

## PROMISSORY NOTE

**\$400,000.00**

**Dated: September 15, 2010  
St. Louis, Missouri**

1. **Agreement to Pay.** For value received, **TIMOTHY S. FINNEY**, a Missouri resident (“Maker”), hereby promises to pay to the order of **MICHAEL D. WAVADA**, a Connecticut resident (“Holder”), at the address specified in Section 7 herein, or at such other place as the holder hereof may designate in writing to Maker, the principal amount of **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00)** (the “Principal Balance”), plus interest on the Principal Balance from time to time outstanding at the rate hereinafter set forth, to be paid as provided herein. This Note is being delivered in connection with that certain Stock Purchase Agreement, dated as of September \_\_, 2010, by and between Maker, Holder and such other parties (the “Purchase Agreement”). All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Purchase Agreement. The entire Principal Balance of this Note then unpaid, together with all accrued and unpaid interest and all other amounts payable hereunder shall be due and payable in full on September 15, 2015 (the “Maturity Date”).

2. **Interest Rate.**

(a) **Interest Prior to Maturity.** Interest shall accrue on the outstanding Principal Balance from the date hereof at a rate equal to three percent (3.00%) per annum (the “Interest Rate”).

(b) **Interest After Default.** From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid Principal Balance during any such period at rate equal to six percent (6.00%) per annum (the “Default Rate”); provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this Section shall be immediately due and payable by Maker to Holder upon demand and shall be additional indebtedness evidenced by this Note.

(c) **Interest Calculation.** Interest on this Note shall be calculated on the basis of a 365 day year. If any payment to be made by Maker hereunder shall become due on a day other than a business day, such payment shall be made on the next succeeding business day and such extension of time shall be included in computing any interest in respect of such payment.

3. **Payment Terms.**

(a) **Payments of Principal and Interest.** Payments of the Principal Balance and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof or accelerated in accordance with Section 3(b) below, shall be made as follows:

(i) On September 15, 2011, Maker shall pay to Holder any accrued interest on the Principal Balance due under this Note;

(ii) On September 15, 2012, Maker shall pay to Holder any accrued interest on the Principal Balance due under this Note;

(iii) On September 15, 2013, Maker shall pay to Holder \$200,000 of the Principal Balance plus any accrued interest due under this Note;

(iv) On September 15, 2014, Maker shall pay to Holder any accrued interest on the Principal Balance due under this Note; and

(v) On the Maturity Date, Maker shall pay to Holder in a lump sum payment, all unpaid Principal Balance and accrued interest due under this Note.

(b) Acceleration of the Principal Balance Payments. Notwithstanding the schedule Principal Balance payments set forth in Section 3(a), payments of the Principal Balance shall be accelerated as follows:

(i) Within ninety (90) days after the Company receives its first payment from each New Customer (as defined below), Maker shall make a one-time accelerated payment of \$25,000 of the Principal Balance to Holder. If the payment occurs prior to September 15, 2013, such amount shall be reduced from the Principal Balance owed by Maker on September 15, 2013.

(ii) For purposes of this Note, a “New Customer” means a customer of the Company that is a first time purchaser of the AdDept software system. The determination of a New Customer shall be in the Company’s sole discretion;

(c) Application of Payments. Prior to the occurrence of an Event of Default, all payments and prepayments on account of the indebtedness evidenced by this Note shall be applied as follows: (i) first, to accrued and unpaid interest on the Principal Balance, and (ii) second, to the payment of the Principal Balance.

(d) Method of Payments. All payments of the Principal Balance and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as Holder or the legal holder or holders of this Note may from time to time appoint in the payment invoice or otherwise in writing, and in the absence of such appointment, then at the offices of Holder at:

Michael D. Wavada

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(e) Principal Balance Prepayments. Maker may prepay all or any portion of the unpaid Principal Balance hereof, without premium or penalty, at any time and from time to time. All prepayments will be applied first to accrued and unpaid interest and the balance, if any, will be applied to the Principal Balance.

**4. Collateral Stock Pledge.** Maker’s obligations hereunder are secured by certain collateral as described in the Collateral Stock Pledge Agreement executed contemporaneously

herewith by Maker, in favor of Holder and attached here to as Exhibit A (the “Collateral Stock Pledge Agreement”).

**5. Events of Default.** Each of the following constitutes an “Event of Default” hereunder:

(a) Maker’s failure to pay any installment of the Principal Balance or interest within five (5) business days after the due date thereof;

(b) Maker’s default or breach under the Purchase Agreement that remains uncured after notice to the Maker and the passage of thirty (30) days.

(c) Any breach or threatened breach of the Collateral Stock Pledge Agreement by Maker, subject to the expiration of any applicable cure period therein set forth without such breach being cured; or

(d) Maker becoming insolvent or generally failing to pay, or admitting in writing the inability to pay, debts as they become due; or Maker applying for, consenting to or acquiescing in the appointment of a trustee, receiver or other custodian for Maker, or any property or assets of Maker, or making a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian being appointed for Maker, or for a substantial part of the property or assets of Maker, if the same is not discharged within ninety (90) days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, being commenced in respect of Maker, provided that if such case or proceeding is not commenced by Maker it is consented to or acquiesced in by Maker, or if it is not vacated, stayed or dismissed within ninety (90) days of such commencement.

**6. Remedies upon an Event of Default.** If an Event of Default shall occur, then Holder may, at its option and without notice to Maker, declare the entire unpaid amount of this Note to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which Maker expressly waives. If this Note is collected or attempted to be collected by the initiation or prosecution of any suit or through any bankruptcy court, or by any judicial proceeding, or is placed in the hands of attorneys for collection (whether or not litigation is commenced), then Maker shall pay, in addition to all other amounts owing hereunder, all court costs and reasonable attorneys’ fees incurred by the holder hereof. In addition, Maker agrees to pay the reasonable attorneys’ fees and expenses of representation of the holder hereof in cases or proceedings under any bankruptcy or insolvency law. The rights and remedies provided by this Note shall be cumulative, and shall be in addition to and not exclusive of other rights and remedies available at law or in equity. The exercise or waiver by the holder of any right or remedy available under this Note shall not be deemed a waiver of any other right or remedy available at law or in equity.

**7. Assignability.** This Note and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of this Note by Holder shall be in writing, and shall expressly incorporate, and be subject to Maker’s continued rights, under the Purchase Agreement.

**8. Notices.** All notices, requests, demands and other communications under this Note shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of receipt by the party to whom notice is to be given if transmitted to such party by telefax, provided a copy is mailed as set forth below on date of transmission, or on the third day after mailing if mailed to the party to whom notice is to be given by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

**If to Maker, to:**

Timothy S. Finney  
17632 Mytlewood Drive  
Chesterfield, MO 63005

**If to Holder, to:**

Michael D. Wavada  
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**9. Miscellaneous.**

(a) Governing Law. This Note shall in all respects be governed by and construed in accordance with the laws of the State of Missouri without regard to conflicts of law principles.

(b) Jurisdiction and Venue. The undersigned hereby irrevocably consents to the jurisdiction and venue in any state court or federal court located in the County of St. Louis, Missouri with respect to any and all actions related to this Note or the enforcement of this Note and hereby irrevocably waives any and all objections thereto.

(c) Waiver. The holder hereof shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by the holder, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by the holder of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which the holder would otherwise have had on any future occasion. All parties liable hereon in any capacity hereby waive any and all lack of diligence in the enforcement of this Note, and hereby assent to each and every extension or postponement of the time of payment of this Note, and any other indulgence granted by the holder hereof, and hereby waive any and all notice thereof. The granting, without notice, of any extension or extensions of time for payment of any sum or sums due hereunder, or for the performance of any covenant, condition or agreement contained herein, or the granting of any other indulgences to Maker, or the taking or releasing or modifying the terms of any security for the indebtedness evidenced hereby, shall in no way release or discharge, in whole or in part, the liability of Maker or any endorser, assignor or guarantor of this Note.

(d) Severable Provisions. If any provisions of this Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Maker and Holder shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications thereof; shall not be affected thereby and shall remain in full force and effect.

(e) Successors and Assigns. Wherever in this Note reference is made to Maker or Holder, such reference shall be deemed to include, as applicable, a reference to their respective successors and permitted assigns, legatees, heirs, executors, administrators and legal representatives, as applicable, and, in the case of Holder, any future holder of this Note, in any case as permitted by this Note. The provisions of this Note shall be binding upon and shall inure to the benefit of such successors, permitted assigns, holders, legatees, heirs, executors, administrators and legal representatives, as applicable. Notwithstanding the foregoing, Maker may not assign its interest in this Note, either voluntarily or by operation of law, without the prior written consent of Holder.

(f) STATUTORY NOTICE. The following notice is given pursuant to Section 432.047 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of this Note. **“ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY ON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THIS LOAN AGREEMENT. TO PROTECT MAKER AND HOLDER FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS MAKER AND HOLDER REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN MAKER AND HOLDER EXCEPT AS MAKER AND HOLDER MAY LATER AGREE IN WRITING TO MODIFY IT.”**

**IN WITNESS WHEREOF**, Maker has executed and delivered this Note as of the day and year first above written.

**“MAKER”**

**TIMOTHY S. FINNEY**

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**THIS NOTE IS SECURED BY A  
COLLATERAL STOCK PLEDGE AGREEMENT OF EVEN DATE HERewith**