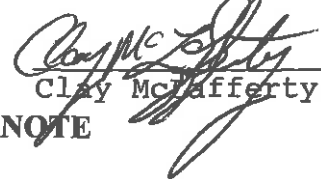


Exhibit C

PAID IN FULL ON: July 10, 2017


Clay McLafferty

COMMERCIAL PROMISSORY NOTE

\$450,000.00

Lewiston, Maine
November 1, 2016

For Value Received, the undersigned, **Kevin B. Dean** with a mailing address at 209 Sandbar Road, Windham, Maine 04062, **Brian Bilodeau** with a mailing address at 26 Loring Avenue, Auburn, Maine 04210, and **MR, LLC**, a Maine Limited Liability Company with a mailing address at 209 Sandbar Road, Windham, Maine 04062 (hereinafter collectively called the "Borrower"), promise to pay, jointly and severally, to the order of **Clay McLafferty** with a mailing address at 230 Fish Street, Turner, Maine 04282 (hereinafter called the "Lender"), the principal sum of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00), as follows:

1. Payment Schedule.

The Borrower shall pay to the Lender the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) per month commencing November 15, 2016 and on the first day of each month thereafter commencing December 1, 2016 until July 1, 2017, at which time all principal and all other amounts due hereunder shall be paid in one final **BALLOON** payment. There shall be no interest charged under this Promissory Note. All payments called for hereunder shall be made by the Borrower to the Lender in such form and in such place as the Lender shall direct.

2. **Application.** All payments shall be applied to outstanding principal, late charges, and other amounts due under this Note in such priority as the Lender deems just and appropriate, until paid in full. If any payment is not received within Ten (10) days of when due, the Borrower shall pay to Lender a late payment fee of Five Percent (5%) of the amount of such delinquent payment.

3. **Prepayment:** This Note may be prepaid by the Borrower to the Lender at any time, without penalty. Notwithstanding the foregoing, partial prepayments shall not affect the payment schedule set forth above.

4. Security.

This Note is secured and/or guaranteed pursuant to the terms and conditions of this Note and of the following documents which, unless otherwise noted below, are dated on or about the date of this Note:

(a) Mortgage Deed, Security Agreement and Financing Statement dated near or even date herewith against real estate located at or near 230 Merrow Road, Auburn, Maine (the "Real Estate"); and

(b) Such other security documents as the Lender deems just and appropriate to secure this Note.

All of the foregoing are sometimes hereinafter collectively referred to as the "Security Documents."

5. Default.

This Note shall, at the Lender's option, immediately become due and payable without notice or demand, upon or at any time after:

A. The dissolution or termination of existence of or the death of any of the Borrowers or any guarantor of the Borrower of this Note; or

B. The entry of a decree or order for relief with respect to any Borrower, or any guarantor of the Borrower, in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, trustee, custodian (or similar official) of any Borrower, or any guarantor of the Borrower, or ordering the winding up or liquidation of their affairs which is not promptly contested and released or discharged within Sixty (60) days; or

C. The commencement by any Borrower, or any guarantor of the Borrower, of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or similar law, or consent by any Borrower, or any guarantor of any Borrower, to the appointment of or taking possession by a receiver, liquidator, trustee, custodian (or other similar official) of any Borrower, or any guarantor of the Borrower, or of any substantial part of their property, or the making by any Borrower, or any guarantor of the Borrower, of any assignment for the benefit of creditors, or the insolvency or the failure of any Borrower, or any guarantor of the Borrower, to pay debts as such debts become due, or the taking of any action by any Borrower, or any guarantor of the Borrower, in furtherance of any of the foregoing; or

D. Default in the payment of this Note when due, or default in the performance of any other obligation of the Borrower to the Lender under this Note not cured within fifteen (15) days of the date when due, or of any covenant or liability contained or referred to herein or in any instrument, document or agreement evidencing or securing the same; or

E. Uninsured loss, substantial damage, destruction, sale or encumbrance, whether junior or senior (excluding the encumbrances as agreed to by the Lender), to the Lender's lien or security interest, to or of any property constituting collateral hereof or the making of any levy, seizure or attachment thereof or thereon or the failure to pay when due any tax thereon, or with respect to any insurance policy, or any premium therefore unless such loss, substantial damage or destruction is covered by insurance and repaired with reasonable promptness, and unless any such levy, seizure or attachment, failure to pay tax or insurance premium is removed within Thirty (30) days of the date when due, or if any final judgment and execution issued against any Borrower remains unsatisfied for a period of more than Thirty (30) days after final judgment; or

F. Default not cured within any applicable grace period under any instrument granting security or constituting collateral for this Note.

6. Remedies.

Upon the occurrence of any event of default under this Note, and after the expiration of all applicable grace periods, the Lender may declare due and payable at once all amounts outstanding hereunder. The Lender shall not be required to pursue or to exhaust its remedies against the Borrower, or its successors, or against any other party liable for payment hereof, whether maker, guarantor, or otherwise, or against any property or assets mortgaged or pledged as security therefor, but upon nonpayment or nonperformance hereof may immediately demand and enforce payment and performance from any one or more of Borrower(s) or guarantor(s), or may seek to realize upon the value of any collateral, without the necessity of joining any other Borrower(s) or guarantor(s), and in each case without any requirement of first seeking to collect the debt evidenced by this Note from any other source. Each Borrower hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Note may be brought in any state or federal court in the State of Maine, at the election of Lender. By the execution and delivery hereof, each Borrower hereby irrevocably submits to the nonexclusive jurisdiction of any such court in any such action or proceeding. Each Borrower and each guarantor shall be liable for, and hereby agrees to pay, upon demand, any and all costs or expenses of any nature whatsoever incurred by the Lender in endeavoring to collect or enforce this Note against any party including, without limiting the generality of the foregoing, reasonable attorneys' and paralegal fees and expenses. The Lender shall not be deemed to have waived any of its rights or remedies under this Note or under any of the Security Documents by any act, delay, omission or failure or refusal to exercise any of such rights or remedies. No waiver by Lender of any kind shall be valid unless it is in writing and signed by an officer of the Lender, and then only to the extent specifically stated. All of the rights and remedies of the Lender shall be cumulative and not exclusive, and may be exercised on any one or more occasions either singularly or concurrently.

7. Waivers.

The Borrower and each guarantor hereby (1) waive presentment, notice of dishonor, protest, notice of protest, and any and all other notices of any nature whatsoever in connection with the delivery, acceptance, performance, default or enforcement of this Note; and (2) consent and agree that the Lender may at any time and from time to time without affecting the liability of Borrower or of any guarantor or of any other person (excepting any person expressly released in writing) for payment of the debt evidenced by this Note or for performance of any obligation contained herein, and without affecting Lender's rights with respect to any security not expressly released in writing: (a) release any person liable for all or any part of the indebtedness or for performance of any obligation; (b) extend the time for payment of any amounts due under this Note; or (c) grant any releases, compromises or indulgences with respect to this Note or any extensions, renewals, or acceleration hereof or substitutions therefor or with respect to any Collateral securing the payment of sums outstanding under this Note to any party primarily or secondarily liable hereunder; (3) waive all recourse to suretyship and guarantorship defenses

generally; and (4) waive the right to direct the application of any payment hereunder.

8. Miscellaneous.

(a) If, for any reason, any payment to Lender applied to amounts outstanding hereunder is required to be refunded by Lender to Borrower or to any guarantor or turned over by Lender to any other person or entity, Borrower and each guarantor agree to pay to Lender on demand an amount equal to the payment so refunded or turned over by Lender and the liability of Borrower and each guarantor shall not be treated as having been discharged by the original payment to Lender giving rise to such refunded or turned over payment.

(b) All notices, demands or requests provided for or permitted to be given pursuant to this Note must be in writing and shall be given by personal delivery or by depositing the same in the United States mail, post paid and certified, return receipt requested at the addresses set forth below, as such addresses may be changed by notice given to the other party.

Lender's Address:

Clay McLafferty
230 Fish Street
Turner, ME 04282

Borrower's Address:

Kevin B. Dean
MR, LLC
209 Sandbar Road
Windham, ME 04062

Brian Bilodeau
26 Loring Avenue
Auburn, ME 04210

Notice may also be given in accordance with the provisions of any of the Security Documents.

9. Each Borrower and each guarantor shall be jointly and severally liable to the Lender under this Note and each Borrower has subscribed his/her/its name hereto without condition that any other person or entity shall sign or become bound hereunder and without any other conditions whatever. Any Borrower that is a corporation, limited liability company, limited partnership, limited liability partnership, or other business entity hereby warrants that it is validly formed, in existence and in good standing at the present time, with all necessary authority to enter into, execute and deliver this Note. No invalidity or unenforceability of any portion or obligation of this Note shall affect the validity or enforceability of the remaining portions or obligations hereof. This Note and all actions taken pursuant hereto shall be governed by, and

interpreted and construed in accordance with, the laws of the State of Maine. This Note evidences a loan for business and commercial purposes and not for personal, household, or family purposes. The use of captions in this Note is for purposes of convenience only, and no caption shall affect the meaning of this Note. As used herein, the word: (1) **Liabilities or Obligations** means any and all liabilities, indebtedness, and obligations of the Borrower or any guarantor of Borrower to Lender of any nature whatsoever, arising hereunder; (2) **Borrower** shall mean Kevin B. Dean, Brian Bilodeau, and MR, LLC, jointly and severally; and (3) **Lender** shall mean Clay McLafferty, and each future holder of this Note. This Note and the provisions hereof shall be binding upon the heirs, executors, administrators, successors, legal representatives and assigns of the Borrower and each guarantor and shall inure to the benefit of the Lender, its successors, legal representatives and assigns. This Note is intended to take effect as a sealed instrument.

[Balance of page left blank. Signature page to follow.]

Witness:

Daniela T. Luardi

Daniela T. Luardi

Daniela T. Luardi

MR, LLC

By: 

Kevin B. Dean, Member


Kevin B. Dean


Brian Bilodeau