AIT BIOSCIENCE, LLC
7840 Innovation Boulevard
Indianapolis, Indiana 46278

CONVERTIBLE PROMISSORY NOTE

Dated as of May ___, 2014 (the "Issuance Date")

Indiana Economic Development Corporation
c/o Indiana Twenty-First Century Research and Technology Fund
One North Capitol, Suite 700
Indianapolis, Indiana 46204

Re: Note Purchase Agreement

Ladies and Gentlemen:

AIT Bioscience, LLC, an Indiana limited liability company (the "Borrower"), agrees with the Indiana Economic Development Corporation, for and on behalf of the Indiana Twenty-First Century Research and Technology Fund, as the purchaser hereunder (the "Lender"), as follows:

1. AUTHORIZATION OF NOTE.

Borrower has authorized the issue and sale to Lender of Borrower's Convertible Promissory Note, in the principal amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00), dated as of the Issuance Date (the "Note"). The Note shall be substantially in the form set forth on Exhibit A hereto. Certain capitalized terms used in this Agreement are defined in Section 8 hereof.

2. SALE AND PURCHASE OF NOTE; FUNDING; ETC.

2.1. Sale and Purchase of Note.

Subject to the terms and conditions of this Agreement, Borrower agrees to issue and sell the Note to Lender, and Lender agrees to purchase the Note from Borrower, for a purchase price of Five Hundred Thousand and 00/100 Dollars ($500,000.00) (the "Purchase Price").

2.2. Funding.

Subject to Borrower's satisfaction of the requirements set forth in Section 3 hereof, Lender shall advance to Borrower the Purchase Price as soon as reasonably practicable following the issuance and delivery of the Note by Borrower to Lender. Lender will deliver the Purchase

Price to Borrower by wire or ACH transfer of immediately available funds to an account of Borrower to be designated to Lender on or prior to the Issuance Date.

2.3. Use of Proceeds.

The Purchase Price proceeds shall be used by Borrower for working capital and general corporate purposes consistent with the Annual Budget; provided, however, no such proceeds shall be used to repay Indebtedness of Borrower, without the prior written consent of Lender. For purposes of this Agreement, "Indebtedness" shall mean any and all (1) obligations to repay borrowed money, direct or indirect, incurred, assumed, or guaranteed, (2) obligations for the deferred purchase price of capital assets, excluding trade payables, (3) obligations under conditional sales or other title retention agreements, and (4) lease obligations which have been or should be capitalized on the books of the Borrower.

3. CONDITIONS TO FUNDING.

Lender's obligations to purchase the Note and advance the Purchase Price as provided herein are subject to the fulfillment to Lender's satisfaction, at or prior to the Issuance Date, of the following conditions:

3.1. Compliance.

The representations and warranties of Borrower in this Agreement shall be true and correct as of the Issuance Date; Borrower shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by Borrower on or prior to the Issuance Date; and no Event of Default shall have occurred under the Note.

3.2. Officer's Certificates.

(a) Compliance Certificate. Borrower shall have delivered to Lender a certificate signed by a senior executive officer, dated the Issuance Date, certifying that the conditions specified in Section 3.1 have been fulfilled.

(b) Officer's Certificate. Borrower shall have delivered to Lender a certificate certifying as to its constituent charter documents, the resolutions attached thereto and other company proceedings relating to the authorization, execution and delivery of this Agreement, the Note and the transactions contemplated hereby and thereby.

3.3. Required Consents.

All consents, approvals or authorizations of, or registrations, filings or declarations with, any Governmental Authority or other Person required in connection with the execution, delivery or performance of this Agreement shall have been obtained or made, with the exception of any filings required under federal or state securities laws, which filings shall be made promptly after the Issuance Date.

3.4. No Actions or Proceedings.

No suit, action or proceeding shall have been instituted or threatened before any court or other Governmental Authority to enjoin, restrain or prohibit, or to obtain damages in respect of, this Agreement or the consummation of the transactions contemplated hereby or which, in Lender's judgment, would impose material restrictions or risks upon Borrower or Lender if such transactions are consummated.

3.5. No Material Adverse Change.

At the Issuance Date, no event or circumstance shall have occurred or exist which has had or is reasonably likely to have a Material Adverse Effect.

3.6. Proceedings and Documents.

All corporate and other proceedings required in connection with the transactions contemplated by this Agreement and the Related Agreements shall have been taken, all documents and instruments incident to such transactions shall be in form and substance reasonably satisfactory to Lender and its counsel, and Lender and its counsel shall have received all counterpart originals or certified or other copies of such documents as Lender or its counsel may reasonably request.

3.7. Co-Investment Funds.

Pursuant to and in accordance with the terms of the AIT Bioscience, LLC Term Sheet, a copy of which is attached hereto as Exhibit B, Borrower shall have raised capital in the aggregate amount of [redacted] through the sale and issuance of its Units at a purchase price of [redacted] The term "Units" as referred to herein shall have the meaning ascribed to it in Borrower's Amended and Restated Operating Agreement, [redacted] (the "Operating Agreement").

3.8. Fulfilling State Conditions.

Borrower acknowledges that Lender is a body corporate and politic of the State of Indiana and that all disbursements must abide by the requirements of the Indiana State Budget Agency and the Indiana State Auditor's Office and that Lender may not disburse funds under this Agreement unless Borrower meets the State guidelines applicable to such requests.

Further, the parties agree that if the Director of the Indiana State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support this Agreement, Borrower is entitled to no disbursements under this Agreement. A determination by the Budget Director that funds are not appropriated or otherwise available to support performance of this Agreement shall be final and conclusive. In the event the Director of the Indiana State Budget Agency makes such a written determination prior to the advancement of the Purchase Price to Borrower, Borrower is not obligated to the terms and conditions of this Agreement or the Note.

4. REPRESENTATIONS AND WARRANTIES OF BORROWER.

Borrower hereby represents and warrants to Lender that:

4.1. Organization; Power and Authority.

Borrower is duly organized and validly existing under the laws of Indiana and is duly qualified and in good standing in each other jurisdiction in which the failure to so qualify would have a Material Adverse Effect. Borrower has all requisite power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts, to execute and deliver this Agreement, the Note and each other agreement, certificate or other document to be executed and delivered by Borrower in connection with the transactions contemplated hereby (collectively, the "Related Agreements"), to issue and sell the Note and otherwise to perform the provisions hereof and thereof. Borrower has delivered or made available to Lender true and complete copies of its articles of organization and operating agreement, each as amended and/or restated and in full force and effect on the Issuance Date. Borrower has no Subsidiaries or investments in any other Person.

4.2. Authorization; Etc.

Each of this Agreement, the Related Agreements and the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of Borrower and constitutes (or in the case of the Related Agreements, at the Issuance Date will constitute) a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability now or hereafter in effect relating to or affecting creditors' rights and to general equity principles.

4.3. Compliance with Laws, Other Instruments, Etc.

The execution, delivery and performance by Borrower of this Agreement and the Related Agreements will not (a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of Borrower under, any of Borrower's charter documents or any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other agreement or instrument to which Borrower or any of its properties is bound or subject, (b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to Borrower or (c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to Borrower, the result of any of which would have a Material Adverse Effect.

4.4. Governmental Authorizations; Etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by Borrower of this Agreement or any of the Related Agreements, or the issuance and sale of the Note, except such as have been duly and validly obtained or filed, or

with respect to any filings that must be made after the Issuance Date, as will be filed in a timely manner.

4.5. Capitalization; Valid Issuance.

[redacted]

(c) Upon any conversion of the Note into Equity Securities as provided for in the Note, such Equity Securities will be duly authorized, validly issued, fully paid and nonassessable.

4.6. Related Party Arrangements.

Except for employment relationships, the payment of compensation and benefits in the ordinary course of business, grants of Equity Securities as described on Schedule 4.5 or as otherwise described on Schedule 4.6, no current or former director, manager, officer or employee of Borrower, or any Affiliate of Borrower or of any such director, manager, officer or employee, is a party to any agreement, arrangement, contract or other commitment to which Borrower is a party or by which any of its properties or assets is bound, or has a Material interest in any of the assets, properties or rights owned by, used in or pertaining to the business of Borrower.

4.7. Financial Statements; Absence of Certain Changes.

(a) Borrower has delivered or made available to Lender copies of its unaudited financial statements for the year ended December 31, 2013. Such financial statements (including in each case the related schedules and notes) fairly present in all Material respects the financial

position of Borrower as of such date and the results of its operations and cash flows for the period covered thereby and have been prepared in accordance with GAAP consistently applied throughout the period involved except as set forth in the notes thereto. Except as disclosed or reflected in the above-referenced financial statements, there are no obligations or liabilities, whether or not accrued, contingent or otherwise, or any facts or circumstances of which the management of Borrower is aware, that could result in any obligations or liabilities of Borrower that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

(b) Since the date of the balance sheet included in the financial statements referred to above, Borrower has conducted its business only in, and has not engaged in any Material transaction other than according to, the ordinary and usual course of such business and there has not been (a) any declaration, setting aside or payment of any dividend or other distribution in respect of the Equity Securities of Borrower; (b) any sale, lease, license, pledge, mortgage or other transfer or disposition of any Material properties or assets of Borrower; (c) any incurrence by Borrower of any indebtedness or any Material obligations or liabilities of Borrower, whether or not accrued, contingent or otherwise; (d) any Material capital expenditure or other commitment for additions to property, plant or equipment by Borrower; (e) any increase in the compensation payable or which could become payable by Borrower to its officers or key employees; or (f) any change by Borrower in accounting principles, practices or methods.

4.8. Existing Debt and Liens.

Except as set forth on Schedule 4.8, (a) Borrower has no outstanding debt for borrowed money; (b) none of Borrower's property (excluding the Company's leased offices and certain leased laboratory instruments and equipment), whether now owned or hereafter acquired, is subject to any Lien, and (c) Borrower has not agreed or consented to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to any Lien. Borrower is not in default and no waiver of default is currently in effect, in the payment of any principal or interest on any debt of Borrower and no event or condition exists with respect to any debt of Borrower that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such debt to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

4.9. Litigation; Observance of Agreements, Statutes and Orders; Permits.

(a) There are no actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against Borrower or any property of Borrower in any court or before or by any Governmental Authority.

(b) Borrower is not in default under any term of any agreement or instrument to which it is a party or by which it is bound, or any order, judgment, decree or ruling of any court or Governmental Authority, or in violation of any applicable law, ordinance, rule or regulation of any Governmental Authority, in each case, to the extent that any of the foregoing would have a Material Adverse Effect.

(c) Borrower owns or possesses all licenses, permits, franchises and other authorizations from Governmental Authorities required by all applicable laws, ordinances, rules and regulations, necessary for the operation of its business.

4.10. Taxes.

Borrower has filed all tax returns that are required to have been filed in any jurisdiction, and has paid all taxes shown to be due and payable on such returns and all other taxes and assessments levied upon it or its properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments the nonpayment of which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

4.11. Debarment.

Borrower certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer or manager of Borrower. Borrower certifies that it has verified the suspension and debarment status for it and its principals and acknowledges that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Borrower shall immediately notify Lender if it becomes aware of any of its principal's debarment or suspension, and shall consent, at Lender's request, to the termination of this Agreement and repayment of the Note.

4.12. Title to Property; Leases and Licenses.

Borrower has good and sufficient title or rights to use its properties that individually or in the aggregate are Material, including all such properties reflected in its most recent balance sheet delivered to Lender (except as sold or otherwise disposed of in the ordinary course of business since that date). All leases or licenses that individually or in the aggregate are Material are valid and subsisting and are in full force and effect in all Material respects.

4.13. Intellectual Property.

Schedule 4.13 sets forth a true and complete list of all of Borrower's registered or issued Intellectual Property and all related licenses, sublicenses and other written agreements relating to the Intellectual Property to which Borrower is a party, including the identity of all parties thereto. Except as specifically disclosed on Schedule 4.13:

(a) Borrower owns or has a valid and legal right to use all of the Intellectual Property, all of which is sufficient to conduct the business of Borrower in the manner currently being conducted and proposed to be conducted. Borrower has delivered to Lender true and complete copies of all license agreements and any other agreements of any nature relating to the Intellectual Property, each as amended and in full force and effect on the date hereof, all of

which are listed on Schedule 4.13. Neither Borrower nor, to the knowledge of Borrower, any other party thereto is in default under any term of any of such agreements.

(b) Borrower is not obligated to pay to any Person any fee, royalty or other payment as a result of Borrower's use of the Intellectual Property.

(c) Borrower's ownership or use of the Intellectual Property does not, to the knowledge of Borrower, infringe any intellectual property rights or other proprietary rights of any other Person, and Borrower has not received any notice from any Person that Borrower's ownership or use of any Intellectual Property infringes on any trademark, service mark, trade name, invention, patent, trade secret, copyright, domain name, know-how or any other type of proprietary intellectual property right of any other Person.

(d) To the knowledge of Borrower, no Person is infringing on, and there are no facts that a reasonable person would conclude provide a valid basis for any such claim that any Person is infringing on, any of the Intellectual Property.

(e) No Intellectual Property owned by Borrower is subject to any outstanding agreement, stipulation or order restricting the use thereof by Borrower or restricting the licensing thereof by Borrower to any Person.

(f) All developers, creators, inventors and authors of any Intellectual Property owned by Borrower who were not employees of Borrower at the time of the development, creation, invention or authorship of such Intellectual Property have, or their employers or prime contractors have, assigned in writing all of their rights, title and interest to such Intellectual Property to Borrower. All Intellectual Property owned by Borrower and developed, created, invented, or authored by employees of Borrower at the time of such development, creation, invention or authorship are the sole property of Borrower and no such employee has any rights, title or interest in such Intellectual Property. All employees of Borrower have executed and delivered to Borrower an agreement transferring to Borrower any Intellectual Property that is owned by Borrower which was developed, created, invented or authored by such employee.

(g) Borrower has not entered into any license or other agreement pursuant to which Borrower has granted to any other Person the right to use any of the Intellectual Property.

4.14. Private Offering by Borrower.

Neither Borrower nor anyone acting on its behalf has offered the Note or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any Person other than Lender and other Persons who are "accredited investors" as defined in the Securities Act, each of which has been offered such securities at a private sale for investment. Neither Borrower nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Note to the registration requirements of Section 5 of the Securities Act.

4.15. Disclosures.

The representations, warranties and other information regarding Borrower set forth in this Agreement, the Related Agreements and any certificates delivered to Lender in connection with the transactions contemplated hereby, are true, accurate and complete in all Material respects, fairly describe the business and properties of Borrower and do not contain any untrue statement of a Material fact or omit to state any Material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

1. BOARD REPRESENTATION; ETC.

1.1. Board of Directors.

(a) The business and affairs of Borrower shall be managed under the direction of a Board of Directors as more particularly described in the Operating Agreement (sometimes hereinafter referred to as "Directors" in their capacity as such).

[redacted]

1.2. Regular Board Meetings.

Regular meetings of the Board of Directors shall be held on at least a quarterly basis, at such times and places as may be fixed by the Board of Directors. At least three (3) business days in advance of each regular meeting of the Board of Directors, each Director shall be provided

information with respect to the current operating results of Borrower, Borrower's performance in relation to any applicable budget of Borrower and such other information as is customarily provided to members of a board of directors of a corporation or that any Director may reasonably request.

1.3. Expenses and Compensation; Indemnification.

(a) Borrower shall pay the reasonable out-of-pocket expenses incurred by Lender Representative in connection with attending meetings of the Board of Directors or any committee thereof outside of Central Indiana, and shall pay directors' fees and/or award compensation to Lender, or its permitted assigns (in the form of cash, equity (such as additional Equity Securities), or otherwise), on behalf of such Lender Representative at the rate (if any) and in the same form payable or awarded to other members of the Board of Directors.

(b) Borrower shall indemnify, to the fullest extent permitted by law as currently in effect or as the same may hereafter be amended, Lender Representative if he or she is made or threatened to be made a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that Lender Representative or his or her testator or intestate is or was a Director of Borrower. To the fullest extent permitted by law as currently in effect or as the same may hereafter be amended, expenses incurred by any such Person in defending any such action, suit or proceeding shall be paid or reimbursed by Borrower promptly upon receipt by it of an undertaking of such Person to repay such expenses if it shall ultimately be determined that such Person is not entitled to be indemnified by Borrower. The rights provided to any Person by this subsection (b) shall be enforceable against Borrower by such Person, who shall be presumed to have relied upon it in serving or continuing to serve as a Director of Borrower. No amendment or termination of this Agreement shall impair the rights of any Person arising at any time with respect to events occurring prior to such amendment or termination.

2. COVENANTS OF BORROWER; INFORMATION AS TO BORROWER; ETC.

2.1. Covenants of Borrower.

Borrower covenants and agrees that, for so long as (i) any amounts remain outstanding under the Note or (ii) Lender, or its permitted assigns, holds any Equity Securities which are to be issued upon conversion of the Note, it will:

(a) Borrower shall use the Purchase Price proceeds only for the purposes described in Section 2.3.

(b) Borrower shall maintain its status as an "Indiana business", as such term is defined in Indiana Code § 5-22-15-20.5(b).

(c) Borrower shall promptly give Lender written notice of: (i) any Event of Default (as defined in the Note), together with a written statement of the action being taken by Borrower to remedy such Event of Default; (ii) any litigation or proceeding before any court or governmental authority which, if adversely determined, might reasonably be expected to materially and

adversely affect Borrower's operations, financial condition or ability to perform any of its obligations under this Agreement; or (iii) any changes, amendments, or modifications to existing contracts, or agreements that materially and adversely affect Borrower's operations, financial conditions or ability to perform any of its obligations under this Agreement.

(d) Borrower shall use commercially reasonable efforts to possess and maintain all material intellectual property rights necessary to the conduct of its business and own all right, title and interest in and to, or otherwise have a valid license for, all material intellectual property rights used by Borrower in the conduct of its business. Borrower shall not knowingly take any action, or fail to take any action, which would result in the invalidity, abuse, misuse or unenforceability of such intellectual property rights or which would infringe upon any rights of any one or more Persons.

(e) Borrower shall maintain insurance with financially sound and reputable insurance companies or associations in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which Borrower operates.

(f) Compliance with Laws:

(i) Borrower shall comply in all Material respects with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Borrower's acknowledgements, certifications, representations, warranties and agreements set forth in this Agreement shall in no way limit the generality of the foregoing. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by Lender and Borrower to determine whether the provisions of this Agreement require formal modification.

(ii) Borrower and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with Lender, as set forth in Indiana Code §4–2–6 *et seq.*, Indiana Code §4–2–7 *et seq.*, the regulations promulgated thereunder, Executive Order 04-08, dated April 27, 2004, Executive Order 05-12, dated January 10, 2005, and 25 Indiana Administrative Code 6, effective January 1, 2006. If Borrower, or any of its agents, are not familiar with these ethical requirements, they should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at http://www.in.gov/ethics/. If Borrower or any of its agents violate any applicable ethical standards, Lender may, in its sole discretion, terminate this Agreement immediately upon notice to Borrower. In addition, Borrower may be subject to penalties under Indiana Code § 4–2–6–12.

(iii) Borrower shall obtain and maintain all required material permits, licenses, and approvals, as well as comply with all applicable material health, safety, and environmental statutes, rules, or regulations for its operations as may be required by any Governmental Authority having jurisdiction or regulatory authority over Borrower.

(iv) Borrower agrees that Lender may confirm, at any time, that no liabilities exist to Lender (other than any obligation under the Note), and, if such liabilities are discovered, that Lender may bar Borrower from contracting with Lender and the State of Indiana in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until Borrower is current in its payments on its liability to Lender and has submitted proof of such payment to Lender.

(v) As required by Indiana Code § 5–22–3–7:

(A) Borrower, and its principals, certify that (1) Borrower, except for de minimis and nonsystematic violations, has not violated the terms of (a) Indiana Code § 24–4.7 [Telephone Solicitation Of Consumers], (b) Indiana Code § 24–5–12 [Telephone Solicitations], or (c) Indiana Code § 24–5–14 [Regulation of Automatic Dialing Machines] in the previous 365 days, even if Indiana Code § 24–4.7 is preempted by federal law; and (2) Borrower will not violate the terms of Indiana Code § 24–4.7 for the duration of this Agreement, even if Indiana Code § 24–4.7 is preempted by federal law.

(B) Borrower certifies that, except for de minimis and nonsystematic violations, neither it nor any of its affiliates or principals and agents have violated in the previous 365 days, or will violate for the duration of this Agreement, the terms of Indiana Code § 24–4.7, even if Indiana Code § 24–4.7 is preempted by federal law.

(g) Conflict of Interest:

(i) As used in this section:

"Immediate Family" means the spouse and the unemancipated children of an individual.

"Interested Party," means:

(A) The individual executing this Agreement on behalf of Borrower;

(B) An individual who has an interest of one percent (1%) or more of Borrower, if Borrower is not an individual; or

(C) Any member of the Immediate Family of an individual specified under the foregoing subdivision (A) or (B).

"Commission" means the Indiana State Ethics Commission.

(ii) Lender may cancel this Agreement without recourse by Borrower if any Interested Party is an employee of Lender.

(iii) Lender will not exercise its right of cancellation under subpart (ii), immediately above, if Borrower gives Lender an opinion by the Commission indicating that the existence of this Agreement and the employment by Lender of the Interested Party does not violate any statute or rule relating to ethical conduct of Lender employees. Lender may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section suggesting a violation of any statute or rule relating to ethical conduct.

(iv) Borrower has an affirmative obligation under this Agreement to disclose to Lender when an Interested Party is or becomes an employee of Lender. The obligation under this section extends only to those facts that Borrower knows or reasonably could know.

(h) Drug-Free Workplace Certification:

Borrower hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Borrower will give written notice to Lender within ten (10) days after receiving actual notice that Borrower or an employee of Borrower has been convicted of a criminal drug violation occurring in Borrower's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of loan payments, termination of the Loan and/or debarment of loan and contract opportunities with Lender for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of $25,000.00, Borrower hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

> This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all loans with and loans from Lender in excess of $25,000.00. No loan, the total amount of which exceeds $25,000.00, shall be made or be valid unless and until this certification has been fully executed by Borrower and made a part of the loan or loan agreement.
>
> Borrower certifies and agrees that it will provide a drug-free workplace by:

(i) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Borrower's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(ii) Informing its employees of (a) the dangers of drug abuse in the workplace; (b) Borrower's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that

may be imposed upon an employee for drug abuse violations occurring in the workplace;

(iii) Notifying all employees in the statement required by subparagraph (i) above that as a condition of continued employment the employee will (a) abide by the terms of the statement; and (b) notify Borrower in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(iv) Notifying in writing Lender within ten (10) calendar days after receiving notice from an employee under subdivision (iii)(b) above or otherwise receiving actual notice of such conviction. Notification must include the loan identifier number for each affected loan;

(v) Within thirty (30) days after receiving notice under subdivision (iii)(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(vi) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of subparagraphs (i) through (v) above.

(i) Pursuant to Indiana Code § 22–9–1–10, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Civil Rights Act of 1964, Borrower shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, religion, sex, disability, national origin or ancestry. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran. Breach of one or both of these covenants may be regarded as a material breach of this Agreement.

(j) Borrower shall indemnify, defend, and hold harmless Lender and the State of Indiana and their respective agents, officers, employees and representatives from all claims and suits for damages or loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees and representatives of Borrower or its contractors, and from all judgments recovered therefor and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of Borrower or its grantees, contractors, agents, officers or employees in connection with performance of this Agreement. Lender shall not provide such indemnity to Borrower.

(k) Borrower shall promptly cure, and ratify the cure of, any defects in the creation, issuance, and delivery of this Agreement and the Related Agreements. Borrower, at its expense, will execute (or cause to be executed) and deliver to Lender upon reasonable request all such other and further documents, agreements, and instruments in compliance with or accomplishment of any covenant or agreement of Borrower in this Agreement or the Related Agreements, or to correct any omissions therein, or to state more fully the obligations and agreements set out therein, or to perfect, protect, or preserve any encumbrances intended to be created pursuant thereto, or to make any recordings, to file any notices, or to obtain any consents, all as may be reasonably necessary or appropriate in connection therewith.

2.2. Financial and Business Information.

For so long as (i) any amounts remain outstanding under the Note or (ii) Lender, or its permitted assigns, holds any Equity Securities which are to be issued upon conversion of the Note, Borrower shall deliver to Lender:

(a) Monthly Statements. As soon as available, but in any event not later than 30 days after the end of each month, the unaudited balance sheet, income statement and statement of cashflows of Borrower for such month and for the period from the beginning of the applicable fiscal year to the end of such month, setting forth in each case in comparative form the figures for the comparable periods of the previous fiscal year.

(b) Quarterly Statements. As soon as available, but in any event not later than 45 days after the end of each quarter, the unaudited balance sheet, income statement and statement of cashflows of Borrower for such quarter and for the period from the beginning of the applicable fiscal year to the end of such quarter, setting forth in each case in comparative form the figures for the comparable periods of the previous fiscal year.

(c) Annual Statements. As soon as available, but in any event within 90 days after the end of each fiscal year, the unaudited (or audited or reviewed, if otherwise available) balance sheet, income statement and statement of cashflows of Borrower for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year.

(d) Reports. Concurrently with each set of quarterly and annual financial statements delivered pursuant to clauses (b) and (c) of this subsection, reports summarizing Maker's technology development, business development, and other indicators of economic impact on a form provided by Lender, as may be amended from time to time.

(e) Annual Budgets. At least 30 days prior to the beginning of each fiscal year, an annual budget of Borrower for such fiscal year presented on a monthly basis in reasonable detail, and promptly upon preparation thereof, any revisions of such budget.

(f) Notice of Material Violations. Promptly, and in any event within five business days after any officer of Borrower becomes aware thereof, written notice of the occurrence of any violation that has had or could reasonably be expected to have a Material Adverse Effect, specifying the nature and period of existence thereof and what action Borrower is taking or

proposes to take with respect thereto.

(g) Notices from Governmental Authorities. Promptly, and in any event within five business days after any officer of Borrower becomes aware thereof, copies of any notice to Borrower from any federal or state Governmental Authority relating to any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect.

(h) Notice of Material Litigation. Promptly, and in any event within five business days after any officer of Borrower becomes aware thereof, written notice of the commencement of any suit, actions or proceeding against Borrower that, if determined adversely to Borrower, could reasonably be expected to have a Material Adverse Effect.

(i) Requested Information. Subject to Section 6.3 below, with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets, properties or prospects of Borrower as Lender may from time to time reasonably request.

6.3. Inspection.

For so long as (i) any amounts remain outstanding under the Note or (ii) Lender, or its permitted assigns, holds any Equity Securities which are to be issued upon conversion of the Note, as often as may be reasonably requested, Borrower shall permit any authorized representative designated by Lender or its permitted assigns, at such party's own expense (or at Borrower's expense during the continuance of any Event of Default, as defined in the Note), to visit the offices and properties of Borrower and inspect any of Borrower's books of account, records, reports and other books and records, and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with Borrower's officers and its independent accountants, all upon at least two (2) business days' notice and at reasonable times during normal business hours; provided, however, that Borrower shall not be obligated pursuant to this Section 6.3 to provide access to any information that it reasonably considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to Borrower) or the disclosure of which would adversely affect the attorneyclient privilege between Borrower and its counsel.

3. LENDER APPROVAL OF CERTAIN MATTERS.

REDACTED

REDACTED

REDACTED

4. CERTAIN DEFINITIONS.

As used in this Agreement, the following terms have the following respective meanings:

"Affiliate" means, with respect to any Person, (a) any director, manager, officer or partner of such Person; (b) any other Person that beneficially owns, directly or indirectly, 50% or more of any class of voting or equity interests of such Person, or any interest convertible into or exchangeable or exercisable for any class of voting or equity interests of such Person;

(c) any other Person of which such Person beneficially owns, directly or indirectly, equity securities having 50% or more of any class of voting or equity interests of such other Person, or any interest convertible into or exchangeable or exercisable for any class of voting or equity interests of such other Person; and (d) any other Person controlling, controlled by or under common control with such Person where the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or equity securities or otherwise, including without limitation the ownership of any interest convertible into or exchangeable or exercisable for any class of voting or equity securities of such Person. Without limiting the foregoing, an "Affiliate" of Lender shall explicitly include Indiana 21st Century Fund, L.P., a Delaware limited partnership.

"Equity Securities" means the Units and any other equity securities, and securities convertible into or exchangeable for equity securities, of any class or series of Borrower, and any options, warrants or other rights to acquire any of the foregoing.

"Exempt Securities" means any equity securities issued or issuable to consultants, directors, managers, officers or employees of Borrower directly (if in transactions for the purposes of retaining the services of such persons and not for financing purposes) or pursuant to an option plan or agreement, or other equity incentive plan or agreement, in any such case which is approved by the Board of Directors.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States of America.

"Governmental Authority" means (a) the government of (i) the United States of America or any state or other political subdivision thereof, or (ii) any jurisdiction in which Borrower conducts all or part of its business, or which asserts jurisdiction over any properties of Borrower, or (b) any entity exercising, executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"Intellectual Property" means all trademarks, trademark rights, service marks, service mark rights, tradenames, tradename rights, copyrights, works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models, certificates of invention, designs, emblems and logos, trade secrets, manufacturing formulae, technical information, patents, patent applications, mask work registrations, franchises, franchise rights, customer and supplier lists and related identifying information together with the goodwill associated therewith, product designs, product packaging, business and product names, slogans, rights of publicity, improvements, processes, specifications, technology, methodologies, computer software (including all source code and object code), firmware, development tools, flow charts, annotations, all Web addresses, sites and domain names, all data bases and data collections and all rights therein, any other confidential and proprietary right or information, whether or not subject to statutory registration, and all related technical information, manufacturing, engineering and technical drawings, know-how and all pending applications and registrations of patents, and the right to sue for past infringement, if any, in connection with any of the foregoing, and all documents, disks, records, files and other media on which any of the

foregoing is stored, and other proprietary rights, in the case of each of the foregoing which is owned by Borrower or used or held for use by Borrower in connection with its business. In no event shall the definition of Intellectual Property include any rights to course materials or similar intellectual property obtained from authors, publishers or other third parties.

"Lien" means any mortgage, lien, pledge, charge, security interest or other encumbrance of any nature whatsoever (including in the case of liens on Equity Securities, member agreements, voting trust agreements and all similar arrangements).

"Material" means material in relation to the business, operations, affairs, financial condition, assets, properties or prospects of Borrower.

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of Borrower, (b) the ability of Borrower to perform its obligations under this Agreement or the Note, or (c) the validity or enforceability of this Agreement or the Note.

"Person" means an individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder, all as the same shall be in effect from time to time.

"Subsidiary" means, as to any Person, any corporation, association or other business entity in which such Person or one or more of its Subsidiaries or such Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such entity, and any partnership, limited liability company or joint venture if more than a 50% interest in the profits or capital thereof is owned by such Person or one or more of its Subsidiaries or such Person and one or more of its Subsidiaries (unless such partnership, limited liability company or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of Borrower.

"Violation" or "violation" means a material breach or material violation of, a default under, the acceleration of or the creation of any lien, pledge, security interest, claim, charge or other encumbrance of any nature whatsoever (with or without the giving of notice or the lapse of time, or both) pursuant to, any provision of any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation to which Borrower is a party or by which any of its assets or properties is bound, or any law, rule, ordinance or regulation or any judgment, decree, order, award or governmental or non-governmental permit to which Borrower is subject.

5. MISCELLANEOUS.

5.1. Further Assurances.

Each party hereto respectively will use all reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all other things necessary, proper or appropriate under applicable laws, regulations and contracts to consummate and thereafter make effective the transactions contemplated by this Agreement.

5.2. Survival; Indemnification.

(a) The representations and warranties of the Borrower contained in this Agreement shall survive the Issuance Date and the transfer by Lender of the Note for a period of eighteen (18) months from the Issuance Date, and may be relied upon by any subsequent holder of the Note (or any Equity Securities issued in respect thereof), regardless of any investigation made at any time by or on behalf of Lender or any such other holder. The covenants and agreements of the parties contained in this Agreement shall survive until such covenant or agreement has been fully performed in accordance with its terms.

(b) Borrower will indemnify and hold harmless Lender and any subsequent holder of the Note (or any securities issued in respect thereof) against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Lender or any such holder, in its capacity as such, in any way relating to or arising out of this Agreement or the transactions contemplated hereby; provided, however, that Borrower shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent that the same result from Lender's or such holder's own gross negligence or willful misconduct.

5.3. Enforcement Rights.

Borrower acknowledges and agrees that its agreements set forth in Section 5 through Section 7, inclusive, are fundamental to Lender's willingness to enter into and be bound by this Agreement. Accordingly, Borrower hereby agrees that Lender may institute and maintain any action, suit or proceeding, at law or in equity (including, without limitation, specific performance or temporary and permanent injunctive relief (without any requirement to post any bond or other security)), against Borrower to enforce, or otherwise act in respect of, the agreements of such party set forth in such Sections. Such relief shall not be exclusive, but shall be cumulative and shall be in addition to damages and any other rights or remedies otherwise available at law or in equity.

5.4. Entire Agreement, Etc.

This Agreement (including the Exhibits and Schedules attached hereto), the Operating Agreement, the Subscription Agreement and the Related Agreements (referred to herein) constitute the entire understanding and agreement between the parties and supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

5.5. Successor and Assigns.

This Agreement and the Note, and the rights and obligations hereunder and thereunder, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Borrower explicitly agrees and acknowledges that, notwithstanding anything to the contrary contained herein, the rights, but not the obligations, of Lender hereunder and under the Note may be assigned by Lender without prior notice to and without the prior approval of Borrower provided that such assignment is made to an Affiliate of Lender; provided, however, that Lender shall promptly notify Borrower following any assignment of this Agreement and the Note as described above; provided, further, that for any other assignment by Lender of its rights hereunder and under the Note, Lender must obtain the prior consent of Borrower, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lender shall not assign this Agreement or the Note to any person which is a competitor of Borrower. Borrower may not assign this Agreement or the Note, or any rights or duties hereunder or thereunder, other than by operation of law, without Lender's prior written consent.

5.6. Modification, Amendment or Termination.

The parties hereto may modify, amend or terminate this Agreement at any time, only by written agreement duly executed and delivered by each party hereto.

5.7. Severability.

If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

5.8. Notices.

All notices and correspondence pursuant to this Agreement shall be delivered to the parties hereto as follows:

If to Borrower: AIT Bioscience, LLC
Attn: [redacted]
7840 Innovation Boulevard
Indianapolis, Indiana 46204

With a copy to: AIT Bioscience, LLC
Attn: [redacted]
7840 Innovation Boulevard
Indianapolis, Indiana 46204

If to Lender: Indiana Economic Development Corporation
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, Indiana 46278

With a copy to: Indiana 21st Century Fund, L.P.
c/o Elevate Advisors, LLC
Attn: Vice President of Investments
50 East 91st Street, Suite 213
Indianapolis, Indiana 46240

5.9. Governing Law.

This Agreement and all other Related Agreements and all other matters relating to the transaction covered herein shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof, and any suit related to this Agreement, any other Related Agreement or other matters related to the transaction covered herein must be brought in Indiana and Borrower consents to personal jurisdiction in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court of the Southern District of Indiana and Borrower hereby consents to the personal jurisdiction of said courts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Note Purchase Agreement, having read and understood the foregoing terms of this Note Purchase Agreement, hereby do, by their respective authorized representatives, agree to the terms thereof.

"Borrower"

AIT BIOSCIENCE, LLC

By: _____

Printed: Michael A. Evans

Title: CEO

"Lender"

INDIANA ECONOMIC DEVELOPMENT CORPORATION

INDIANA TWENTY-FIRST CENTURY RESEARCH AND TECHNOLOGY FUND

By: _____

Printed: Eric R. Doden

Title: President

APPROVED:

STATE BUDGET AGENCY

By: _____

Printed: Brian E. Bailey

Title: Director

DISCLOSURE SCHEDULES
TO
NOTE PURCHASE AGREEMENT

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

EXHIBIT A

CONVERTIBLE PROMISSORY NOTE

THIS NOTE HAS BEEN ACQUIRED BY THE HOLDER SOLELY FOR ITS OWN ACCOUNT FOR THE PURPOSE OF INVESTMENT AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND APPLICABLE STATE SECURITIES LAWS. THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION THEREFROM.

AIT BIOSCIENCE, LLC

CONVERTIBLE PROMISSORY NOTE

500,000.00 May ____, 2014

FOR VALUE RECEIVED, the undersigned, AIT Bioscience, LLC, an Indiana limited liability company (the "Company"), hereby promises to pay to the order of the Indiana Economic Development Corporation, for and on behalf of the Indiana Twenty-First Century Research and Technology Fund, or its permitted assigns (the "Holder"), the principal amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($500,000.00) (the "Loan Amount"), to be advanced to the Company as and when indicated on the schedule of loan advances set forth on Schedule A attached hereto and made a part hereof as updated in accordance herewith (the "Loan Schedule"), together with interest on the principal amount of this Convertible Promissory Note (the "Note") outstanding from time to time until such principal amount is paid in full, at such interest rate, and at such times and upon such other terms and conditions, as are specified in this Note.

1. Note Purchase Agreement.

This Note is the Convertible Promissory Note referred to in the Note Purchase Agreement, dated as of May ____, 2014 (as amended from time to time, the "Note Purchase Agreement"), between the Company and the Indiana Economic Development Corporation, and is entitled to the benefits thereof. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note Purchase Agreement.

2. Principal and Interest; No Prepayment.

(a) Principal. The outstanding principal balance of this Note at any one time is the sum of all loan advances actually advanced to the Company by the Holder and which are listed on the Loan Schedule (each, a "Loan Installment"). The outstanding principal balance shall not

exceed the Loan Amount. Each Loan Installment will be evidenced by a written notation of Holder on the Loan Schedule and will constitute a valid and binding obligation of the Company in accordance with the terms and conditions contained herein as of the time at which such notation is made upon and following a corresponding advancement of a Loan Installment to the Company; provided, however, any evidence of the Company's receipt of a wire or ACH transfer of a Loan Installment or any other good and customary external evidence that such a Loan Installment has been advanced by Holder to the Company will be sufficient evidence and will constitute a valid and binding obligation of the Company to repay such Loan Installment to Holder pursuant to the terms of this Note.

[redacted]

(c) No Optional Prepayment. This Note may not be prepaid by the Company prior to the Maturity Date, in whole or in part, without the prior written consent of the Holder in its discretion. Any partial prepayment shall be applied first to accrued and unpaid interest and then to outstanding principal.

3. Conversion; Repayment.

REDACTED

REDACTED

4. **Sale of the Company.**

REDACTED

5. Remedies Upon Events of Default.

5.1. Events of Default Defined. Any one or more of the following shall constitute an "Event of Default" under this Note:

(a) the Company defaults in the payment of any principal or interest on this Note for more than three (3) business days after the same becomes due and payable, whether at the date fixed for payment or by declaration or otherwise; or

(b) the Company defaults in the performance of or compliance with any term contained in the Note Purchase Agreement, this Note, and/or any other Related Agreement (as defined in the Note Purchase Agreement), and such default is not remedied within fifteen (15) business days after the earlier of (i) the Chief Executive Officer obtaining actual knowledge of such default and (ii) the Company receiving written notice of such default from the Holder; or

(c) any representation or warranty made by the Company in the Note Purchase Agreement proves to have been false or incorrect in any material respect on the date as of which made; or

(d) the Company (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated or is otherwise liquidated or dissolved, or (vi) takes corporate action for the purpose of any of the foregoing; or

(e) a court or governmental authority of competent jurisdiction enters an order appointing, without consent by the Company, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up or liquidation of the Company, or any such petition shall be filed against the Company.

5.2. Rights and Remedies. Upon the occurrence of any Event of Default which shall be continuing, this Note shall become immediately due and payable upon written declaration to that effect delivered by the Holder to the Company (provided, that upon the occurrence of an Event of Default specified in Section 5.1(d) or (e), this Note shall become immediately due and payable). Upon this Note becoming due and payable under this Section 5.2, whether automatically or by declaration, this Note will forthwith mature and the entire unpaid principal amount of this Note, plus all accrued and unpaid interest thereon, shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of

which are hereby waived. The Holder's rights and remedies hereunder, or allowed to it by law or equity, shall be cumulative and may be exercised from time to time. No failure by the Holder to exercise, and no delay in exercising, any right or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or of any other right or remedy. Without limiting the foregoing, the Company shall pay to the Holder on demand such further amount as shall be sufficient to cover all costs and expenses of the Holder incurred in any enforcement or collection of this Note including, without limitation, reasonable attorneys' fees, expenses and disbursements.

6. Miscellaneous.

6.1. Form of Payments. All payments of principal of and interest on this Note shall be made in lawful money of the United States of America at the Holder's address for notices specified in or pursuant to the Note Purchase Agreement.

6.2. Payments on Non-Business Days. Whenever any payment hereunder is due on a Saturday, a Sunday or a day on which commercial banks in Indianapolis, Indiana are required or authorized to be closed, such payment shall be made on the next succeeding business day.

6.3. Notices. All notices, demands and other communications given or made pursuant hereto shall be given or made in the manner specified in or pursuant to the Note Purchase Agreement.

6.4. Certain Waivers. Except as otherwise expressly provided herein, the Company and all guarantors and endorsers of this Note, if any, hereby waive presentment, demand, protest or notice and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Note.

6.5. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof.

6.6. No Member Rights. This Note shall not entitle the Holder to any voting rights or any other rights as a member of the Company or to any other rights except the rights stated herein and those expressly set forth in the Note Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Convertible Promissory Note has been duly executed and delivered by the Company as of the date first written above.

AIT BIOSCIENCE, LLC

By _____
Michael A. Evans
CEO

Schedule A

LOAN SCHEDULE

DATE	PRINCIPAL AMOUNT OF LOAN	INTEREST ON PRINCIPAL AMOUNT	NOTATION MADE BY
	$500,000.00		

EXHIBIT B

AIT BIOSCIENCE, LLC TERM SHEET

2526606_2

REDACTED