

PROMISSORY NOTE

\$75,000.00

November 20, 2009

For value received, **GREENFIELD SOLAR CORP.**, a Nevada for-profit corporation licensed to do business in the State of Ohio, hereinafter referred to as “Maker”, promises to pay to the order of the **CITY OF OBERLIN, OHIO**, an Ohio Charter Municipality, hereinafter referred to as “Holder”, at its principal office located at 85 South Main Street, Oberlin, Ohio 44074, or such other place as the Holder hereof shall designate, the sum of **Seventy-Five Thousand Dollars (\$75,000.00)**, derived from monies received from the Oberlin Business Assistance Revolving Loan Program, as approved by the Ohio Department of Development, pursuant to the Ohio Small Cities Community Development Block Grant Program, or so much of said proceeds as shall be actually advanced to Maker pursuant to that certain Loan Agreement of even date herewith between the Maker and the Holder, said Agreement being incorporated herein by reference, and being made a part hereof.

The term of the loan shall be ten (10) years from the date of the closing of the loan, which shall be designated as thirty (30) days from the date that Maker receives the monies from Holder for payment of the eligible expenses incurred in the project as set forth in the Agreement mentioned hereinbefore.

The money shall be repayable in One Hundred Twenty (120) monthly installments as outlined in the attached “Loan Payment Schedule”, such including interest at the rate

of Two 1/4 percent (2.25 %) per annum. For the first six (6) payments, Maker shall pay an amount equal to the accrued interest only, with interest deemed to first accrue from the date of closing (thirty days after the date Maker receives funds) and with the first payment due thirty (30) days from the date of closing. Each of the next five (5) monthly payments of interest only shall be due on the same day of each succeeding month thereafter. Each of the next one hundred and fourteen (114) payments shall be made on the same day of each month thereafter, and shall be in such equal monthly amount of principal and interest as shall amortize the loan over such nine (9) year, six (6) month period. The amortization shall be computed on the basis of the "US Rule". At any time during the term of the loan, the entire outstanding balance may be paid in full without Makers incurring a penalty.

In the event that Maker sells, transfers, or assigns all or substantially all of the business now known as "GreenField Solar", or should there be a foreclosure upon or other disposition of all or substantially all of the assets of the business outside of the ordinary course of business transferred to Maker, the balance of the loan monies evidenced by this Note shall be immediately due and payable.

It is expressly agreed that if default be made in the performance of any covenant or condition of this Note and the Payment Schedule attached hereto, or in the Agreement between the Maker and the Holder as mentioned hereinbefore, or the mortgage or Security Agreement securing payment of this Note, and such default remains uncured for

more than thirty (30) days after notice thereof, then, and in that event, the unpaid balance of the aforesaid principal sum, plus all accrued interest, shall at the option of the Holder, at once become and be due and payable, anything hereinabove contained to the contrary notwithstanding.

Maker for himself, his successor and assigns, in the event of default hereunder, hereby waives all exemption laws of the State of Ohio, or any other state or territory of the United States insofar as the laws of such state or territory may permit, and hereby irrevocably authorizes any attorney or any Court of record to appear for it in any Court, whether it be a Court of law or of equity in the State of Ohio or any other state or territory of the United States, and confess judgment against Maker, his assigns, in favor of the Holder hereof for the amount appearing due and payable thereon after maturity, and reasonable attorney's fees on such amount unpaid hereon and cost of suit, and release all errors and waive all rights of appeal and stay of execution.

The Maker and Endorsers hereof do hereby jointly and severally waive presentment, protest and demand, notice of protest, notice of demand and of dishonor and non-payment of this Note, and expressly agree that his Note or any payment thereunder may be extended from time to time without in any way affecting the liability of the Maker and the Endorsers.

The rights and remedies of the Holder, as provided herein, shall be cumulative and concurrent and may be pursued singularly, successively or together at the sole discretion

of the Holder and may be exercised as often as occasion theretofore shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Any required notice shall be sent certified mail to Maker at the following address:

132 Artino Street
Oberlin, Ohio 44074

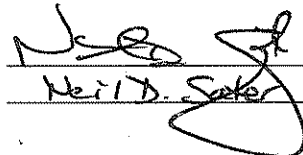
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned

Neil D. Sater on the day and year above written.

MAKER:

GREENFIELD SOLAR CORP.

By:


Neil D. Sater, Its President

GUARANTEE

The undersigned persons in their individual capacities, and not as agents or representatives of the Maker, do hereby jointly and severally guarantee payment of this Promissory Note. None of the provisions of the sixth paragraph above relative to waiver of exemptions and confession of judgment shall apply to the undersigned as Guarantors.


Neil Sater