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Transactional Matter Files

**Promissory Note & Co-Founder Loan Agreement Matthew Bell
11-24-09**

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iCare Academic, LLC
2450 E.J. Chapman Drive
Knoxville, TN 37996

Promissory Note and Co-Founder Loan Agreement

Dated: 11/24, 09
Knoxville, Tennessee

Loan Amount: \$10,000

Interest Rate \$14%

Borrower Information:

Name: iCare Academic, LLC
Address: 2450 E.J. Chapman Drive
Knoxville, TN 37996

Co-Founder-Lender Information:

Name: Matthew A. Bell
Address: 8914 Maple Ridge Lane
Knoxville, TN 37923

Terms:

FOR VALUE RECEIVED, the undersigned, iCare Academic, LLC, a Tennessee Limited Liability Company (the "Borrower"), HEREBY PROMISES TO PAY to the order of Matthew A. Bell (the "Co-Founder-Lender"):

Principal Amount—The principal amount of the loan shall be **\$10,000**.

Accumulation Period—Interest shall accrue for the first two years, during which time no payments shall to be made.

Interest Rate—Interest shall accrue upon execution of the Note, at **fourteen percent (14%)** per annum, to be compounded monthly.

Payment Schedule—Payments shall begin on **December 1st, 2011**, and shall thereafter be payable in **24** equal monthly installments of **\$605.19**, until the final payoff date of **December 1st, 2013**. Payments shall be made by check to the address above.

Application of Payments—Payments will be applied first to interest and then to principal.

Prepayment—There shall be no penalty for prepayment.

Security—Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by a Security Agreement and Uniform Commercial Code Financing Statement giving Co-Founder-Lender a security interest in the Borrower's Collateral, including but not limited to all rights in General Intangibles, Accounts, and present and after acquired Equipment. In the event of Borrower's default, Borrower agrees that Co-Founder-Lender may exercise its security interest according to the terms of the Security Agreement and the Uniform Commercial

Code Financing Statement.

Choice of Laws: Borrower agrees that any suit upon this note will be adjudicated under the laws of the State of Tennessee.

Severability: If any part of this agreement is found to be void or invalid by a court of competent jurisdiction, that part alone shall be severed from the agreement, leaving the remaining agreement intact.

Default—Borrower defaults on this note if:

Borrower is more than thirty [30] business days late in making a monthly installment payment.

Borrower defaults on any other promissory note held by any other Lender.

Voluntary Bankruptcy, etc. The commencement by Borrower of a voluntary case under the Federal Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

Involuntary Bankruptcy, etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of maker in an involuntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of the affairs of Maker, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

Late Fees—In the event of default, Borrower shall pay a late fee of **two (2) percent**.

Acceleration and Cure of Default—On the first occasion that Borrower misses a payment, Co-Founder-Lender shall not immediately accelerate the note but will instead notify the Borrower of the default by certified mail and extend the payment period by **ten (10)** business days.


If Borrower does not cure its default within the **ten (10)**-day extension period, Co-Founder-Lender may accelerate the note and declare the entire balance of unpaid principal immediately due and payable, together with the interest that has accrued.

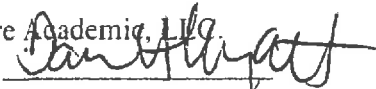
Default Interest Rate: In the event of an uncured default, Co-Founder-Lender may elect to raise the above stated annual interest rate of **fourteen percent (14%)** to **eighteen percent (18%)**.

Collection Costs: If Co-Founder-Lender prevails in a lawsuit to collect on this note, Borrower will pay Co-Founder-Lender's reasonable costs and attorney fees.

Co-Founder-Lender

Borrower


Signature
Matthew A. Peir
Name

iCare Academic 
Signature
Tami H. Matt
Name, Title