NORTH CAROLINA

WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
12-CVS-14344

LAWRENCE PIAZZA and SALVATORE LAMPURI,

Plaintiffs,

v.

DAVID KIRKBRIDE, GREGORY BRANNON and ROBERT RICE,

Defendants.

AFFIDAVIT OF SALVATORE LAMPURI

SALVATORE LAMPURI, being first duly sworn, deposes and says as follows:

1. I am over the age of eighteen and am competent to make this affidavit. I have personal knowledge of all facts contained in this affidavit. If called to testify, my testimony would be consistent with the paragraphs below.

2. On or about May 25, 2010, while visiting his medical office for my wife's obstetrical checkup, Dr. Gregory Brannon discussed with me the possibility of me making an investment into Neogence Enterprises, Inc. ("Neogence"). At the time, Neogence was developing an augmented reality ("AR") application for mobile phones and devices named "Mirascape." Brannon informed me on that date that a Neogence sales officer had recently attended a meeting in New York at which Verizon had offered Neogence the opportunity to come back to New York at a later time to present a demo of Mirascape and that if Verizon really liked the demo, Neogence had the opportunity for Mirascape to become a featured AR application, pre-installed on all Verizon DROID smart phones.

3. In mid-July 2010, I was invited to the Neogence office to preview a demonstration of Mirascape. In attendance at the meeting were Robert Rice, David Kirkbride, and John Cummings. Cummings made the primary presentation, during which he stated that he had earlier attended a meeting in New York at an advertising firm at which Verizon executives were present and that during that meeting, a Verizon executive stated that the Mirascape technology was very exciting and if Neogence created a demo of Mirascape that wowed Verizon, Neogence would have the opportunity for Mirascape to be the featured AR application on all Verizon DROID smart phones, pre-installed on each and every phone. At the same meeting, Robert Rice and David Kirkbride stated that the Verizon opportunity was real and that they were in the process of developing the demo to present to Verizon in New York.

4. In early August 2010, I returned to the Neogence office to have my father and cousin hear the same presentation that was made to me in July 2010 by Cummings, Kirkbride, and Rice. Once again, Cummings made the primary presentation, during which he stated that he had earlier attended a meeting in New York at an advertising firm at which Verizon executives were present and that during that meeting, a Verizon executive stated that the Mirascape technology was very exciting and if Neogence created a demo of Mirascape that wowed Verizon, Neogence would have the opportunity for Mirascape to be the featured AR application on all Verizon DROID smart phones, pre-installed on each and every phone. At the same meeting, Robert Rice and David Kirkbride stated that the Verizon opportunity was real and that they were in the process of developing the demo to present to Verizon in New York.

5. I invested $100,000 into Neogence on or about September 24, 2010 in exchange for a convertible promissory note which stated on its face that my investment would later be

converted into securities reflecting my ownership in Neogence. A copy of the Convertible Note Promissory Note Purchase Agreement I executed in connection with my investment into Neogence is attached hereto as Exhibit A.

6. At no time prior to making my $100,000 investment into Neogence in September 2010 did Brannon, Rice, Kirkbride, or Cummings inform me that:

a. There was no discussion during the meeting Cummings attended in New York regarding the opportunity for Mirascape to become the featured augmented reality application on all Verizon DROID smart phones, pre-installed on each and every phone;

b. No opportunity arose from the meeting Cummings attended in New York for Mirascape to become the featured augmented reality application on all Verizon DROID smart phones, pre-installed on each and every phone;

c. The only opportunity that arose from the meeting Cummings attended in New York was for Neogence to come back to New York at a later time and show a functioning demo of Mirascape;

d. That if and when Neogence came back to New York to show a functioning demo of Mirascape, the meeting would be held at McGarry Bowen's office, not Verizon's;

e. That if and when Neogence came back to New York to show a functioning demo of Mirascape, the possibility existed that no employee from Verizon would be in attendance at that meeting; and

f. The only possible relationship between Verizon and Neogence discussed at the meeting Cummings attended in New York was the possibility of Mirascape being featured in a Verizon advertising campaign.

Further affiant sayeth not.

Salvatore Lampuri

Sworn and subscribed before
me this 4 day of November, 2013.

Notary Public

My commission expires: 1-20-14

OFFICIAL SEAL
KERI LYNN BOYD
NOTARY PUBLIC - NORTH CAROLINA
WAKE COUNTY
My Comm. Expires Jan. 20, 2014

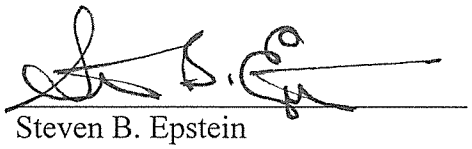
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing by hand delivery addressed to the following persons at the following address which is the last address known to me:

Mike Lee Frazier, Esq.
Law Office of Michael Lee Frazier
2510 Countrywood Road
Raleigh, NC 27615
Attorney for Robert Rice and Gregory Brannon

Mark A. Finkelstein, Esq.
Smith, Moore, Leatherwood LLP
434 Fayetteville Street, Suite 2800
Raleigh, NC 27601
Attorneys for David Kirkbride

This the 14th day of November, 2013.

By: 
Steven B. Epstein

NEOGENCE ENTERPRISES, INC.

CONVERTIBLE PROMISSORY NOTE PURCHASE AGREEMENT

This Convertible Promissory Note Purchase Agreement (the "**Agreement**") is dated effective as of September 24, 2010 (the "**Effective Date**") by and among Neogence Enterprises, Inc., a Delaware corporation (the "**Company**"), and each of the persons and entities listed on the Schedule of Purchasers attached hereto as Exhibit A and incorporated herein by reference (hereinafter collectively referred to as the "**Purchasers**" and each individually as a "**Purchaser**").

RECITALS

WHEREAS, on the terms and subject to the conditions set forth herein, the Purchasers are willing to purchase from the Company and the Company is willing to sell to the Purchasers, Convertible Promissory Notes (the "**Notes**") to be issued by the Company in the principal amounts set forth opposite each Purchaser's name on the Schedule of Purchasers attached hereto as Exhibit A; and

WHEREAS, the Purchasers desire to enter into this Agreement to acquire the Notes in exchange for making certain loans to the Company as designated on Exhibit A, and all such loans, together with all future loans and financial accommodations from the Purchasers to the Company, are referred to in this Agreement individually as a "**Loan**" and collectively as the "**Loans**."

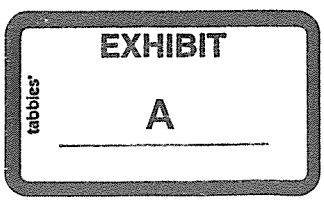
AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement mutually agree as follows.

1. Authorization and Sale of the Notes.

1.1 Issuance of Notes. In reliance upon the representations, warranties and covenants of the parties set forth herein, the Company agrees to issue, sell and deliver to the Purchasers, and the Purchasers severally agree to purchase from the Company, the Notes, up to an aggregate principal Loan amount of $1,000,000. The purchase price for the Notes shall be payable in immediately available funds.

1.2 Terms of the Note. The terms and conditions of the Notes are set forth in the form of Note attached as Exhibit B hereto. Capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit B attached hereto.



2. Closings; Delivery.

2.1 Closing. The initial closing of the purchase and sale of Notes hereunder shall take place at the offices of the Company at 1101 Haynes Street, Suite 001, Raleigh, North Carolina on the Effective Date (the "**Initial Closing**"); provided that, the Company may sell up to the remaining Notes not subscribed for at the initial closing and authorized for sale hereunder at the same price and on the same terms herein to one or more additional purchasers (including any Purchaser hereunder who wishes to purchase additional Notes) (collectively, "Additional Purchasers"), as determined in the sole discretion of the Company. Any such Additional Purchaser shall become a party to this Agreement, and shall have the rights and obligations hereunder, by executing and delivering to the Company an additional counterpart signature page to this Agreement. Any Additional Purchaser so acquiring Notes shall be considered a "Purchaser" for purposes of this Agreement, and any Notes so acquired by such Additional Purchaser shall be considered "Notes" for purposes of this Agreement. Each such sale of Notes hereunder shall be referred to hereinafter as a ("**Closing**").

2.2 Delivery. Subject to the terms of this Agreement, at each Closing, the Company will deliver to each Purchaser a Note in Purchaser's name representing the Note purchased by such Purchaser, and Purchaser will deliver to the Company by check or wire transfer, cancellation of indebtedness, or combination thereof, payment for the Note being purchased in an amount equal to the amount set forth opposite Purchaser's name on Exhibit A.

3. Representations and Warranties of the Company. The Company represents and warrants to each Purchaser as of the date of the Closing as follows.

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

3.2 Capitalization. The authorized capital stock (the "**Capital Stock**") of the Company, $0.001 par value, immediately prior to the Closing, consists of 10,000,000 shares of common stock ("**Common Stock**"), of which 9,604,921 shares are issued and outstanding. All of the issued and outstanding shares of the capital stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable. All of the issued and outstanding shares of capital stock of the Company have been offered, issued, and sold by the Company in compliance with all applicable federal and state securities laws. Except as described in the Disclosure Schedule, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock or Preferred Stock or any other securities of the Company.

3.3 Authorization. All corporate and legal action on the part of the Company, its officers and directors necessary for the execution and delivery of this Agreement, the sale and

issuance of the Notes and the performance of the Company's obligations hereunder and thereunder, have been taken.

3.4 Validity of the Notes and the Underlying Securities. The sale of the Notes and the subsequent conversion of the Notes into any securities issued upon conversion of such Note (the "**Underlying Securities**") are not and will not be subject to any preemptive rights, rights of first refusal or other preferential rights that have not been waived, and the Notes when issued, sold and delivered in accordance with the terms of this Agreement and the Underlying Securities when issued upon conversion of the Notes will be validly issued, fully paid and nonassessable and will be free of any liens or encumbrances (other than those created by the Purchaser) and free of any restrictions on transfer other than those under state and/or federal securities laws as set forth herein or in any agreement to which Purchaser becomes a party.

3.5 Compliance with Other Instruments. The Company is not in violation or default of (i) any term of its Certificate of Incorporation or Bylaws, each as amended to date, (ii) any provision of any mortgage, indenture, contract, agreement, instrument or contract to which it is party or by which it is bound or to which it or any of its respective properties or assets are subject or (iii) any judgment, decree, order, writ, statutes, rules or regulations by which it is bound or to which any of its properties or assets are subject. The execution, delivery, and performance of and compliance with this Agreement and the issuance and sale of the Notes pursuant hereto and of the Underlying Securities pursuant to the Certificate of Incorporation, will not, with or without the passage of time or giving of notice, result in any such violation, or be in conflict with or constitute a default under any such term, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. To its knowledge, the Company has avoided every condition, and has not performed any act, the occurrence of which would result in the Company's loss of any right granted under any license, distribution agreement or other agreement binding upon the Company. Immediately following the Closing, the Company shall be in compliance with the terms and provisions of this Agreement and the Notes.

3.6 Compliance with Laws; Permits. The Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties which violation would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company. No governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of this Agreement or the issuance of the Notes or the Underlying Securities, except such as have been duly and validly obtained or filed, or with respect to any filings that must be made after a Closing, as will be filed in a timely manner. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which could materially and adversely affect the business, properties or financial condition of the Company and believes it can obtain, without undue burden or expense, any similar authority for the conduct of its business as planned to be conducted. To the Company's knowledge, the Company has never entered into or been subject to any judgment, consent

decree, compliance order or administrative order with respect to any aspect of the business, affairs, properties or assets of the Company or received any request for information, notice, demand letter, administrative inquiry or formal or informal complaint or claim from any regulatory agency with respect to any aspect of the business, affairs, properties or assets of the Company.

3.7 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the Company's knowledge, currently threatened (i) against the Company or any officer or director of the Company arising out of their relationship with the Company; (ii) that questions the validity of this Agreement or the Note or the right of the Company to enter into them, or to consummate the transactions contemplated hereby; or (iii) that would reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the business, prospects, assets or condition (financial or otherwise) of the Company.

3.8 Material Liabilities. The Company has no liability or obligation, absolute or contingent (individually or in the aggregate), except (i) obligations and liabilities incurred after the date of incorporation in the ordinary course of business that are not material, individually or in the aggregate, and (ii) obligations under contracts made in the ordinary course of business that would not be required to be reflected in financial statements prepared in accordance with generally accepted accounting principles.

3.9 Intellectual Property. The Company owns or possesses sufficient legal rights to all intellectual property as used by it in connection with the Company's business, which represent all intellectual property rights necessary to the conduct of the Company's business as now conducted and as presently contemplated to be conducted. To the Company's knowledge, neither the intellectual property owned or possessed by the Company, nor any product or service marketed or sold (or proposed to be marketed or sold) by the Company, violates or will violate any license or infringes or will infringe any intellectual property rights of any third person.

4. Representations and Warranties of the Purchasers. Each Purchaser severally, but not jointly, hereby represents and warrants to the Company and to each of the other Purchasers as follows.

4.1 Investment Representations.

(a) This Agreement is made with each Purchaser in reliance upon such Purchaser's representations to the Company set forth in this Section 4, which by its acceptance hereof each Purchaser hereby confirms, that the Note to be received by it will be acquired for investment for its own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that it has no present intention of selling, granting participation in, or otherwise distributing the same. By executing this Agreement, each Purchaser further represents that it does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer or grant participations to such person, or to any third person, with respect to the Note and the Underlying Securities.

(b) Each Purchaser understands that the Note and the Underlying Securities have not been registered under the Securities Act of 1933, as amended (the "**1933 Act**") on the grounds that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act, and that the Company's reliance on such exemption is predicated in part upon the Purchaser's representations and warranties set forth in this Section 4. Each Purchaser realizes that the basis for such exemption may not be present in the event that, notwithstanding such representations and warranties, the Purchaser has in mind merely acquiring the Note for a fixed or determined period in the future, or for a market rise, or for sale if the market does not rise. The Purchaser does not have any such intentions.

(c) Each Purchaser represents that it is an accredited investor, as defined under Regulation D of the 1933 Act, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investments, and has the ability to bear the economic risks of its investments. Each Purchaser further represents that it has had the opportunity to consult with its own legal counsel with respect hereto, and has had access, during the course of the transactions and prior to its purchase of the Note, to all such information as it deemed necessary or appropriate (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) and that it has had, during the course of the transactions and prior to its purchase of the Note, the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to it or to which it had access.

(d) The Purchaser understands that the Note and the Underlying Securities may not be sold, transferred or otherwise disposed of without registration under the 1933 Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Note (or the Underlying Securities) or an available exemption from registration under the 1933 Act, the Note (and the Underlying Securities) must be held indefinitely. In particular, the Purchaser is aware that the Note (and the Underlying Securities)

may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 may be the availability to the public of current information about the Company. Such information is not now available to the public and the Company has no present plans to make such information available to the public. The Purchaser represents that, in the absence of an effective registration statement covering the Note (or the Underlying Securities) it will sell, transfer or otherwise dispose of the Note (or the Underlying Securities) only in a matter consistent with its representations set forth in this Section 4.

(e) Each Purchaser agrees that in no event will it make a transfer or disposition of the Note or the Underlying Securities other than in compliance with all applicable laws.

(f) Each Purchaser understands that each certificate or instrument representing the Note or the Underlying Securities will be endorsed with restrictive legends as required by applicable state securities laws and substantially as follows.

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS.

4.2 No Public Market. Each Purchaser understands that no public market now exists for any of the securities issued by the Company and that there is no assurance that a public market will ever exist for the Notes (or for the Underlying Securities).

4.3 Power and Authority. Each Purchaser has the requisite corporate power and authority, if applicable, to enter into this Agreement to purchase the Notes and to carry out and perform its obligations under the terms of this Agreement.

4.4 Due Execution. This Agreement has been duly authorized, executed and delivered by each Purchaser, and, upon due execution and delivery by the Company, will be a valid and binding agreement of it, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors, rules and laws governing specific performance, injunctive relief and other equitable remedies.

5. Miscellaneous.

5.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties, and no party shall be liable or bound to any

other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of North Carolina as applied to agreements among North Carolina residents, made and to be performed entirely within the State of North Carolina.

5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4 Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid, or sent by confirmed telecopy, addressed (a) if to the Company, at:

Neogence Enterprises, Inc.
Attention: Chief Executive Officer
1101 Haynes St., Suite 001
Raleigh, NC 27604

With a copy to:

Wyrick Robbins Yates & Ponton LLP
Attention: J. Christopher Lynch
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607-7506

or at such other address as the Company shall have furnished to the Purchasers in writing, and (b) if to a Purchaser, at such Purchaser's address as is set forth on Exhibit A.

5.5 Severability. Any invalidity, illegality or limitation of the enforceability with respect to any Purchaser of any one or more of the provisions of this Agreement, or any part thereof, whether arising by reason of the law of any such Purchaser's domicile or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Agreement with respect to other Purchasers. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected impaired thereby.

5.6 Amendments and Waivers. Except as otherwise expressly provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively and

either for a specified period of time or indefinitely) with the written consent of the Company and the Purchasers holding Notes representing at least a majority of the outstanding aggregate principal Loan amount under this Agreement; provided, however, that any such amendment or waiver that disproportionately affects any of the Purchasers shall require the written consent of such Purchasers holding Notes representing a majority of the outstanding aggregate principal Loan amounts loaned by such disproportionately affected Purchasers. No delay or omission on the part of Purchasers in exercising any right shall operate as a waiver of such right or any other right. A waiver by a Purchaser of a provision of this Agreement shall not prejudice or constitute a waiver of Purchaser's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. Whenever the consent of a Purchaser is required under this Agreement, the granting of such consent by such Purchaser in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of such Purchaser. Any amendment or waiver effected in accordance with this Section 6.6 shall be binding upon all parties. Notwithstanding anything to the contrary in this Section 5.6, the Company shall be entitled to include additional purchasers of Notes pursuant to the terms hereunder as parties to this Agreement, and to treat such purchasers as "Purchasers" hereunder, by amending Exhibit A attached hereto and providing such amended Exhibit A to the other parties to this Agreement.

5.7 Expenses. The Company and each Purchaser shall bear its own expenses incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Convertible Promissory Note Purchase Agreement as of the date first above written.

COMPANY: NEOGENCE ENTERPRISES, INC.

By: _____
Name: David A. Kirkbride
Title: CEO

PURCHASERS:

Salavatore Lampuri
[Name of Purchaser]

By: _____
Name: Salvatore Lampuri
Title: Individual

EXHIBIT A

SCHEDULE OF PURCHASERS

Purchaser Name and Address	Principal Amount of Promissory Note
Salvatore Lampuri 101 N. Dewey Ct. Cary, NC 27511	$100,000.00
	$_____
Total	$1,000,000

EXHIBIT B

FORM OF CONVERTIBLE PROMISSORY NOTE

NEOGENCE ENTERPRISES, INC.
CONVERTIBLE PROMISSORY NOTE PURCHASE AGREEMENT

DISCLOSURE SCHEDULE

In connection with that certain Convertible Promissory Note Purchase Agreement dated as of September 24, 2010, by and among NEOGENCE ENTERPRISES, INC. (the "***Company***"), and the persons and entities purchasing Notes pursuant thereto (the "***Agreement***"), the Company hereby delivers this Disclosure Schedule to supplement the Company's representations and warranties given in the Agreement. The section numbers in this Schedule correspond to the section numbers in the Agreement; *provided, however*, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated in any other section of the Agreement where such disclosure would be appropriate and reasonably apparent. Disclosure of any information or document herein is not a statement or admission that it is material or required to be disclosed herein. Capitalized terms used but not defined herein shall have the same meanings given them in the Agreement.

Section 3.1: Organization and Standing. The Company currently is not in good standing in the State of North Carolina, but intends to become so qualified promptly following the Closing. The Company believes it can complete the process involving the expenditure of less than $5000 with no other adverse consequences to the Company.

Section 3.2: Capitalization. Promptly following the Closing, the Company plans to:

(i) grant options to purchase up to an aggregate of 2,670,000 shares of Common Stock under the Neogence Enterprises, Inc. 2009 Stock Plan to each of Robert Rice (for 1,250,000 shares), David Kirkbride (for 450,000 shares), John Cummings (for 400,000), Greg Brannon (for 300,000), Dorian Garcia (for 120,000) and Robert Croft (for 150,000) which options will be subject to vesting over time subject to each optionee's continued employment; and

(ii) issue warrants to purchase up to an aggregate of 542,037 shares of the Corporation's capital stock at an exercise price per share equal to $0.37 to certain investors and strategic advisors.

consummated on or before the Maturity Date, with the same rights, preferences and privileges as are received by other investors, and such Securities shall be issued pursuant to and governed by the same agreements relating to the issuance of the Securities in the Equity Financing, which agreements Holder will evidence its consent to by execution of appropriate documentation. Upon such conversion, the Holder shall receive the number of Securities calculated by dividing the amount of principal and accrued interest due under this Note by the lesser of (i) the price per share at which the Company sells and issues such Securities pursuant to the Equity Financing, or (ii) $0.73 per share, subject to adjustment for any stock splits, stock dividends, recapitalizations and the like. The Company shall not issue fractional shares but any fractional share shall be rounded to the nearest whole share with 0.5 shares rounded up to the nearest whole share. For purposes of this Note, an "**Equity Financing**" shall mean the Company's sale of shares of a newly-created series of preferred stock in one transaction or a series of related transactions to venture capital, institutional or private investors in which at least $1,000,000 in gross cash proceeds is received by the Company (excluding conversion of the Notes issued pursuant to the Purchase Agreement).

3.2 Upon conversion of this Note pursuant to Section 3.1 or 3.3, the applicable amount of outstanding principal and accrued interest of the Note shall be converted without any further action by the Holder and whether or not the Note is surrendered to the Company or its transfer agent. The Company shall not be obligated to issue certificates evidencing the shares of the securities issuable upon such conversion unless such Note is either delivered to the Company or its transfer agent, or the holder notifies the Company or its transfer agent that such Note has been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify it from any loss incurred by it in connection with such Note. The Company shall, as soon as practicable after such delivery, or such agreement and indemnification, issue and deliver at such office to such holder of such Note, a certificate or certificates for the securities to which the holder shall be entitled. For a conversion pursuant to Section 3.1, such conversion shall be deemed to have been made concurrently with the close of the Equity Financing. For a conversion pursuant to Section 3.3, such conversion shall be deemed to have been made immediately prior to the Change in Control (as defined below). The person or persons entitled to receive securities issuable upon such conversion shall be treated for all purposes as the record holder or holders of such securities on such date.

3.3 The Holder may elect, in its sole discretion, upon a Change in Control (as defined below), a Liquidation (as defined below), or an initial public offering of the Company's Common Stock (a Change in Control, a Liquidation and an initial public offering are each a "**Transaction**") occurring prior to payment in full of the original principal amount of this Note and any accrued but unpaid interest thereon or the conversion of the Note pursuant to an Equity Financing, either (a) to receive (i) all outstanding principal, plus (ii) any accrued and unpaid interest due thereon or (b) that all unpaid principal on this Note and all accrued but unpaid interest be converted automatically on the date upon which a Transaction is effected, immediately prior to the effectiveness of any such Transaction, into a number of shares of the Company's Common Stock equal to (x) the outstanding principal amount of this Note on the date of

9. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of North Carolina, without regard to the conflicts of laws provisions thereof.

10. No Stockholder Rights. Nothing contained in this Note shall be construed as conferring upon the Holder or any other person the right to vote or to consent or to receive notice as a stockholder of the Company.

11. Amendment. Any term of this Note may be amended only with the unanimous written consent of the Company and holders of all the loans outstanding under the Notes.

[SIGNATURE PAGE FOLLOWS]

This Note is hereby issued by the Company as of the year and date first above written.

COMPANY:

NEOGENCE ENTERPRISES, INC.

By: _____
Name: David A. Kirkbride
Title: CEO

Address: 1101 Haynes Street
Suite 001
Raleigh, North Carolina 27604

HOLDER: Savatore Lampuri

By: _____
Name: Salvatore Lampuri
Title: Individual

Address: 101 W. Devinny Ct.
Cary, NC 27511