in whole, at any time, or in part, from time to time, without penalty or premium, on any date after such date which is 60 days after the Issue Date. In the event that the Company completes any initial public offering of its securities (an “**IPO**”), the outstanding Principal Amount and accrued but unpaid interest on this Note shall be paid in full using the proceeds from such IPO within ten (10) days following the Company’s receipt of the IPO proceeds.

¹ Insert date 18 months from issuance

ARTICLE II
EVENTS OF DEFAULT

The occurrence of any of the following events set forth in Sections 2.1 through 2.9, inclusive, shall be an "Event of Default". The occurrence of any of the following Events of Default shall, at the option of the Holder hereof, make the principal and unpaid interest hereon and all other amounts payable hereunder immediately due and payable, upon demand, without presentment, or grace period, all of which hereby are expressly waived, except as set forth below.

2.1. Failure to Pay Principal, Interest or Other Fees. Borrower fails to pay principal, interest or other fees hereon and such failure shall continue for a period of ten (10) days following the date upon which any such payment was due.

2.2. Breach of Covenant. Borrower breaches any covenant or other term or condition of this Note in any material respect and such breach, if subject to cure, continues for a period of ten (10) days after the occurrence thereof.

2.3. Breach of Representations and Warranties. Any representation or warranty of Borrower made herein or the SPA shall be false or misleading in any material respect.

2.4. Receiver or Trustee. The Borrower or any of its subsidiaries shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee shall otherwise be appointed.

2.5. Judgments. Any money judgment, writ or similar final process shall be entered or filed against the Borrower or any of its subsidiaries or any of their respective property or other assets for more than \$100,000 in the aggregate for Borrower, and shall remain unvacated, unbonded or unstayed for a period of thirty (30) days.

2.6. Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings or relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any of its subsidiaries.

2.7. Default Under Other Agreements. The occurrence of an Event of Default under and as defined in the SPA or any event of default (or similar term) under any other agreement evidencing indebtedness of at least \$100,000.

2.8. Failure to Deliver Replacement Note. If Borrower is required to issue a replacement Note to Holder and Borrower shall fail to deliver such replacement Note within seven (7) business days.

**ARTICLE III
MISCELLANEOUS**

3.1. Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder hereof in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

3.2. Notices. Any notice herein required or permitted to be given shall be in writing and provided in accordance with the terms of the SPA.

3.3. Amendment Provision. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented, and any successor instrument as it may be amended or supplemented.

3.4. Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns, and may not be assigned by the Holder without the prior written consent of the Borrower, which consent may not be unreasonably withheld.

3.5. Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof reasonable costs of collection, including reasonable attorneys' fees.

3.6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Note shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law. HOLDER AND BORROWER WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREIN, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER COMMON LAW OR STATUTORY BASES. Each party hereby submits to the exclusive jurisdiction of the state and federal courts located in the County of New York, State of New York.

3.7. Maximum Payments. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum permitted by such law, any payments in excess of such maximum shall be credited against amounts owed by Borrowers to the Holder and thus refunded to the Borrowers.

3.8. Construction. Each party acknowledges that its legal counsel participated in the preparation of this Note and, therefore, stipulates that the rule of construction that ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Note to favor any party against the other.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name effective as of this ____ day of _____,
2016.

FULL SPECTRUM INC.

By: _____
Name: Stewart Kantor
Title: CEO

THIS WARRANT AND ANY SHARES ISSUED UPON ITS EXERCISE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR QUALIFIED FOR SALE UNDER ALL APPLICABLE SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, ANY SUCH OFFER, SALE OR OTHER TRANSFER IS EXEMPT FROM THE REGISTRATION OR QUALIFICATION REQUIREMENTS OF SUCH SECURITIES LAWS.

No.

[DATE]

**FULL SPECTRUM INC.
WARRANT TO PURCHASE COMMON STOCK**

VOID AFTER 5:00 P.M. Eastern Time on _____

THIS CERTIFIES that, for the value received, _____ (the "Holder") is entitled, upon the terms and subject to the conditions hereinafter set forth, at any time on or after the date of this Warrant and on or prior to 5:00 p.m. Eastern Time on the fifth anniversary of the date of this Warrant (the "Expiration Time"), but not thereafter, to subscribe for and purchase, from Full Spectrum Inc., a Delaware corporation (the "Company"), up to _____ shares (the "Shares") of the Company's common stock, par value \$0.00001 per share (the "Common Stock") at a per share purchase price equal to lower of (i) \$2.00 per share or (ii) 40% of the selling price of the Company's Common Stock in its Initial Public Offering, subject to adjustments hereunder (the "Exercise Price").

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in that certain Securities Purchase Agreement dated as of _____, between Borrower and the Holder (as amended, modified or supplemented from time to time, the "Purchase Agreement").

1. Exercise of Warrant.

(a) The purchase rights represented by this Warrant are exercisable by the Holder, in whole or in part, at any time after the date of this Warrant and before the Expiration Time by the surrender of this Warrant (in the event of the exercise of this entire Warrant) and submission of the Notice of Exercise (in accordance with the Notice provisions of the Purchase Agreement) annexed hereto duly executed and upon payment of an amount equal to the aggregate Exercise Price for the number of Shares thereby purchased (by cash or by check or certified bank check payable to the order of the Company in an amount equal to the purchase price of the Shares thereby purchased); whereupon the Holder shall be entitled to receive a stock certificate representing the number of Shares so purchased. The Company agrees that if at the time of the surrender of this Warrant and purchase of the Shares, the Holder shall be entitled to exercise this Warrant, the Shares so purchased shall be and be deemed to be issued to such holder as the record owner of such Shares as of the close of business on the date on which this Warrant shall have been exercised as aforesaid.

(b) Cashless Exercise. In the event that the Company becomes a reporting Company pursuant to the Securities Exchange Act of 1934, as amended, and there is no effective registration statement permitting the Holder to resell the Warrant Shares or the prospectus forming a part thereof is not then available to the Holder at the time of exercise for the resale of the Warrant Shares, the Holder may satisfy its obligation to pay the Per Share Warrant Price through a “Cashless Exercise,” in which event the Company shall issue to the Holder the number of Warrant Shares determined as follows:

$$X = Y [(A-B)/A]$$

where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares with respect to which this Warrant is being exercised (prior to cashless exercise).

A = the average of the Closing Prices for the five (5) Trading Days immediately prior to (but not including) the Exercise Date.

B = the Exercise Price.

For purposes of this Section 1.2:

“Closing Prices” for any date, shall mean the closing price per share of the Shares for such date (or the nearest preceding date) on the primary trading market on which the Shares is then listed or quoted.

“Trading Day” means (a) any day on which the Shares is listed or quoted and traded on its primary trading market and/or quotation system, as the case may be, (b) if the Shares are not then listed or quoted and traded on any trading market, then a day on which trading occurs on the primary trading market on which the Company's Shares are then listed or quoted.

(c) Upon partial exercise of this Warrant, the Holder shall be entitled to receive from the Company, upon request of the Holder and return to the Company of this Warrant, a new Warrant in substantially identical form for the purchase of that number of Shares as to which this Warrant shall not have been exercised. Certificates for Shares purchased hereunder shall be delivered to the Holder at the address set forth in the Exercise Notice within a reasonable time after the date on which this Warrant shall have been exercised as aforesaid.

2. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. This Warrant will only be exercisable for whole numbers of Shares.

3. Charges, Taxes and Expenses. The Holder shall pay all issue and transfer taxes and other incidental expenses in respect of the issuance of certificates for Shares upon the exercise of this Warrant, and such certificates shall be issued in the name of the Holder of this Warrant.

4. No Rights as a Stockholder. This Warrant does not entitle the Holder to any voting rights or other rights as a stockholder of the Company prior to the exercise hereof.

5. Loss, Theft, Destruction or Mutilation of Warrant. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in case of loss, theft or destruction of this Warrant, upon delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, and upon reimbursement to the Company of all reasonable expenses incidental thereto, the Company will make and deliver to the Holder, in lieu thereof, a new Warrant in substantially identical form and dated as of such cancellation.

6. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday or a Sunday or shall be a legal holiday in the United States or the State of New York, then such action may be taken or such right may be exercised on the next succeeding business.

7. Merger, Reclassification, etc.

(a) Merger, etc. If at any time the Company proposes (A) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger, consolidation or stock issuance) that results in the transfer of fifty percent (50%) or more of the then outstanding voting power of the Company; or (B) a sale of all or substantially all of the assets of the Company, then the Company shall give the Holder ten (10) days notice of the proposed effective date of the transaction. If, in the case of such acquisition of the Company, and the Warrant has not been exercised by the effective date of the transaction, this Warrant shall be exercisable into the kind and number of shares of stock or other securities or property of the Company or of the entity resulting from such merger or acquisition to which such Holder would have been entitled if immediately prior to such acquisition or merger, it had exercised this Warrant. The provisions of this Section 7(a) shall similarly apply to successive consolidations, mergers, sales or conveyances.

(b) Reclassification, etc. If the Company at any time shall, by subdivision, combination or reclassification of securities or otherwise, change any of the securities to which purchase rights under this Warrant exist into the same or a different number of securities of any class or classes, this Warrant shall thereafter be to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities which were subject to the purchase rights under this Warrant immediately prior to such subdivision, combination, reclassification or other change. If the Shares are subdivided or combined into a greater or smaller number of Shares, the Exercise Price under this Warrant shall be proportionately reduced in case of subdivision of shares or proportionately increased in the case of combination of shares, in both cases by the ratio which the total number of Shares to be outstanding immediately after such event bears to the total number of Shares outstanding immediately prior to such event.

(c) Cash Distributions. No adjustment on account of cash dividends or interest on the Shares or other securities purchasable hereunder will be made to the Exercise Price under this Warrant.

8. Restrictions on Transfer.

(a) Restrictions on Transfer of Shares. In no event will the Holder make a disposition of this Warrant or the Shares unless and until, if requested by the Company, it shall have furnished the Company with an opinion of counsel satisfactory to the Company and its counsel to the effect that appropriate action necessary for compliance with the Securities Act of 1933, as amended (the "Securities Act") relating to sale of an unregistered security has been taken. Notwithstanding the foregoing, the restrictions imposed upon the transferability of the Shares shall terminate as to any particular Share when (i) such security shall have been sold without registration in compliance with Rule 144 under the Securities Act, or (ii) a letter shall have been issued to the Holder at its request by the staff of the Securities and Exchange Commission or a ruling shall have been issued to the Holder at its request by such Commission stating that no action shall be recommended by such staff or taken by such Commission, as the case may be, if such security is transferred without registration under the Securities Act in accordance with the conditions set forth in such letter or ruling and such letter or ruling specifies that no subsequent restrictions on transfer are required, or (iii) such security shall have been registered under the Securities Act and sold by the Holder thereof in accordance with such registration.

(b) Lockup. The Holder may not sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Warrant Shares without the approval of the Company until six months after the completion of the Company's initial public offering.

(c) Subject to the provisions of Section 8(a) hereof, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of the Warrant with a properly executed assignment at the principal office of the Company.

(d) Restrictive Legends. The stock certificates representing the Shares and any securities of the Company issued with respect thereto shall be imprinted with legends restricting transfer except in compliance with the terms hereof and with applicable federal and state securities laws substantially as follows:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY OF THIS CERTIFICATE THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT".

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCKUP AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED DURING THE TERM OF THE LOCKUP.

9. Miscellaneous.

(a) Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within such state.

(b) Restrictions. The Holder acknowledges that the Shares acquired upon the exercise of this Warrant may have restrictions upon its resale imposed by state and federal securities laws.

(c) Waivers Strictly Construed. With regard to any power, remedy or right provided herein or otherwise available to any party hereunder (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party; and (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise, or other indulgence.

(d) Modifications. This Warrant may not be amended, altered or modified except by a writing signed by the Company and the Holder of this Warrant.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, FULL SPECTRUM, INC. has caused this Warrant to be executed by its duly authorized representative dated as of the date first set forth above.

FULL SPECTRUM INC.

By:
Name:
Title:

NOTICE OF EXERCISE

TO: FULL SPECTRUM, INC., a Delaware corporation

(1) The undersigned hereby elects to purchase _____ shares of Common Stock (the "Shares") of Full Spectrum Inc. ("Company") pursuant to the terms of the Warrant, dated, _____ 2016, issued by the Company to the undersigned (the "Warrant"), and makes payment of the full purchase price for such shares at the price per share provided for in such Warrant, which is \$ _____. Such payment takes the form of (check applicable box or boxes):

\$ _____ in lawful money of the United States; and/or

the cancellation of the Warrant to the extent necessary, in accordance with the formula set forth in Section 1(b), to exercise this Warrant with respect to the maximum number of shares of Common Stock purchasable pursuant to the cashless exercise procedure set forth in Section 1(b).

(2) Please issue a certificate or certificates representing the Shares in the name of the undersigned or in such other name as is specified below:

(Print Name)

Address

(3) The undersigned confirms that it is an "accredited investor" as defined by Rule 501(a) under the Securities Act at the time of execution of this Notice.

(4) The undersigned accepts such Shares subject to the restrictions on transfer set forth in the Warrant.

(5) The undersigned acknowledges that the Company has given it access to all information relating to the Company's business that the undersigned has requested. The undersigned has reviewed all materials relating to the Company's business, financial condition and operations which it has requested and the undersigned has reviewed all of such materials as the undersigned, in the undersigned's sole and absolute discretion has deemed necessary or desirable. The undersigned has had an opportunity to discuss the business, management and financial affairs of the Company with the Company's management.

(6) The undersigned acknowledges that it has, by reason of its business and financial experience, such knowledge, sophistication and experience in financial and business matters and in making investment decisions of this type that it is capable of (i) evaluating the merits and risks of an investment in the Shares and making an informed investment decision in connection therewith; (ii) protecting its own interest; and (iii) bearing the economic risk of such investment for an indefinite period of time for shares which are not transferable or freely tradable. The undersigned hereby agrees to indemnify the Company and the officers, directors and employees thereof harmless against all liability, costs or expenses (including reasonable attorneys' fees) arising by reason of or in connection with any misrepresentation or any breach of warranties or representations of the undersigned contained in this Notice, or arising as a result of the sale or distribution of the Shares issuable upon exercise of the Warrants. The representations and warranties contained herein shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned.

Date:

(Signature)

(Print Name)

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT, dated as of _____, ____ (this "Agreement"), by and between Full Spectrum Inc., a Delaware corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Purchaser" and collectively, the "Purchasers").

RECITALS

A. Purchasers desire to purchase from the Company and the Company desires to sell to Purchasers certain of the Company's 10% Promissory Notes, in the aggregate face amount of \$500,000, in the form of Exhibit A attached hereto (individually, a "Note" and collectively, the "Notes") and Common Stock Purchase Warrants, each to purchase up to a certain number of shares of the common stock, par value \$0.00001 per share (the "Common Stock") of the Company equal to 25% of the principal amount of the Notes, in the form of Exhibit B attached hereto (individually, the "Warrants" and collectively with the Notes, the "Securities"). The principal amount of the Notes each Purchaser has committed to purchase, and the amount of the purchase price thereof to be paid to the Company by the Purchaser (a "Commitment") is listed on the signature page such Purchaser executes and delivers to the Company.

B. The Company's sale of the Securities to the Purchaser will be made in reliance upon the provisions of Section 4(a)(2) under the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 of Regulation D promulgated by the Securities and Exchange Commission (the "SEC") thereunder, and other applicable rules and regulations of the SEC and/or upon such other exemption from the registration requirements of the Securities Act as may be available with respect to the transactions contemplated hereby.

C. Subject to the terms and provisions of the Warrants and this Agreement, the Warrants shall be issued at the same time each Note is issued to the Purchasers hereunder and shall be exercisable at the lower of (i) \$2.00 per share or (ii) 40% of the selling price of the Company's Common Stock in its Initial Public Offering (the "Exercise Price"), for such number of shares equal to 25% of the principal amount of the Notes (the "Exercisable Amount").

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, the covenants and agreements set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchasers and the Company hereby agree as follows:

1 . Purchase of the Notes and Warrants. On the terms and subject to the conditions set forth in this Agreement and in the Notes and Warrants, the Purchasers shall purchase from the Company and the Company shall sell to the Purchasers the Securities.

2. Purchaser's Representations, Warranties and Covenants. In order to induce the Company to sell and issue the Securities to the Purchaser under one or more exemptions from registration under the Securities Act, each Purchaser, severally and not jointly, represents and warrants to the Company, and covenants with the Company, that, as of the date hereof and as of each Closing Date (except as otherwise set forth herein):

(a) (i) Such Purchaser has the requisite power and authority to enter into and perform this Agreement, and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents"), and to purchase the Securities in accordance with the terms hereof and thereof.

(ii) The execution and delivery of the Transaction Documents by the Purchaser and the consummation by it of the transactions contemplated thereby have been duly and validly authorized by the Purchaser's organizational documents (if any) and no further consent or authorization is required by the Purchaser.

(iii) The Transaction Documents have been duly and validly executed and delivered by the Purchaser.

(iv) The Transaction Documents, and each of them, constitutes the valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

(b) The execution, delivery and performance of the Transaction Documents by the Purchaser and the consummation by the Purchaser of the transactions contemplated thereby will not conflict with or constitute a default under any agreement or instrument to which the Purchaser is a party or by which the Purchaser is bound.

(c) The Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting the Purchaser's right to sell the Securities in compliance with applicable federal and state securities laws).

(e) The Purchaser acknowledges that the Securities have been offered to it in direct communication between itself and the Company and not through any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over the television or radio or presented in any seminar or any other general solicitation or general advertisement.

(f) The Purchaser acknowledges that the Company has given it access to all information relating to the Company's business that it has requested. The Purchaser has reviewed all materials relating to the Company's business, finance and operations which it has requested and the Purchaser has reviewed all of such materials as the Purchaser, in the Purchaser's sole and absolute discretion shall have deemed necessary or desirable. The Purchaser has had an opportunity to discuss the business, management and financial affairs of the Company with the Company's management.

(g) The Purchaser acknowledges that it has, by reason of its business and financial experience, such knowledge, sophistication and experience in financial and business matters and in making investment decisions of this type that it is capable of (i) evaluating the merits and risks of an investment in the Securities and making an informed investment decision in connection therewith; (ii) protecting its own interest; and (iii) bearing the economic risk of such investment for an indefinite period of time. The undersigned hereby agrees to indemnify the Company thereof and to hold the Company and the officers, directors and employees thereof harmless against all liability, costs or expenses (including reasonable attorneys' fees) arising by reason of or in connection with any misrepresentation or any breach of warranties of the undersigned contained in this Agreement, or arising as a result of the sale or distribution of the Securities or the Common Stock issuable upon conversion exercise of the Warrants (the "Warrant Shares"), by the undersigned in violation of the Securities Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any other applicable law, either federal or state. This subscription and the representations and warranties contained herein shall be binding upon the heirs, legal representatives, successors and assigns of the Purchaser.

(h) The Purchaser is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and as set forth in Exhibit C attached hereto and made a part hereof, on each Closing Date, and will be an accredited investor on each date which it exercises any of the Warrants.

(i) The Purchaser acknowledges that the Warrant Shares will be subject to lock-up provisions (the "Lock-up") contained herein. The Purchaser agrees not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Warrant Shares without the approval of the Company until six months after the completion of the Company's initial public offering. Purchaser agrees to provide to the Company underwriters of any public offering such further agreements as such underwriter may reasonably request in connection with this Lock-up agreement, provided that the terms of such agreements are generally consistent with the provisions of this Section 2(i).

(j) The Purchaser is aware that the Notes, the Warrants and the Warrant Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Notes, the Warrants and the Warrant Shares, the Company may require the transferor thereof to provide to the Company an opinion of counsel, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred securities under the Securities Act. Further, the Purchaser understands and acknowledges that any certificates evidencing the Notes, the Warrants or the Warrant Shares will bear a legend in substantially the following form:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED FOR SALE UNDER ANY STATE SECURITIES LAWS (COLLECTIVELY, "SECURITIES LAWS") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR QUALIFIED FOR SALE UNDER ALL APPLICABLE SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, ANY SUCH OFFER, SALE OR OTHER TRANSFER IS EXEMPT FROM THE REGISTRATION OR QUALIFICATION REQUIREMENTS OF SUCH SECURITIES LAWS.

In addition, the Warrant Shares shall have endorsed thereon legend substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCKUP AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED DURING THE TERM OF THE LOCKUP.

(k) The Purchaser understands and acknowledges that the Company has neither filed a registration statement with the SEC or any state authorities for the transactions contemplated by this Agreement or the other Transaction Documents, and in the absence of such a registration statement or exemption, the Purchaser may have to hold the Notes, the Warrants and the Warrant Shares, indefinitely and may be unable to liquidate any of them in case of an emergency.

(l) The Purchaser understands that it is liable for its own tax liabilities and has obtained no tax advice from the Company in connection with the purchase of the Securities.

(m) Purchaser hereby agrees and acknowledges that it has been informed of the following: (i) there are factors relating to the subsequent transfer of any of the Securities or Warrant Shares that could make the resale of such Securities or the Warrant Shares difficult; and (ii) there is no guarantee that the Purchaser will realize any gain from the purchase of the Securities; and (iii) the purchase of the Securities involves a high degree of risk and is subject to many uncertainties. The Purchaser acknowledges that it understands that these risks and uncertainties may adversely affect the Company's business, operating results and financial condition, and the trading price for the Common Stock if it is later quoted or traded on any securities trading market or exchange and Purchaser could lose all or part of its investment.

3. Company's Representations, Warranties and Covenants. The Company represents and warrants to the Purchasers that:

(a) The Company is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware, and has the requisite corporate power and authorization to own its properties and to carry on its business as now being conducted.

(b) (i) The Company has the requisite corporate power and authority to enter into and perform this Agreement, and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by the Transaction Documents, and to issue the Notes and Warrants in accordance with the terms hereof and thereof.

(ii) The execution and delivery of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby, including without limitation the reservation for issuance and the issuance of the Notes and Warrants pursuant to this Agreement, have been duly and validly authorized by the Company's Board of Directors and no further consent or authorization is required by the Company, its Board of Directors, or its shareholders.

(iii) The Transaction Documents have been duly and validly executed and delivered by the Company.

(iv) The Transaction Documents, and each of them, constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

(c) The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated thereby will not conflict with or constitute a default under any agreement or instrument to which the Company is a party or under any organizational documents of the Company.

4. Piggyback Registrations. If, after its initial public offering, the Company determines to proceed with the preparation and filing with the SEC of a registration statement (the "Registration Statement") relating to an offering for its own account or the account of others under the Securities Act of any of its shares of Common Stock, other than on a Form S-4 or Form S-8 or its then equivalents, the Company shall send the Purchasers written notice of such determination and, if within ten (10) days after receipt of such notice, the Purchasers shall so request in writing, the Company will cause the registration under the Securities Act of the Warrants and the Warrant Shares (collectively, the "Registrable Securities"), provided that if at any time after giving written notice of its intention to register any of its shares of Common Stock and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such shares of Common Stock, the Company may, at its election, give written notice of such determination to the Purchasers and, thereupon, (i) in the case of a determination not to register, shall be relieved of its obligation to register the Registrable Securities in connection with such registration, and (ii) in the case of a determination to delay registering, shall be permitted to delay registering the Registrable Securities for the same period as the delay in registering such other shares of Common Stock. The Company shall include in such registration statement all or any part of the Registrable Securities, provided, however, that the Company shall not be required to register any of the Warrants and the Warrant Shares that are eligible for sale pursuant to Rule 144 of the Securities Act. Notwithstanding any other provision in this Section 4, if the Company receives a comment from the SEC which effectively results in the Company having to reduce the number of Registrable Securities included on such Registration Statement, then the Company may, in its sole discretion, reduce on a pro rata basis the number of Registrable Securities to be included in such Registration Statement.

5. Closing and Deliverables.

(a) The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the Closing Date on or prior to July 1, 2016 ("Closing Date") at such location as may be agreed to by the parties provided that the Company shall have received copies of this Agreement executed by each respective Purchaser. At the Closing:

(i) each Purchaser shall deliver to the Company immediately available funds, by check or by wire transfer (bank wiring instructions as set forth in Exhibit D) in an amount equal to the amount of such Purchaser's Commitment as set forth beside the name of such Purchaser on such Purchaser's signature page hereto; and

(ii) the Company shall deliver to the Purchaser (x) a Note, in the Principal Amount equal to the Purchaser's Commitment and (y) a Warrant to purchase the Exercisable Amount of the Company's Common Stock at the Exercise Price. The Note will be dated as of the Closing Date.

6. Miscellaneous.

(a) Each party shall pay the fees and expenses of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of the Transactions Documents.

(b) This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature or signature transmitted by e-mail shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature.

(c) The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and neutral shall include the masculine and feminine.

(d) If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

(e) This Agreement and the Notes and Warrants represent the final agreement between the Purchasers and the Company with respect to the terms and conditions set forth herein, and, the terms of this Agreement and the Notes and Warrants may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. No provision of this Agreement and the Notes and Warrants may be amended other than by an instrument in writing signed by the Purchaser and the Company, and no provision hereof or thereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

(f) Any notices or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

Full Spectrum Inc.
687 N. Pastoria Ave
Sunnyvale, CA 94085
Attention: Stewart Kantor, Chief Executive Officer
Facsimile: _____

If to a Purchaser:

to the address set forth on the Purchaser's signature page hereto.

Each party shall provide five (5) days prior written notice to the other party of any change in address or facsimile number.

(g) This Agreement may not be assigned by any Purchaser.

(h) This Agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

(i) The representations and warranties of the Purchasers and the Company contained herein shall survive the Closing and the termination of this Agreement and the other Transaction Documents.

(j) The Purchasers and the Company shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and no party shall issue any such press release or otherwise make any such public statement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law or the rules and regulations of the SEC.

(k) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

(l) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party, as the parties mutually agree that each has had a full and fair opportunity to review this Agreement and the other Transaction Documents and seek the advice of counsel on it and them.

(m) The Purchaser and the Company each shall have all rights and remedies set forth in this Agreement and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which the Purchaser has by law. Any person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any default or breach of any provision of this Agreement, including the recovery of reasonable attorney's fees and costs, and to exercise all other rights granted by law.

(n) This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within such state. THE COMPANY AND PURCHASERS WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER COMMON LAW OR STATUTORY BASES. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of New York, State of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the Purchaser and the Company have executed this Agreement as of the date first above written.

THE COMPANY

FULL SPECTRUM INC.

By: _____
Name: Stewart Kantor
Title: Chief Executive Officer

THE PURCHASER

Amount of Commitment

Signature: _____
Print Name:

Date

Cell
Fax
Email

Address:

Tax ID / Social Security Number

EXHIBIT A

Form of Note

[Included as Exhibit 10.13 to this Form 8-K.]

EXHIBIT B

Form of Warrant

[Included as Exhibit 10.14 to this Form 8-K.]

EXHIBIT C
ACCREDITED INVESTOR PAGE

The undersigned Purchaser is an “accredited investor” as that term is defined in Regulation D promulgated under the Securities Act and amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act by virtue of being (initial all applicable responses):

- A small business investment company licensed by the U.S. Small Business Administration under the *Small Business Investment Company Act of 1958*,
- A business development company as defined in the *Investment Company Act of 1940*,
- A national or state-chartered commercial bank, whether acting in an individual or fiduciary capacity,
- An insurance company as defined in Section 2(13) of the Securities Act,
- An investment company registered under the *Investment Company Act of 1940*,
- An employee benefit plan within the meaning of Title I of the *Employee Retirement Income Security Act of 1974*, where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, insurance company, or registered investment advisor, or an employee benefit plan which has total assets in excess of \$5,000,000,
- A private business development company as defined in Section 202(a)(22) of the *Investment Advisors Act of 1940*,
- An organization described in Section 501(c)(3) of the *Internal Revenue Code*, a corporation or a partnership with total assets in excess of \$5,000,000,
- A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds \$1,000,000. For purposes of this Exhibit A-1, “net worth” means the excess of total assets at fair market value over total liabilities. For purposes of calculating net worth under this section, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this questionnaire, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.
- Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D,
- A natural person who had an individual income in excess of \$200,000 in each of the two most recent calendar years, and has a reasonable expectation of reaching the same income level in the current calendar year. For purposes of this Exhibit A-1, “income” means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; (v) alimony paid; and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.
- A corporation, partnership, trust or other legal entity (as opposed to a natural person) and all of such entity's equity owners fall into one or more of the categories enumerated above. **(Note: additional documentation may be requested).**

Signature of Purchaser

Title: _____ June 2, 2016

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT, dated as of _____, 2017 (this "Agreement"), by and between Full Spectrum Inc., a Delaware corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Purchaser" and collectively, the "Purchasers").

RECITALS

A. Purchasers desire to purchase from the Company and the Company desires to sell to Purchasers certain of the Company's Senior Convertible Promissory Notes, in the aggregate face amount of \$3,000,000, in the form of Exhibit A attached hereto (individually, a "Note" and collectively, the "Notes"). The principal amount of the Notes each Purchaser has committed to purchase, and the amount of the purchase price thereof to be paid to the Company by the Purchaser (a "Commitment") is listed on the signature page such Purchaser executes and delivers to the Company.

B. The Company's sale of the Notes to the Purchaser will be made in reliance upon the provisions of Section 4(a)(2) under the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 of Regulation D promulgated by the Securities and Exchange Commission (the "SEC") thereunder, and other applicable rules and regulations of the SEC and/or upon such other exemption from the registration requirements of the Securities Act as may be available with respect to the transactions contemplated hereby.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, the covenants and agreements set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchasers and the Company hereby agree as follows:

1. Purchase of the Notes. On the terms and subject to the conditions set forth in this Agreement and in the Notes, the Purchasers shall purchase from the Company and the Company shall sell to the Purchasers the Notes.

2. Purchaser's Representations, Warranties and Covenants. In order to induce the Company to sell and issue the Notes to the Purchaser under one or more exemptions from registration under the Securities Act, each Purchaser, severally and not jointly, represents and warrants to the Company, and covenants with the Company, that, as of the date hereof and as of each Closing Date (except as otherwise set forth herein):

(a) (i) Such Purchaser has the requisite power and authority to enter into and perform this Agreement, and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents"), and to purchase the Securities in accordance with the terms hereof and thereof.

(ii) The execution and delivery of the Transaction Documents by the Purchaser and the consummation by it of the transactions contemplated thereby have been duly and validly authorized by the Purchaser's organizational documents (if any) and no further consent or authorization is required by the Purchaser.

(iii) The Transaction Documents have been duly and validly executed and delivered by the Purchaser.

(iv) The Transaction Documents, and each of them, constitutes the valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

(b) The execution, delivery and performance of the Transaction Documents by the Purchaser and the consummation by the Purchaser of the transactions contemplated thereby will not conflict with or constitute a default under any agreement or instrument to which the Purchaser is a party or by which the Purchaser is bound.

(c) The Purchaser understands that the Notes and any shares of the Company's common stock par value \$0.00001 per share (the "Common Stock") issuable upon conversion thereof (the "Conversion Shares"), any warrants issuable pursuant to and upon conversion of the Notes ("Warrants") and any shares of Common Stock issuable upon exercise of the Warrants (the "Warrant Shares"; together with Notes, the Conversion Shares, the Warrants and the Warrant Shares herein collectively referred to as the "Securities") are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting the Purchaser's right to sell the Securities in compliance with applicable federal and state securities laws).

(e) The Purchaser acknowledges that the Securities have been offered to it in direct communication between itself and the Company and not through any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over the television or radio or presented in any seminar or any other general solicitation or general advertisement.

(f) The Purchaser acknowledges that the Company has given it access to all information relating to the Company's business that it has requested. The Purchaser has reviewed all materials relating to the Company's business, finance and operations which it has requested and the Purchaser has reviewed all of such materials as the Purchaser, in the Purchaser's sole and absolute discretion shall have deemed necessary or desirable. The Purchaser has had an opportunity to discuss the business, management and financial affairs of the Company with the Company's management.

(g) The Purchaser acknowledges that it has, by reason of its business and financial experience, such knowledge, sophistication and experience in financial and business matters and in making investment decisions of this type that it is capable of (i) evaluating the merits and risks of an investment in the Securities and making an informed investment decision in connection therewith; (ii) protecting its own interest; and (iii) bearing the economic risk of such investment for an indefinite period of time. The undersigned hereby agrees to indemnify the Company thereof and to hold the Company and the officers, directors and employees thereof harmless against all liability, costs or expenses (including reasonable attorneys' fees) arising by reason of or in connection with any misrepresentation or any breach of warranties of the undersigned contained in this Agreement, or arising as a result of the sale or distribution of the Securities, by the undersigned in violation of the Securities Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any other applicable law, either federal or state. This subscription and the representations and warranties contained herein shall be binding upon the heirs, legal representatives, successors and assigns of the Purchaser.

(h) The Purchaser is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and as set forth in Exhibit B attached hereto and made a part hereof, and will be an accredited investor on each date which it exercises any of the Warrants.

(i) The Purchaser acknowledges that the Shares and Warrant Shares will be subject to lock-up provisions (the "Lock-up") contained herein. Upon and subject to the Company's underwritten initial public offering the Purchaser agrees not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Shares or Warrant Shares without the approval of the Company until six months thereafter. Purchaser agrees to provide to the Company underwriters of any public offering such further agreements as such underwriter may reasonably request in connection with this Lock-up agreement, provided that the terms of such agreements are generally consistent with the provisions of this Section 2(i).

(j) The Purchaser is aware that the Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Securities, the Company may require the transferor thereof to provide to the Company an opinion of counsel, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred securities under the Securities Act. Further, the Purchaser understands and acknowledges that any certificates evidencing the Securities will bear a legend in substantially the following form:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED FOR SALE UNDER ANY STATE SECURITIES LAWS (COLLECTIVELY, "SECURITIES LAWS") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR QUALIFIED FOR SALE UNDER ALL APPLICABLE SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, ANY SUCH OFFER, SALE OR OTHER TRANSFER IS EXEMPT FROM THE REGISTRATION OR QUALIFICATION REQUIREMENTS OF SUCH SECURITIES LAWS.

(k) The Purchaser understands and acknowledges that the Company has neither filed a registration statement with the SEC or any state authorities for the transactions contemplated by this Agreement or the other Transaction Documents, and in the absence of such a registration statement or exemption, the Purchaser may have to hold the Securities indefinitely and may be unable to liquidate any of them in case of an emergency.

(l) The Purchaser understands that it is liable for its own tax liabilities and has obtained no tax advice from the Company in connection with the purchase of the Securities.

(m) Purchaser hereby agrees and acknowledges that it has been informed of the following: (i) there are factors relating to the subsequent transfer of any of the Securities that could make the resale of such Securities difficult; and (ii) there is no guarantee that the Purchaser will realize any gain from the purchase of the Securities; and (iii) the purchase of the Securities involves a high degree of risk and is subject to many uncertainties. The Purchaser acknowledges that it understands that these risks and uncertainties may adversely affect the Company's business, operating results and financial condition, and the trading price for the Common Stock if it is later quoted or traded on any securities trading market or exchange and Purchaser could lose all or part of its investment.

3. Company's Representations, Warranties and Covenants. The Company represents and warrants to the Purchasers that:

(a) The Company is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware, and has the requisite corporate power and authorization to own its properties and to carry on its business as now being conducted.

(b) (i) The Company has the requisite corporate power and authority to enter into and perform this Agreement, and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by the Transaction Documents, and to issue the Notes and Warrants in accordance with the terms hereof and thereof.

(ii) The execution and delivery of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby, including without limitation the reservation for issuance and the issuance of the Notes and Warrants pursuant to this Agreement, have been duly and validly authorized by the Company's Board of Directors and no further consent or authorization is required by the Company, its Board of Directors, or its shareholders.

(iii) The Transaction Documents have been duly and validly executed and delivered by the Company.

(iv) The Transaction Documents, and each of them, constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

(c) The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated thereby will not conflict with or constitute a default under any agreement or instrument to which the Company is a party or under any organizational documents of the Company.

4. Closing and Deliverables.

(a) The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on a date mutually agreeable to the parties ("Closing Date") at such location as may be agreed to by the parties provided that the Company shall have received copies of this Agreement and the Note executed by each respective Purchaser. At the Closing:

(i) each Purchaser shall deliver to the Company immediately available funds, by check or by wire transfer (bank wiring instructions as set forth in Exhibit C) in an amount equal to the amount of such Purchaser's Commitment as set forth beside the name of such Purchaser on such Purchaser's signature page hereto.

(b) The Company shall deliver to the Purchaser a co-signed Note, in the Principal Amount equal to the Purchaser's Commitment forthwith after receipt of Purchaser's Commitment. The Note will be dated as of the receipt of the date of funds.

5. Miscellaneous.

(a) Each party shall pay the fees and expenses of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of the Transactions Documents.

(b) This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature or signature transmitted by e-mail shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature.

(c) The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and neutral shall include the masculine and feminine.

(d) If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

(e) This Agreement and the Notes and Warrants represent the final agreement between the Purchasers and the Company with respect to the terms and conditions set forth herein, and, the terms of this Agreement and the Notes and Warrants may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. No provision of this Agreement and the Notes and Warrants may be amended other than by an instrument in writing signed by the Purchaser and the Company, and no provision hereof or thereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

(f) Any notices or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

Full Spectrum Inc.
687 N. Pastoria Ave
Sunnyvale, CA 94085
Attention: Stewart Kantor, Chief Executive Officer
Email: skantor@fullspectrumnet.com

If to a Purchaser:

to the address set forth on the Purchaser's signature page hereto.

Each party shall provide five (5) days prior written notice to the other party of any change in address or facsimile number.

(g) This Agreement may not be assigned by any Purchaser.

(h) This Agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

(i) The representations and warranties of the Purchasers and the Company contained herein shall survive the Closing and the termination of this Agreement and the other Transaction Documents.

(j) The Purchasers and the Company shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and no party shall issue any such press release or otherwise make any such public statement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law or the rules and regulations of the SEC.

(k) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

(l) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party, as the parties mutually agree that each has had a full and fair opportunity to review this Agreement and the other Transaction Documents and seek the advice of counsel on it and them.

(m) The Purchaser and the Company each shall have all rights and remedies set forth in this Agreement and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which the Purchaser has by law. Any person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any default or breach of any provision of this Agreement, including the recovery of reasonable attorney's fees and costs, and to exercise all other rights granted by law.

(n) This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within such state. THE COMPANY AND PURCHASERS WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER COMMON LAW OR STATUTORY BASES. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of New York, State of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the Purchaser and the Company have executed this Agreement as of the date first above written.

THE COMPANY

FULL SPECTRUM INC.

By _____

Name: Stewart Kantor

Title: Chief Executive Officer

THE PURCHASER

\$ _____
Amount of Commitment
(minimum \$50,000)

Signature: _____

Print Name: _____ Date _____

Email _____

Address: _____

Tax ID / Social Security Number

EXHIBIT A

Form of Note

[Included as Exhibit 10.17 to this Form 8-K.]

EXHIBIT B
ACCREDITED INVESTOR PAGE

The undersigned Purchaser is an “accredited investor” as that term is defined in Regulation D promulgated under the Securities Act and amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act by virtue of being (initial all applicable responses):

- A small business investment company licensed by the U.S. Small Business Administration under the *Small Business Investment Company Act of 1958*,
- A business development company as defined in the *Investment Company Act of 1940*,
- A national or state-chartered commercial bank, whether acting in an individual or fiduciary capacity,
- An insurance company as defined in Section 2(13) of the Securities Act,
- An investment company registered under the *Investment Company Act of 1940*,
- An employee benefit plan within the meaning of Title I of the *Employee Retirement Income Security Act of 1974*, where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, insurance company, or registered investment advisor, or an employee benefit plan which has total assets in excess of \$5,000,000,
- A private business development company as defined in Section 202(a)(22) of the *Investment Advisors Act of 1940*,
- An organization described in Section 501(c)(3) of the *Internal Revenue Code*, a corporation or a partnership with total assets in excess of \$5,000,000,
- A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds \$1,000,000. For purposes of this Exhibit A-1, “net worth” means the excess of total assets at fair market value over total liabilities. For purposes of calculating net worth under this section, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this questionnaire, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.
- Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D,
- A natural person who had an individual income in excess of \$200,000 in each of the two most recent calendar years, and has a reasonable expectation of reaching the same income level in the current calendar year. For purposes of this Exhibit A-1, “income” means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; (v) alimony paid; and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.
- A corporation, partnership, trust or other legal entity (as opposed to a natural person) and all of such entity's equity owners fall into one or more of the categories enumerated above. **(Note: additional documentation may be requested).**

Signature of Purchaser

Title: _____

Date _____, 2017

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

**REVENUE LOAN AGREEMENT
(Convertible Promissory Note)**

Date of Loan: _____

Principal Amount of Loan: \$ _____

Name of Lender: _____

Address of Lender: _____

Social Security Number/ Tax ID: _____

Bank Details of Lender if Payment requested by Wire:

Name of Bank: _____

Address of Bank: _____

ABA: _____

Account #: _____

For value received Full Spectrum Inc., a Delaware company (the "**Borrower**" or the "**Company**"), hereby promises to pay to the order of _____ ("**Lender**"), in lawful money of the United States of America and in immediately available funds, the Repayment Amount (as defined below) in the manner set forth below.

1. **Definitions.**

(a) "**Fully-Diluted Basis**" shall mean the assumption that all options, warrants or other convertible securities or instruments or other rights to acquire shares of common stock of the Company (the "**Common Stock**") have been exercised or converted, as applicable, in full, provided that any such options, warrants, convertible securities or instruments or other rights are then vested or exercisable or convertible in accordance with their terms.

(b) "**Conversion Price**" shall mean (subject to adjustment under Section 5.3) the *lesser* of the (i) price per share of Common Stock sold in the Private Placement, discounted by 20%, and (ii) the price per share of Common Stock based on a pre-money Company valuation of \$50 million on a Fully Diluted Basis.

(c) **“Gross Revenues”** means all of the Borrower’s cash receipts, from all sales of any kind, including prepaid licenses, less returns or shipping, and without any deduction or offset of any other kind, as recorded on its financial statements.

(d) **“Fundamental Change”** means (a) the sale, lease or other disposition (in one or a series of related transactions) of all or substantially all of the Company's assets to one Person or a group of Persons acting in concert, under circumstances in which the holders of the share capital of the Company immediately prior to such transaction do not beneficially own more than a majority in voting power of the outstanding share capital of the acquiring Person(s) immediately following such transaction (b) the sale, exchange or transfer, in one or a series of related transactions, of a majority of the outstanding share capital of the Company to one Person or a group of Persons acting in concert, under circumstances in which the holders of the share capital of the Company immediately prior to such transaction do not beneficially own more than a majority in voting power of the outstanding share capital of the Person(s) acquiring the share capital of the Company following such transaction, or (c) a merger, consolidation, amalgamation, recapitalization, reclassification, reorganization or similar business combination transaction involving the Company under circumstances in which holders of the share capital of the Company immediately prior to such transaction do not beneficially own more than a majority in voting power of the outstanding share capital of the Company, or the surviving or resulting corporation or acquirer, as the case may be, immediately following such transaction.

(e) **“IPO Conversion Price”** shall mean (subject to adjustment under Section 5.3) the *lesser* of the (i) price per share of Common Stock sold in the Qualified Public Offering, discounted by 20%, and (ii) price per share of Common Stock based on a pre money Company valuation of \$50 million on a Fully Diluted Basis.

(f) **“Lenders”** means all of the purchasers of Notes in the offering of which this Note is a part.

(g) **“Note”** means this Note. **“Notes”** means all of the Notes issued in the offering of which this Note is a part.

(h) **“Private Placement”** means the first financing transaction after the issuance of the Note to Lender in which the Company receives gross proceeds of at least \$150,000 through the private placement or sale of shares of Common Stock of the Company, excluding the sale of shares to employees, the exercise of options and warrants existing as of this date and the issuance (sale) of options and warrants.

(i) **“Pro-Rata Share”** or a Lender’s “ratable interest” or the like shall be deemed to refer, at any time, to a fraction, the numerator of which is the initial amount of the Notes issued to such Lender, and the denominator of which is the total amount of the Notes issued in this offering.

(j) **“Qualified Public Offering (IPO)”** shall mean an initial public offering or other transaction which results in the Company becoming a reporting Company pursuant to the Securities Exchange Act of 1934, as amended, such as a reverse merger, provided the Company raises gross proceeds of at least \$15,000,000.

(k) “**Repayment Amount**” means amount that is 1.5 the amount of the Loan.

(l) “**Revenue Percentage**” means 6%. All Lenders in the offering who invest the same amount will receive the same Revenue Percentage based on the amount of their Loans.

2. **Basic Terms.**

(a) **Group of Revenue Loans.** This Loan is issued as part of a group of identical loans issued to a number of investors in the offering.

(b) **When Paid in Full.** The loan will be considered paid in full and this agreement will terminate when the Borrower has paid the Lender the Repayment Amount.

(c) **Interest Rate.** The interest rate on this Loan is a function of the time it takes the Borrower to repay the Repayment Amount. To the extent allowed under applicable law, the revenue share will not be considered interest under state usury laws.

(d) **Maturity.** Notwithstanding anything else herein the Repayment Amount (to the extent unpaid and not otherwise converted pursuant to section 5.2(a)) is due and payable in full on the tenth anniversary of the Date of Loan.

3. **Payments.**

(a) **Quarterly Payments.** On each of June 30, September 30, December 31st and March 31st (each a “**Measurement Period**”), Borrower shall make payments to the Lender until the Repayment Amount is repaid in full.

(b) **Amount of Each Payment.** The amount of each payment shall be the product of the Revenue Percentage and the Gross Revenues from the Measurement Period ended immediately prior to the payment date (the “**Payment**”).

(c) **Timing of Payment.** The Borrower will make the payment to the Lender hereunder (or cause the payments to be made through an agent) within forty five (45) days of the end of each Measurement Period.

(d) **Order of Application of Payments.** All Payments under this Agreement shall be applied first to interest and then to principal.

(e) **Place of Payment.** All amounts payable hereunder shall be payable by check sent to address of Lender or by wire or electronic transfer to bank account of Lender, as specified in writing by Lender.

(f) **Pro Rata Payments.** Each Payment will be divided pro rata among all of the Lenders.

4. **Prepayment.** The Borrower may pay off all of the Loans in their entirety at any time by paying the Lenders any unpaid part of the Repayment Amount for all of the Loans. The Borrower may make partial prepayments, provided that all partial prepayments shall be made pro rata among all of the Lenders based on the amount of their Loans to the Borrower.

5. **Warrants.**

5.1 Upon the earlier of closing of the Private Placement, an IPO or a Fundamental Change, the Company shall issue to Lender penny warrants, in form attached hereto as Annex 1, for the purchase of Common Stock in an amount equal to the principal amount of Loan (notwithstanding any repayment, in whole or in part, of the Loan) divided by the Conversion Price or in the event of an IPO, the IPO Conversion Price.

5.2 (a) **Mandatory Conversion.** Notwithstanding anything herein to the contrary, the Company may at any time on or after a Qualified Public Offering deliver a notice to the Lender (a "**Mandatory Conversion Notice**" and the date such notice is received by the Lender, the "**Mandatory Conversion Notice Date**") to cause the Lender to immediately convert any unpaid Repayment Amount as of such date into Common Stock at the IPO Conversion Price (a "**Mandatory Conversion**").

(b) The Lender acknowledges that the Common Stock received pursuant to the Mandatory Conversion will be subject to lock-up provisions contained herein. The Lender agrees not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of such Common Stock without the approval of the Company for a period of six months commencing upon the closing of the Company's initial public offering. Lender agrees to provide to the Company underwriters of any public offering such further agreements as such underwriter may reasonably request in connection with this lock-up agreement.

Each certificate for the Common Stock shall contain a legend on the face thereof, in substantially the following form:

"THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NO SALE OR DISPOSITION MAY BE EFFECTED WITHOUT (i) EFFECTIVE REGISTRATION STATEMENTS RELATED THERETO, (ii) AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATIONS ARE NOT REQUIRED, (iii) RECEIPT OF NO-ACTION LETTERS FROM THE APPROPRIATE GOVERNMENTAL AUTHORITIES.

THE SECURITIES EVIDENCED ARE SUBJECT TO A LOCKUP AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED DURING THE TERM OF THE LOCKUP."

5.3 **Adjustment of Conversion Price.** The Conversion Price and IPO Conversion Price shall be subject to adjustment from time to time as follows:

(a) **Adjustments for Stock Splits and Combinations.** If the Company shall at any time or from time to time after the Date of the Loan, effect a stock split of the outstanding Common Stock, the applicable Conversion Price in effect immediately prior to the stock split shall be proportionately decreased. If the Lender shall at any time or from time to time after the Date of the Loan, combine the outstanding shares of Common Stock, the applicable Conversion Price in effect immediately prior to the combination shall be proportionately increased. Any adjustments under this Section 5.3(a) shall be effective at the close of business on the date the stock split or combination occurs.

(b) **Adjustments for Certain Dividends and Distributions.** If the Lender shall at any time or from time to time after the Date of the Loan, make or issue or set a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in shares of Common Stock, then, and in each event, the applicable Conversion Price in effect immediately prior to such event shall be decreased as of the time of such issuance or, in the event such record date shall have been fixed, as of the close of business on such record date, by multiplying, the applicable Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

(c) **Adjustments for Reclassification, Exchange or Substitution.** If the Common Stock issuable upon conversion of this Note at any time or from time to time after the Date of Loan shall be changed to the same or different number of shares of any class or classes of stock, whether by reclassification, exchange, substitution or otherwise (other than by way of a stock split or combination of shares or stock dividends provided for in Sections 5.3(a), or a reorganization, merger, consolidation, or sale of assets provided for in Section 5.3(d)), then, and in each event, an appropriate revision to the Conversion Price shall be made and provisions shall be made (by adjustments of the Conversion Price or otherwise) so that the Lender shall have the right thereafter to convert this Note into the kind and amount of shares of stock and other securities receivable upon reclassification, exchange, substitution or other change, by holders of the number of shares of Common Stock into which such Note might have been converted immediately prior to such reclassification, exchange, substitution or other change, all subject to further adjustment as provided herein.

(e) **Adjustments for Reorganization, Merger, Consolidation or Sales of Assets.** If at any time or from time to time after the Date of Loan there shall be a capital reorganization of the Company (other than by way of a stock split or combination of shares or stock dividends or distributions provided for in Section 5.3(a), or a reclassification, exchange or substitution of shares provided for in Section 5.3(c)), or a merger or consolidation of the Company with or into another corporation where the holders of Company outstanding voting securities prior to such merger or consolidation do not own over fifty percent (50%) of the outstanding voting securities of the merged or consolidated entity, immediately after such merger or consolidation, or the sale of all or substantially all of the Company's properties or assets to any other person (an "**Organic Change**"), then as a part of such Organic Change, an appropriate revision to the Conversion Price shall be made and provision shall be made (by adjustments of the Conversion Price or otherwise) so that the Lender shall have the right thereafter to convert such Note into the kind and amount of shares of stock and other securities or property of the Company or any successor corporation resulting from Organic Change into which such Note might have been converted immediately prior to such Organic Change.

(e) **Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of any fractional shares to which the Lender would otherwise be entitled, the Company shall pay cash equal the fair market value of a share of Common Stock as determined by the Company.

5.4 The terms and conditions of this section 5 shall survive the termination or expiration of this Agreement.

6 . **Characterization of Investment.** The parties agree that they shall treat this agreement as a loan for financial and tax and all other applicable purposes, and not as equity. The Lender agrees to comply with all applicable laws governing the making of loans to businesses in the jurisdiction in which they are resident.

7. **Default.** Each of the following events shall be an “*Event of Default*” hereunder:

(a) Borrower fails to pay any of the outstanding principal amount due under this Note on the date the same becomes due and payable or within five business days thereafter or any accrued interest or other amounts due under this Note on the date the same becomes due and payable or within five business days thereafter;

(b) Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any [corporate/limited liability company] action in furtherance of any of the foregoing; or

(c) An involuntary petition is filed against Borrower (unless such petition is dismissed or discharged within 60 days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower.

Upon the occurrence of an Event of Default hereunder, the entire unpaid amount of the Repayment Amount shall automatically be immediately due, payable and collectible by Lender pursuant to applicable law.

8. **Parity with Other Notes.** The Borrower’s repayment obligation to the Lender under this Note shall be on parity with the Borrower’s obligation to repay all Notes issued in the same offering. In the event that the Company is obligated to repay the Notes and does not have sufficient funds to repay all the Notes in full, payment shall be made to the holders of the Notes on a pro rata basis. The preceding sentence shall not, however, relieve the Company of its obligations to the Lender hereunder.

9. **Waiver.** Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses. The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law.

10. **Amendments.** Any provision of this instrument (other than the Repayment Amount) may be amended, waived or modified as follows: upon the written consent of the Borrower the holders of a majority in principal of the Loan Amounts raised in this offering.

11. **Notice.** Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within such state. THE COMPANY AND PURCHASERS WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER COMMON LAW OR STATUTORY BASES. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of New York, State of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein

13. **Successors and Assigns.** Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile. Subject to the foregoing, this instrument will be binding on the parties' successors and assigns.

14. **No Stockholder Rights.** The Lender is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Borrower for any purpose, nor will anything contained herein be construed to confer on the Lender, as such, any of the rights of a stockholder of the Borrower or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

15. **Tax Withholding.** Lender hereby authorizes the Borrower to make any withholding required by law. Lender agrees to provide to Borrower a Form W-9 or comparable form.

16 . **Not Effective Until Acceptable by Borrower** . This Agreement is not effective until the Borrower has accepted the Lender's subscription.

BORROWER:

FULL SPECTRUM INC.

Stewart Kantor, CEO

LENDER:

[_____]

By: _____

Name: _____

Title: _____

Address: _____

Email: _____
