CONVERTIBLE SECURITIES PURCHASE AGREEMENT

This Convertible Securities Purchase Agreement, dated as of_____(this "Agreement"), is entered into by and among_____("the Company"), a_____, and Attollo or its designate (the "Investor").
The parties hereby agree as follows:

1. The Convertible Securities

a. Issuance of Convertible Securities

Subject to all of the terms and conditions hereof, the Company agrees to issue and sell to the Investor and agrees to purchase, a convertible security in the form of Exhibit A hereto (the "Convertible Security") for $5,000.00 (the "Investment Amount").

b. Delivery; Use of Proceeds

The sale and purchase of the Convertible Securities shall take place at a closing (the "Closing") to be held at such place and time as the Company and the Investor may determine (the "Closing Date"). At the Closing, the Company will deliver to the Investor the Convertible Security to be purchased by such Investor, against receipt by the Company the Investment Amount. The proceeds of the Convertible Securities shall be used for general corporate purposes.

2. Representation and Warranties of the Company

The Company represents and warrants to the Investor that:

a. Due Incorporation, Qualification.

The Company is a corporation duly organized, but not an "S-Corporation," validly existing and in good standing under the laws and licensure of its jurisdiction of organization. Each Transaction Document executed by the Company has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

b. Litigation

No actions (including, without limitation, derivative actions), suits, proceedings or investigations (formal or informal) are pending or, to the knowledge of the Company, threatened in writing against the Company or the Company's subsidiaries, if any, at law or in equity in any court or before any other governmental authority.

c. Intellectual Property

The Company and the Company's subsidiaries, if any, own or possess sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as proposed to be conducted, without any conflict with, or infringement of, the rights of others. Each employee of the Company has executed a confidential information and invention assignment agreement in favor of the Company. Each consultant to the Company that has had access to the Company's intellectual property has entered into an agreement containing appropriate confidentiality and invention assignment provisions in favor of the Company.

d. *Capitalization*

As of the date of this Agreement, the company has _____ of authorized and _____ of outstanding capital stock of the Company. Moreover there is only a single class of stock of the Company.

3. Representations and Warranties of the Investor

The Investor represents and warrants to the Company upon the acquisition of a Convertible Security as follows:

a. Legal Capacity

The Investor has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. Securities Law Compliance

The Investor has been advised that the Convertible Securities and the underlying securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Investor has not been formed solely for the purpose of making this investment and is purchasing the Convertible Securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of the investment for an indefinite period of time. Such Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act.

c. Inspection of Books & Financials

The Company agrees to provide access to books and financial records within a reasonable amount of time upon the request of the Investor.

4. Conditions to Closing

The Investor's obligations at the Closing are subject to the fulfillment, on or prior to the Closing Date of all of the following conditions:

a. Representations and Warranties

The representations and warranties made by the Company in Section 2 hereof shall have been true and correct when made, and shall be true and correct on the Closing Date or applicable Additional Closing Date.

b. Governmental Approvals and Filings

The Company shall have obtained all governmental approvals, if any are required in connection with the lawful sale and issuance of the Convertible Securities.

5. Miscellaneous

a. Waivers; Amendments

Any provision of this Agreement and the Convertible Securities may be amended, waived or modified only upon the written consent of the Company and the Investor.

b. Governing Law

This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law provisions of the State of Illinois or of any other state.

c. Survival

The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

d. Successors and Assignees

Subject to the restrictions on transfer described in Section 6(g) below, the rights and obligations of the Company and the Investor shall be binding upon and benefit the successors, assignees, heirs, administrators and transferees of the parties.

d. Assignment by the Company

The rights, interests or obligations hereunder may not be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Investor.

e. Entire Agreement

This Agreement together with the other Transaction Documents constitute and contain the entire agreement among the Company and the Investor and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

f. Notices

All notices, demands, consents, or other communications hereunder shall be in writing and, mailed or delivered to each party as follows:

- if to the Investor, c/o Kenneth Zika at 2319 W. Chandler Ct. Peoria Il. 61615 or such address the Investor shall have furnished to the Company in writing.
- if to the Company, at such address set forth hereto, or at such other address as the Company shall have furnished to the Investors in writing.

Signatures:

_____	_____
Attollo by Steve Zika,	_____by _____,
its Member	its _____
_____	_____
(date)	(date)

Exhibit A

THIS CONVERTIBLE SECURITY AND ANY SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "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.

CONVERTIBLE SECURITY FOR VALUE RECEIVED,
_____ (the "Company"), hereby issues to Attollo, LLC (the "Holder") this Convertible Security issued pursuant to the Company's CONVERTIBLE SECURITIES PURCHASE AGREEMENT, dated, _____ (the "Purchase Agreement").

1. In the event of a Qualified Equity Financing or a Change of Control (both as defined below), the Investment Amount ($5,000) divided by .80 shall become the Amount ($6,250) that is converted into fully paid shares of the Company's common Stock at the price per share realized in the Qualified Equity Financing or the Change of Control event.
    a. "Change of Control" shall mean:
        i. any "person" or "group" (within the meaning of Section 13(d) and 14(d)of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Board of Directors;
        ii. any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity; or
        iii. a sale, lease or other disposition of all or substantially all of the assets of the Company.
    b. "Qualified Equity Financing" means a transaction or series of transactions pursuant to which Company issues and sells shares of its Preferred Stock for aggregate gross proceeds of at least $25,000.00 with the principal purpose of raising capital.

2. In the event that neither a Change of Control or a Qualified Equity Financing event has not occurred for an Extended Time (defined below), the Investment Amount shall be converted into fully paid shares of the Company's common Stock as follows: The number of shares shall be the number necessary for the Holder to own a percentage in the Company equal to $10,000 (twice the Investment Amount)

divided by the Calculated Valuation of the Company (defined below).

a. "Extended Time" shall mean two full fiscal years have passed beyond the year of the signing of the Convertible Securities Agreement.
b. "Calculated Valuation of the Company" shall mean a valuation equal to the greater of five (5) times the Profit before Tax or the Sales for the latest fiscal year. Profit before Tax and Sales shall be determined in accordance with Generally Accepted Accounting Principles.

3. No delay or omission on the part of the Holder in exercising any right under this Convertible Security shall operate as a waiver of such right or of any other right of the Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion.

4. This Convertible Security may not be assigned, by operation of law or otherwise, by the Company without the prior written consent of the Holder.

5. Upon the conversion of this Convertible Security, one or more certificates for the number of shares in which the Holder is entitled to receive pursuant to this Convertible Security shall be issued by the Company as soon as practicable after such conversion. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Convertible Security, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the price per share of the Company's capital stock in which the Investment Amount converts pursuant to this Convertible Security, as reasonably determined by the Company's Board of Directors on the date of such conversion.
6. All rights and obligations hereunder shall be governed by the laws of the State of Illinois, without regard to the conflicts of law provisions of the State of Illinois or any other state or commonwealth.

Signatures:

_____	_____
Attollo by Steve Zika, its Member	_____ by_____ its _____
_____ (date)	_____ (date)