

EXHIBIT L

**PROMISSORY NOTE
COMMERCIAL CONSTRUCTION LOAN**

\$130,000.00

Meredith, New Hampshire
December 18, 2006

FOR VALUE RECEIVED, the undersigned, **MICHAEL E. GOULD, TRUSTEE OF THE GOOD EARTH REVOCABLE TRUST OF 2006** having a mailing address of PO Box 666, Meredith, NH 03253, (hereinafter "Maker"), promises to pay to **JOHN A. BOENDER AND STEPHEN O. SIMONS**, as joint tenants with rights of survivorship, with a mailing address of PO Box 267, West Friendship, MD 21794, (hereinafter "Holder") or order, the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) together with interest during the term of this Note at a fixed rate of Thirteen Percent (13%) interest per annum.

Absent demand, the term of this Note is Eighteen (18) Months from the date of the Note. Until maturity the Maker shall pay interest only in Eighteen (18) consecutive monthly payments of \$1,408.33 each. The first monthly payment is due February 1, 2007 and the final payment plus all principal, accrued interest and charges is due July 1, 2008. All payments made under the Note shall be applied first to charges and/or fees, if any, then to accrued interest at the rate stated above, then to principal.

In addition, Holder may impose upon the Borrower a delinquency charge at the rate of Five percent (5%) on each installment of principal and/or interest not paid on or before fifteen (15) calendar days after such installment is due.

MAKER'S PAYMENTS BEFORE THEY ARE DUE- The Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When Maker makes a prepayment, Maker will tell the Holder in a letter that Maker is doing so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

The Maker may make a full prepayment or partial prepayments. The Holder will use all of my prepayments to reduce the amount of principal that the Maker owes under this Note. If the Maker makes a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Holder agrees in writing to those delays or changes. The Maker may make a full prepayment at any time. If the Maker

chooses to make a partial prepayment, the Holder may require the Maker to make the prepayment on the same day that one of the monthly payments is due. The Holder may also require that the amount of the partial prepayment be equal to the amount of principal that would have been part of the next one or more monthly payments. Any prepayments made shall not be subject to any prepayment charge.

All parties, whether makers, endorsers, guarantors or otherwise hereby waive demand, notice and protest and assent to an extension or postponement of the time of payment or other indulgence.

Upon default of the payment of interest and principal due under this note, or the occurrence of any event of default under a certain Mortgage and Loan Documents of near or even date from Maker to Holder, if said payment is not made or default cured within ten (10) days of the due date, or upon default in the performance of any of the terms and conditions of this Note, if such default is not cured within thirty (30) days of written notice, the entire unpaid balance of principal and interest shall, at the option of the Holder, become due and payable at once without demand or notice.

No act of delay or omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or release to be effective only if set forth in a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent event.

The acceptance by the Holder hereof of any payment after any default hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any rights of the Holder hereof under this Note.

All of the rights and remedies of the Holder hereof, whether evidenced hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently, and the Holder shall have no duty as to the collection or protection of any collateral held by it or the income thereon, nor as to the preservation of any rights pertaining thereto.

This Note is fully negotiable and upon negotiation shall be enforceable by the Holder in accordance with its terms.

W.S. 1/14

This Note shall be governed exclusively by the laws of the State of New Hampshire. Maker hereby agrees that any action hereon or related hereto may be maintained in a Court of competent jurisdiction located in that state, and consent to the jurisdiction of any such Court for all purposes connected herewith.

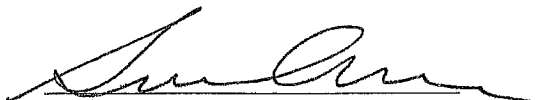
In the event of a default on this Note, the Holder thereof shall be entitled in addition to all other amounts due the costs of collection, including reasonable attorneys' fees, and any other expense necessary to protect the interest of the Holder of this Note and any real estate securing this note, and such amounts shall be payable according to the terms of this Note.

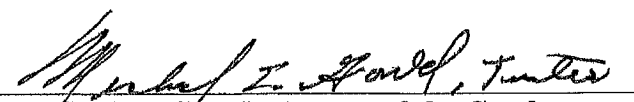
Any notice required to be given under this Note shall be given in writing and sent by certified mail postage prepaid, to the last known address of the party to receive the notice or at such other address as may be agreed upon between the parties in writing.

Pursuant to New Hampshire Revised Statutes Annotated §361-C:2, in the event that Borrower shall prevail in (a) any action, suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or off-set, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the Court shall consider equitable.

This Promissory Note may be amended, extended or modified only by a writing signed by Holder and Maker. This Promissory Note is secured by a first mortgage of near or even date on a parcel of property located at Unit 35, Akron Way, Beaver Pond Estates, Laconia, County of Belknap, NH 03246 .

WITNESS my hand and seal, this 19th day of December 2006.


Witness


Michael E. Gould, Trustee of the Good
Earth Revocable Trust of 2006

LOAN MASTER REPORT

Transaction Date	Payment Date	Payment	Description	Interest	Principal	Other	Amount Paid	Amount Received	Balance	
10/08/2008	10/01/2008	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
11/07/2008	11/01/2008	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
12/08/2008	12/01/2008	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
01/08/2009	01/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
02/08/2009	02/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
03/08/2009	03/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
04/08/2009	04/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
05/08/2009	05/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
06/08/2009	06/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
07/08/2009	07/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
08/08/2009	08/01/2009	TRUST	Payment - Thank You	\$0.00	\$1,408.33				-\$1,408.33	\$130,000.00
					\$44,308.45	\$0.00	\$0.00	\$0.00	-\$44,308.45	\$130,000.00

TRUST ACCOUNT ACTIVITY
 The following is a summary of the account activity for the period 10/08/2008 to 08/08/2009.
 The account was opened on 10/08/2008 and is currently in good standing.

Transaction Date	Payment Date	Payment	Description	Interest	Principal	Other	Amount Paid	Amount Received	Balance
12/19/2006			John Boender					\$65,000.00	\$65,000.00
12/19/2006			Stephen Simons					\$95,000.00	\$130,000.00
12/29/2006			Goild & Burke, PLLC						\$122,045.34
01/11/2007			PERDIEM					\$7,954.66	\$129,990.68
02/06/2007			PAYMENT					\$648.22	\$129,342.46
03/06/2007			MAR07PMT					\$1,408.33	\$117,934.13
04/05/2007			APR07PMT					\$1,408.33	\$116,525.80
05/04/2007			MAY07PMT					\$1,408.33	\$115,117.47
06/04/2007			JUN07PMT					\$1,408.33	\$113,709.14
07/03/2007			JUL07PMT					\$1,408.33	\$112,299.81
08/01/2007			AUG07PMT					\$1,408.33	\$110,891.48
09/06/2007			TRUST					\$1,408.33	\$109,483.15
10/05/2007			TRUST					\$1,408.33	\$108,074.82
11/06/2007			TRUST					\$1,408.33	\$106,666.49
12/06/2007			TRUST					\$1,408.33	\$105,258.16
01/06/2008			TRUST					\$1,408.33	\$103,849.83
02/06/2008			TRUST					\$1,408.33	\$102,441.50
03/06/2008			TRUST					\$1,408.33	\$101,033.17
04/07/2008			TRUST					\$1,408.33	\$99,624.84
05/07/2008			TRUST					\$1,408.33	\$98,216.51
06/07/2008			TRUST					\$1,408.33	\$96,808.18
06/25/2008			Thomas Holly					\$75.00	\$96,733.18
07/02/2008			Burnelle and Whitman, LLC					\$300.92	\$96,432.26
07/07/2008			TRUST					\$1,408.33	\$95,023.93
07/14/2008			City of Laconia					\$100.00	\$94,923.93

LOAN MASTER REPORT

Invoice Date	Invoice #	Invoice Description	Account	Amount	Balance	Days
07/21/2008	205146	City of Lacomia	Inv # 11765 - Taxes	\$235.00		\$96,336.26
08/06/2008	205792	City of Lacomia	Blgd permitt, Bldg 5, Unit 35	\$245.10		\$96,091.16
08/07/2008	TRUST	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$93,682.83
08/22/2008	206900	City of Lacomia	Inv # 3114 - Building Plans	\$15.00		\$93,667.83
08/08/2008	TRUST	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$92,259.50
08/08/2008	15321	Newcom Builders, Inc.	Inv Date 08/27/08 - Footings and Foundation	\$4,300.00		\$87,959.50
08/18/2008	225	Transfer of funds for borrower	Reimburse PSNH print to GE 33	\$2,685.80		\$85,273.70
08/28/2008	15590	Newcom Builders, Inc.	Inv Date 08/27/08 - Slab Work	\$1,676.67		\$83,597.03
10/01/2008	15653	Gifford Home Center	Job # 603 - Material for Framing	\$1,383.34		\$82,213.69
10/08/2008	TRUST	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$80,805.36
10/20/2008	16162	Bay Shores Building and Remodeling, LLC	08/05/08 invoice - weekly payment/framing	\$8,500.00		\$72,305.36
10/29/2008	16404	Reliable Crane Service, LLC	Inv Date 10/17/08 - Set Roof Trusses	\$169.17		\$72,136.19
11/07/2008	TRUST	Gifford Home Center	Material for Framing	\$8,571.88		\$63,564.31
11/12/2008	206620	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$62,155.98
11/26/2008	206818	Waste Management	Inv # 54661-1036-2 - Roll off container	\$599.31		\$61,556.67
12/03/2008	16864	Overhead Door Options	Inv # 8003 - Garage Doors	\$404.16		\$61,152.51
12/03/2008	16866	Gifford Home Center	Inv # 662-3 - Material for Trim and Windows	\$5,730.86		\$55,421.65
12/03/2008	16875	KCL Windows and Siding, LLC	Inv # 120108-2 - Gutters and Downspouts	\$283.34		\$55,138.31
12/03/2008	16885	Brunelle and Whitman, LLC	Deposit per plumbing contract	\$2,000.00		\$53,138.31
12/05/2008	17137	Brunelle and Whitman, LLC	Deposit per heating contract	\$2,850.00		\$50,288.31
12/08/2008	TRUST	United Rentals	Invoices #77562413-002	\$124.00		\$49,104.31
12/08/2008	TRUST	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$47,695.98
12/10/2008	17242	Brunelle and Whitman, LLC	Plumbing Permit Fee	\$80.00		\$47,615.98
01/07/2009	207372	Harvey Industries Inc.	Customer #40190887-000 materials for siding	\$2,764.48		\$44,851.50
01/07/2009	207375	Brunelle and Whitman, LLC	Inv Date 05/14/08 - Heating/Plumbing Rough-in	\$2,425.00		\$42,426.50
01/08/2009	TRUST	JC Masonry	Inv Date 01/02/09 - Shoveled Decks	\$40.00		\$42,386.50
01/30/2009	207671	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$40,978.17
02/08/2009	TRUST	Hutchins Electric	Dep rough electrical	\$5,666.68		\$35,311.49
02/11/2009	208320	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$33,903.16
02/18/2009	208378	Life Safety Fire Protection	Inv 6536 Unit 35 - sprinkler system	\$833.34		\$33,069.82
02/27/2009	208427	Life Safety Fire Protection	Inv #6550 Sprinkler install progress thru 2/13	\$600.00		\$32,469.82
03/08/2009	TRUST	Life Safety Fire Protection	Inv # 6574 - Rough Install - Sprinklers (Complete)	\$1,046.66		\$31,423.16
03/13/2009	209160	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$30,014.83
03/18/2009	209193	Life Safety Fire Protection	Inv # 6508 - Sprinkler System	\$333.33		\$29,681.50
03/27/2009	209272	Home Energy Products	Inv Date 03/13/09 - AC Rough	\$1,200.00		\$28,481.50
04/08/2009	TRUST	Page Street Storage Leasing, LLC	Inv # 58469	\$70.00		\$28,411.50
05/08/2009	TRUST	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$27,003.17
06/08/2009	TRUST	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$25,594.84
06/10/2009	19966	Good Earth Unit 35	Borrower Payment	\$1,408.33		\$24,186.51
07/08/2009	TRUST	Brunelle and Whitman, LLC	Invoice date 6/4/09 gas line for fireplace	\$237.50		\$23,949.01
		Good Earth Unit 35	Borrower Payment	\$1,408.33		\$22,540.68

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LOAN MASTER REPORT

Transaction Date	Check/Deposit	Description	Amount Paid	Amount Received	Balance
07/08/2009	210007	Absolute Septic & Portable Toilets		\$86.00	\$23,545.98
08/06/2009	TRUST	Good Earth Unit 35	Invoice #1046 toilet rental 7/2-7/30 Borrower Payment	\$1,408.33	\$22,137.65
				\$107,862.35	\$130,000.00

LOAN NO.	BORROWER NAME	DATE DUE	TOTAL PAYMENT	FEES	INTEREST	PRINCIPAL	OTHER	PRINCIPAL BAL.
48162	Good Earth Unit 35	10/01/2009	\$704.16	\$0.00	\$704.16	\$0.00	\$0.00	\$65,000.00
			\$704.16	\$0.00	\$704.16	\$0.00	\$0.00	

CHECK NO.	COUNSELOR	INVESTOR NO.	CHECK DATE	CHECK AMOUNT	YTD INTEREST
20577			10/08/2009	John Boender	

LENDER

John Boender
 PO Box 267
 West Friendship MD 21794

CL AND M, INC.
 SERVICE ACCOUNT
 P.O. BOX 1633
 MEREDITH, NH 03253

THIS DOCUMENT HAS A TRUE DOCUCHECK™ WATERMARK AND CAN BE SEEN WHEN HELD TO LIGHT. THIS PAPER IS ALTERATION PROTECTED.

CL AND M, INC.
 SERVICE ACCOUNT
 P.O. BOX 1633
 MEREDITH, NH 03253

CITIZENS BANK
 NEW HAMPSHIRE
 54-153/114(419)

No. 020577

CHECK NO.

20577

DATE AMOUNT

10/8/2009 \$704.16

—Seven Hundred Four and 16/100—

Diane N. Smith

PAY John Boender
 TO THE PO Box 267
 ORDER OF West Friendship MD 21794

THIS PAPER CONTAINS VISIBLE AND INVISIBLE FIBERS FACE AND BACK WHICH FLUORESCUE UNDER ULTRAVIOLET LIGHT.

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LOAN NO.	BORROWER NAME	DATE DUE	TOTAL PAYMENT	FEES	INTEREST	PRINCIPAL	OTHER	PRINCIPAL BAL.
48162	Good Earth Unit 35	10/01/2009	\$704.17	\$0.00	\$704.17	\$0.00	\$0.00	\$65,000.00
			\$704.17	\$0.00	\$704.17	\$0.00	\$0.00	

CHECK NO.	COUNSELOR	INVESTOR NO.	CHECK DATE	CHECK AMOUNT	YTD INTEREST
20578			10/08/2009	SSST	Stephen Simons

LENDER
 Stephen Simons
 6336 Sun High Place
 Columbia MD 21045

CL AND M, INC.
 SERVICE ACCOUNT
 P.O. BOX 1633
 MEREDITH, NH 03253

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CL AND M, INC.
 SERVICE ACCOUNT
 P.O. BOX 1633
 MEREDITH, NH 03253

CITIZENS BANK
 NEW HAMPSHIRE
 54-153/114(419)

No. 020578

CHECK NO.
 20578

DATE	AMOUNT
10/8/2009	\$704.17

Seven Hundred Four and 17/100

Diane A. Smith

PAY TO THE ORDER OF Stephen Simons
 6336 Sun High Place
 Columbia MD 21045

THIS PAPER CONTAINS VISIBLE AND INVISIBLE FIBERS FACE AND BACK WHICH FLUORESCENCE UNDER ULTRAVIOLET LIGHT.

⑈020578⑈ ⑆011401533⑆ 3304037383⑈