

July 19, 2010

Caleb Hemmer
Executive Assistant to the Commissioner
State of Tennessee
Department of Economic and Community Development
312 Rosa L. Parks Avenue, 11th Floor
Nashville, TN 37243

### Caleb:

Pursuant to TNInvestco requirements, the following documentation of the Innova Fund II, LP investment in Innovative Resuscitation Technologies, Inc. is enclosed for submission to escrow. Please contact me with any questions.

Sincerely,

Charles Crawford

Senior Analyst, Innova



# FUND II, LP Escrow Submission

Serial Number

20100719.001

Description

Investment in Innovative Resuscitation Technologies, Inc. - \$40,000

## Documents Included:

1. Original signed Convertible Promissory Note for \$40,000

2. Wire transfer confirmation

3. Proof of receipt by company

Submitted by Charles Crawford on 07/19/2010

THIS CONVERTIBLE PROMISSORY NOTE (THIS "NOTE") AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, APPLICABLE STATE SECURITIES LAWS, OR APPLICABLE LAWS OF ANY FOREIGN JURISDICTION. THIS NOTE AND SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, RENOUNCED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS AND IN THE ABSENCE OF COMPLIANCE WITH APPLICABLE LAWS OF ANY FOREIGN JURISDICTION, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

#### IRT, Inc.

#### CONVERTIBLE PROMISSORY NOTE

\$40,000.00

5/20/2010 Memphis, TN

FOR VALUE RECEIVED, IRT, Inc., a TN corporation (the "Company") promises to pay to Innova Fund II, LP (the "Holder"), or its registered assigns, in lawful money of the United States of America the principal sum of \$40,000.00, or such lesser amount as shall equal the outstanding principal amount hereof, together with interest from the date of disbursement of money to the Company related to this Note on the unpaid principal balance at a rate equal to 8% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any accrued and unpaid interest and other amounts payable hereunder, shall be due and payable on the earlier of: (i) 11/30/2010 (the "Maturity Date"); (ii) the date on which such amounts are declared due and payable by the Holder upon or after the occurrence of an Event of Default (as defined below); or (iii) the closing date of a Corporate Transaction (as defined below) if not otherwise converted in accordance with Section 6(b) below.

The following is a statement of the rights of Holder and the conditions to which this Note is subject, and to which Holder, by the acceptance of this Note, agrees:

- 1. <u>Definitions</u>. As used in this Note, the following capitalized terms have the following meanings:
- (a) "Company" includes the corporation initially executing this Note and any Person which shall succeed to or assume the obligations of the Company under this Note.
  - (b) "Event of Default" has the meaning given in Section 4 hereof.

- (c) "Corporate Transaction" shall mean (i) a merger, consolidation, share exchange or similar transaction of the Company into or with another corporation where the existing shareholders of the Company immediately prior to the consummation of such transaction hold less than 50% of the outstanding shares of capital and voting stock of the surviving corporation after the consummation of such merger or consolidation, (ii) the sale, transfer, exclusive license or lease of all or substantially all of the assets of the Company, or (iii) the sale by the Company's shareholders of 20% or more of the Company's outstanding capital stock in one or more related transactions.
- (d) "**Holder**" shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the registered holder of this Note.
- (e) "Obligations" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to the Holder of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of this Note, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U. S. C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.
- (f) "Person" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.
  - (g) "Securities Act" shall mean the Securities Act of 1933, as amended.
  - 2. <u>Interest</u>. Accrued interest on this Note shall be payable at maturity.

### 3. Prepayment.

- (a) Prepayment of principal, together with accrued interest, may not be made without the Holder's consent; provided that any such prepayment will be applied first to the payment of expenses due under this Note, second to interest accrued on this Note and third, if the amount of prepayment exceeds the amount of all such expenses and accrued interest, to the payment of principal of this Note.
- (b) <u>Triggering Event</u>. Unless otherwise converted pursuant to Sections 6(a) or 6(b), upon (i) the occurrence of a Triggering Event and (ii) the written consent of the Holder, the Company shall immediately pay the Holder a total of 5 times the original principal amount plus accrued interest then outstanding under such Holder's Note. Any amounts due and owing under this Note upon a Triggering Event shall be senior to and paid prior to any payment to any equity holders of the Company in respect of their equity securities in the Company. A "Triggering Event" shall mean the closing or consummation of a Corporate Transaction.

- 4. <u>Events of Default</u>. The occurrence of any of the following shall constitute an "Event of Default" under this Note:
- (a) Failure to Pay. The Company shall fail to pay when due any principal or interest payment on the due date hereunder, and such payment shall not have been made within five (5) days of the Company's receipt of the Holder's written notice to the Company of such failure to pay; or
- (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property; (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature; (iii) make a general assignment for the benefit of its or any of its creditors; (iv) be dissolved or liquidated; (v) become insolvent (as such term may be defined or interpreted under any applicable statute); (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it; or (vii) take any action for the purpose of effecting any of the foregoing; or
- (c) <u>Involuntary Bankruptcy or Insolvency Proceedings</u>. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement.
- (d) <u>Unauthorized Use of Funds.</u> The Company agrees that the funds received from this Note shall only be used towards payment of the following, and shall not be used to pay for any prior obligations or debts of the Company:
  - (i) Animal trials at UTHSC in Memphis as specified in Exhibit A. (the "Animal Trials")
  - (ii) Payment of fees or expenses directly related to Animal Trials or the management of said trials.
- 5. Rights of Holder upon Default. Upon the occurrence or existence of an Event of Default described in Section 4(a), and at any time thereafter during the continuance of such Event of Default, the Holder may, by written notice to the Company, declare all outstanding Obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. Upon the occurrence or existence of any Event of Default described in Sections 4(b) and 4(c), immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. In

addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the Holder may exercise any other right power or remedy permitted to it by law, either by suit in equity or by action at law, or both.

### 6. Conversion.

- Automatic Conversion. In the event the Company consummates, prior to (a) the Maturity Date, an equity financing pursuant to which it sells shares of Preferred Stock (the "Preferred Stock") with an aggregate sales price of not less than \$2,000,000.00, excluding any and all notes which are converted into Preferred Stock (including this Note), and with the principal purpose of raising capital (a "Qualified Equity Financing"), then the outstanding principal amount of and all accrued but unpaid interest under this Note shall automatically convert into shares of the Preferred Stock on the same terms as the other investors that purchase the Preferred Stock in the Qualified Equity Financing. The number of shares of Preferred Stock to be issued upon such conversion shall be equal to the quotient obtained by dividing: (i) the amount of the outstanding principal amount of and all accrued but unpaid interest under this Note by (ii) (x) the purchase price per share paid for the Preferred Stock in the Qualified Equity Financing, multiplied by (y) 50%. Upon such conversion of this Note, the Holder hereby agrees to execute and deliver to the Company all transaction documents related to the Qualified Equity Financing, including a purchase agreement and other ancillary agreements, with customary representations and warranties and transfer restrictions (including a 180-day lock-up agreement in connection with an initial public offering), and having the same terms as those agreements entered into by the other purchasers of the Preferred Stock. The Holder also agrees to deliver the original of this Note (or a notice to the effect that the original Note has been lost, stolen or destroyed and an agreement acceptable to the Company whereby the Holder agrees to indemnify the Company from any loss incurred by it in connection with this Note) at the closing of the Qualified Equity Financing for cancellation; provided, however, that upon satisfaction of the conditions set forth in this Section 6(a)(i), this Note shall be deemed converted and of no further force and effect, whether or not it is delivered for cancellation as set forth in this sentence.
- (b) Optional Conversion. If no Qualified Financing takes place prior to the earlier of (i) the Maturity Date or (ii) a Corporate Transaction, then all or a portion of the outstanding principal amount of and all accrued interest under this Note shall be convertible at the option of the Holder into that number of shares of the Company's Common Stock as is determined assuming a \$360,000.00 pre-money valuation at the time of conversion (representing a 10% stock ownership). Before the Holder shall be entitled to convert this Note into shares of Common Stock under this Section 6(b), the Holder shall execute and deliver to the Company a stock purchase agreement reasonably acceptable to the Company containing customary representations and warranties and transfer restrictions (including a 180-day lock-up agreement in connection with an initial public offering). In addition, before the Holder shall be entitled to convert this Note into shares of Common Stock under this Section 6(b), it shall surrender this Note, duly endorsed, at the office of the Company and shall give written notice to the Company at its principal corporate office, of the election to convert the same pursuant to this Section, and shall state therein the amount of the unpaid principal amount of this Note to be converted and the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Company shall, as soon as practicable thereafter, issue and deliver at such office to the Holder a certificate or certificates for the number of shares of Common Stock to which

Holder shall be entitled upon conversion (bearing such legends as are required by the stock purchase agreement, and applicable state and federal securities laws in the opinion of counsel to the Company), together with a replacement Note (if any principal amount is not converted) and any other securities and property to which Holder is entitled upon such conversion under the terms of this Note, including a check payable to Holder for any cash amounts payable as described in Section 6(c). The conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of this Note, and the Person or Persons entitled to receive the shares of Common Stock upon such conversion shall be treated for all purposes as the record Holder or Holders of such shares of Common Stock as of such date.

- (c) <u>Fractional Shares; Interest; Effect of Conversion</u>. No fractional shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder an amount equal to the product obtained by multiplying the conversion price by the fraction of a share not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of any amounts specified in this Section 6(b), the Company shall be forever released from all its obligations and liabilities under this Note.
- 7. <u>Forgiveness.</u> The Holder agrees that if the results of the Animal Trials are not to the satisfaction of the Holder and the Holder has no interest in further financing the Company, the Company shall be forgiven the principal and accrued interest of this Note. In addition, any results, data or intellectual property generated during the Animal Trials shall be the property of the Company.
- 8. <u>Representations and Warranties of the Company</u>. The Company represents and warrants to the Holder that:
- (a) <u>Due Incorporation, Qualification, etc.</u> The Company: (i) is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted; and (iii) is duly qualified, licensed to do business and in good standing as a foreign corporation in each jurisdiction where the failure to be so qualified or licensed could reasonably be expected to have a material adverse effect on the assets, liabilities, condition (financial or otherwise) or business of the Company.
- (b) <u>Authority</u>. The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby: (i) are within the power of the Company; and (ii) have been duly authorized by all necessary actions on the part of the Company.
- (c) <u>Enforceability</u>. This Note has been, or will be, duly executed and delivered by the Company and constitutes, or will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

- 9. <u>Representations and Warranties of the Holder</u>. The Holder represents and warrants to the Company that:
- (a) <u>Binding Obligation</u>. The Holder has full legal capacity, power and authority to execute and deliver this Note and to perform its obligations hereunder.
- (b) Securities Law Compliance. The Holder has been advised that the Note and the underlying securities have not been registered under 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 Holder is aware that, the Company is under no obligation to effect any such registration with respect to the Note or the underlying securities or to file for or comply with any exemption from registration. The Holder has not been formed solely for the purpose of making this investment and is purchasing the Note 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. The Holder has such knowledge and experience in financial and business matters that the Holder is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time. The Holder is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act.
- (c) <u>Access to Information</u>. The Holder acknowledges that the Company has given the Holder access to the corporate records and accounts of the Company and to all information in its possession relating to the Company, has made its officers and representatives available for interview by the Holder, and has furnished the Holder with all documents and other information required for the Holder to make an informed decision with respect to the purchase of this Note.
- (d) <u>Intent.</u> The Holder's intent is to give the Company additional financial support if the Animal Studies' results are satisfactory to the Holder. This statement of intent does not in any way oblige Holder to invest more money into the Company.
  - 10. <u>Security</u>. This Note is a general unsecured obligation of the Company.
- 11. <u>No Rights or Liabilities as a Stockholder</u>. This Note does not by itself entitle the Holder to any voting rights or other rights as a stockholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a stockholder of the Company for any purpose.
- 12. <u>Waiver and Amendment</u>. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.
- 13. <u>Transfer of this Note or Securities Issuable on Conversion Hereof.</u> With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of the Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution

may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify the Holder that the Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 9 that the opinion of counsel for the Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify the Holder promptly after such determination has been made. Each Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered Holder hereof as the owner and Holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

- 14. <u>Assignment.</u> Subject to the provisions of Section 12, this Note and any rights hereunder may be assigned, conveyed or transferred, in whole or in part. The rights and obligations of the Company and the Holder under this Note shall be binding upon and benefit their respective permitted successors, assigns, heirs, administrators and transferees.
- 15. Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to each party at the respective addresses of the parties as set forth on the signature page hereto, or at such other address or facsimile number as any party may designate by giving ten (10) days' advance written notice to the other party. All such notices and communications will be deemed effectively given the earlier of: (i) when received; (ii) when delivered personally; (iii) one (1) business day after being delivered by facsimile (with receipt of appropriate confirmation); (iv) one (1) business day after being deposited with an overnight courier service of recognized standing; or (v) four (4) days after being deposited in the U.S. mail, first class with postage prepaid.
- 16. <u>Usury</u>. In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.
- 17. <u>Waivers</u>. The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.
- 18. <u>Attorneys' Fees</u>. The Company agrees to reimburse Holder for its reasonable attorneys' fees, costs and expenses incurred in enforcing or defending this Note (including fees

and expenses of appeal or review), including the exercise of any rights or remedies afforded hereunder or under applicable law.

- 19. <u>Severability</u>. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
- 20. <u>Governing Law.</u> The provisions of this Note shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware, as to matters within the scope thereof, and the internal laws of the State of Tennessee (without reference to conflict of law provisions), as to all other matters.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company and the Holder have caused this Note to be issued as of the date first written above. IRT, Inc. Name: Cuthbert Simplism mo Title: Chairman and Scientific Company Address for Notice: ACKNOWLEDGEMENT AND AGREEMENT: The undersigned Holder hereby acknowledges and agrees: (i) to be bound by the terms and conditions set forth in this Note; and (ii) that the representations and warranties set forth in Section 8 hereof are true and correct as of the date hereof. Innova Fund II, LP Jan Bouten Name: Title: Partner Holder Address for Notice: Innova Memphis, Inc. 20 South Dudley, Suite 620

Memphis, TN 38103

FIRST TENNESSEE.

Powering Your Dreams

170 07601 20879 1501 #00016 PD 06/22/2010 CD 06/22/2010 DDA Check 180905747

FIRST TENNESSEE.

FIRST TENNESSEE.

FIRST TENNESSEE.

170 07601 20879 1501 PD 06/22/2010 CD 06/ DDA Deposit \$40,000.00 181661600

FIRST TENNESSEE.

FIRST TENNESSEE.

How was your experience? ftb.com/teller



INNOVATIVE RESUSCITATION TECHNOLOGIES I 20 DUDLEY ST STE 620 MEMPHIS TN 38103-4914

FIRST TENNESSEE BANK N.A., MEMPHIS

\* P.O. BOX 84 \* MEMPHIS, TN 38101

07 ACCOUNT NUMBER 181661600 DATE 06/30/10 0 EM 44 N PAGE 1 OF 2 BALANCE OF YOUR FUNDS PREVIOUS BALANCE ----- 05/28/10 \$.00 1 DEPOSITS TOTALING \$40,000.00 **0 WITHDRAWALS TOTALING** \$.00 NEW BALANCE ----- 06/30/10 \$40,000.00 BIZESSENTIALS CHECKING ACCOUNT TRANSACTIONS FOR THE PERIOD FROM 05/29/10 THROUGH 06/30/10 AMOUNT DESCRIPTION DATE CARD # 40,000.00 06/22 DEPOSIT BIZESSENTIALS CHECKING ACCOUNT MONTHLY SUMMARY MINIMUM LEDGER BALANCE: .00 DEPOSITS: 1 ITEMS DEPOSITED: 1 WITHDRAWALS: 0 CASH DEPOSITED (EACH \$250 / FULL OR PARTIAL): 0 TRANSACTIONS COUNTED TOWARD LIMIT: 2 BIZESSENTIALS CHECKING DAILY BALANCE SUMMARY DATE BALANCE DATE BALANCE DATE BALANCE DATE BALANCE 06/22 40,000.00 \* \*ALL INQUIRIES FOR BALANCES, GENERAL INFORMATION, ACCOUNT ERRORS, ACCOUNT \* ACTIVITY, AUTOMATED TELLER MACHINE ACTIVITY AND FIRST CHECK TRANSACTIONS \* SHOULD BE DIRECTED TO (901)543-4778. \* \*TO REPORT A LOST/STOLEN FIRST CHECK CARD: CALL (901)543-4778 IMMEDIATELY \* AND FOLLOW THE VOICE PROMPTS, STARTING WITH OPTION #1. \* \*DIRECT INQUIRIES CONCERNING PREAUTHORIZED ELECTRONIC FUNDS TRANSFER TO (901)543-4778. \* \*YOU MAY MAIL INQUIRIES CONCERNING AUTOMATED TELLER MACHINE ACTIVITY, FIRST CHECK TRANSACTIONS, AND PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS TO:



INNOVATIVE RESUSCITATION TECHNOLOGIES I

07 ACCOUNT NUMBER XXXXX1600 EM 44 N DATE 06/30/10

PAGE 2 OF 2