

PROMISSORY NOTE

\$550,000.00

_____, 2017

FOR VALUE RECEIVED, the undersigned ("Maker"), BlueLight Communications LLC and Stratus Communications LLC, hereby promises to pay to the order of the RUSSELL S. KIMBLE AND PATRICIA J. ANDERSON PARTNERSHIP, ("Holder"), at 1395 Seabury, Victor, NY 14564, or at such other place or to such other party, including a bank or other lending institution, as the Holder of this Note may from time to time designate in writing, the principal sum of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00) together with interest at the rate of six percent (6%) APR on the balance of principal remaining unpaid from time to time as follows:

Payment of principal and interest hereunder shall commence on _____, 2017. Payments under the Note will be \$1,000.00 for the first 3 months of operation and \$3,053.00 for months 4, 5 & 6. Payments of \$6,106.00 will begin in month seven (7) and continue until the 60th month at which time the full balance will be paid as a balloon payment. Payments are to be made on the first (1st) of each month. Any payment made after the 10th of any month shall be considered late. A late payment fee of 5% of such payment will be charged against any late payment. The Maker may at any time prepay all or any part of the principal indebtedness evidenced by this Note, without premium or penalty.

This Note shall be personally guaranteed by the principals of the Maker who have signed a Guaranty as of the date of this Promissory Note.

This note may be assigned by Holder. This note may be assigned by Maker only upon written consent of Holder.

The term "Applicable Interest Rate" as used in this Note shall mean ___% per annum.

Upon default in payment of any sum when due under this Note, which default continues for three (3) months, the entire principal sum hereof and accrued but unpaid interest hereon may, at the sole option of the Holder hereof, be declared at once due and payable, time being of the essence of this obligation.

If this Note is placed in the hands of an attorney for collection, whether suit be brought or not, reasonable attorneys' fees and expenses in addition to the amount due hereon shall, to the extent permitted by law, be collectible herewith upon demand by the Holder of this Note.

Overdue payments of interest or principal hereunder shall bear interest at the rate of five percent (5%) per annum in excess of the Applicable Interest Rate, or the maximum rate permitted by law, whichever is less, until paid.

All parties to this Note, whether principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, notice of protest and notice of dishonor.

This Note shall be construed in accordance with the laws of the State of New York.

In the event any one or more of the provisions contained in this Note or any other document executed in connection herewith shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Note, or any other such document; and this Note and such other document shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein.

This Note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

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

MAKER

BLUELIGHT COMMUNICATIONS LLC

By _____
Lester Pace, Member

By _____
Manny Bella, Member

STRATUS COMMUNICATIONS LLC

BY _____
LESTER PACE, MEMBER

BY _____
MANNY BELLA, MEMBER