OPEN-END PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

THIS OPEN-END MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES dated as of September 28th, 2007 made by **MERIDEN PROPERTIES, LLC**, having an address at 163 Pratt Street Meriden, CT 06450-4250 (the "Mortgagor"), to **THE CURTIS CORPORATION**, having an address at 993 Hamilton Avenue, Watertown, Connecticut 06795 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a Purchase Money Note of even date, ~~a copy of which is attached hereto as Exhibit A (the "Note"),~~ in the original principal amount of Two Hundred Sixty Thousand and 00/100 Dollars ($260,000.00).

NOW, THEREFORE, as security for the obligations of Mortgagor pursuant to the Note, Mortgagor does hereby give, grant, bargain, sell, assign, and confirm unto Mortgagee, its successors and assigns forever, a certain piece or parcel of land, together with all buildings and other improvements now existing or hereafter erected thereon, located in the Town of Meriden, Connecticut, as more particularly described in Exhibit B annexed hereto and made a part hereof (the "Premises").

Together with the appurtenances and hereditaments appertaining thereto and the following property and rights (the Premises, together with such property and rights, being sometimes hereinafter referred to collectively as the "Mortgaged Property"):

(a) All right, title and interest of Mortgagor in and to the land lying in the bed of any street, road, avenue or alley opened or proposed, in front of or adjoining the Premises and in and to any and all rights, easements, privileges, tenements, hereditaments or appurtenances, belonging or in any way appertaining thereto and any right of reversion or reversions, remainder or remainders, belonging or in any way appertaining thereto, including specifically but without limitation, any after-acquired title, interest, property, claim and demand whatsoever, either at law or in equity of Mortgagor of, in or to any of the above; and

(b) All rents, proceeds and profits accruing from the Premises or any part thereof; and

(c) Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property or any easements or as a result of (i) the exercise of the right of eminent domain either permanent or temporary, (ii) the alteration of the grade of any street or highway, or (iii) any other injury to or decrease in the value of the Mortgaged Property, or any part thereof, arising from the condemnation of all or any part of the Mortgaged Property, including severance and consequential damages, and (iv) any reacquisition by any redevelopment or other municipal authority of any portion of the Mortgaged Property pursuant to any right of reacquisition reserved by such agency in or as the result of any redevelopment plan or agreement; to the extent of all amounts which are secured by this Mortgage at the date of any such awards, and all reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such awards or payments, which awards and payments are hereby assigned to Mortgagee.

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property, with the privileges and appurtenances thereof, unto it, Mortgagee, its successors and assigns forever, to its and their own proper use and behoof. And also Mortgagor does for itself, its successors and assigns, covenant with Mortgagee, its successors and assigns, that at and until the ensealing of these presents, it is well seized of the Mortgaged Property as a good indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as is above written, and that the same is free from all encumbrances whatsoever, except as set forth in Mortgagee's title insurance policy delivered by Mortgagor to Mortgagee.

AND FURTHERMORE, Mortgagor does by these presents, bind itself, its successors and assigns, forever to warrant and defend the above granted and bargained Mortgaged Property to Mortgagee, its successors and assigns, against all claims and demands whatsoever, except as stated in such title policy.

THIS IS AN "OPEN END MORTGAGE" THAT PROVIDES MORTGAGEE THE PROTECTION TO WHICH THE HOLDER OF AN OPEN END MORTGAGE IS ENTITLED UNDER CONNECTICUT LAW, INCLUDING SECTION 49-2c OF THE CONNECTICUT GENERAL STATUTES. THIS MORTGAGE SHALL SECURE ANY ADDITIONAL LOANS AS WELL AS ANY AND ALL PRESENT AND FUTURE ADVANCES AND RE-ADVANCES UNDER THE LIABILITIES MADE BY MORTGAGEE TO OR FOR THE BENEFIT OF MORTGAGOR OR THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) PRINCIPAL, INTEREST, LATE CHARGES, FEES, AND OTHER AMOUNTS DUE UNDER THE LIABILITIES OR THIS MORTGAGE; (B) ALL ADVANCES BY MORTGAGEE TO MORTGAGOR OR ANY OTHER PERSON TO PAY COSTS OF ERECTION, CONSTRUCTION, ALTERATION, REPAIR, RESTORATION, MAINTENANCE, AND COMPLETION OF ANY IMPROVEMENTS ON THE PROPERTY; (C) ALL ADVANCES MADE OR COSTS INCURRED BY MORTGAGEE FOR THE PAYMENT OF REAL ESTATE TAXES, ASSESSMENTS, OR OTHER GOVERNMENTAL CHARGES, MAINTENANCE CHARGES, INSURANCE PREMIUMS, APPRAISAL CHARGES, ENVIRONMENTAL INSPECTION, AUDIT, TESTING, OR COMPLIANCE COSTS, AND COSTS INCURRED BY MORTGAGEE FOR THE ENFORCEMENT AND PROTECTION OF THE PROPERTY OR THE LIEN OF THIS MORTGAGE; AND (D) ALL LEGAL FEES, COSTS, AND OTHER EXPENSES INCURRED BY MORTGAGEE BY REASON OF ANY DEFAULT OR OTHERWISE IN CONNECTION WITH THE LIABILITIES; AND

Mortgagor does for itself and its successors and assigns, covenant and agree as follows with Mortgagee, its successors and assigns, for so long as any part of the debt evidenced by the Note (the "Mortgage Debt") remains unpaid:

1. **Payments**. Mortgagor shall ensure the payments required by the Note and hereunder are made at the times and in the manner therein or herein provided, in such lawful money of the United States of America as shall be legal tender in payment of all debts and dues, public and private, at the time of such payment, and shall pay promptly before the same shall become delinquent all taxes and assessments of any kind that may be levied upon said Premises or any part thereof, or on the interest of Mortgagor in said Premises.

2. **Liability and Other Insurance**. Mortgagor shall carry and maintain such liability and casualty insurance, including all risk 100% replacement cost coverage for all improvements, as may be required from time to time by Mortgagee, in forms, amounts and with companies satisfactory to Mortgagee. Certificates of such insurance, accompanied by evidence of the full payment of the premium therefor, shall, if requested by Mortgagee, be deposited with Mortgagee within ten (10) days of such request.

3. **Protection of Lien**. Mortgagor shall execute and deliver to Mortgagee from time to time on demand by Mortgagee all documents (including security agreements, deeds, conveyances, assignments, transfers, notices, written assurances and Uniform Commercial Code financing statements) and do all such other acts and things which Mortgagee deems reasonably necessary to protect or perfect its lien and mortgage upon the Mortgaged Property. Mortgagor shall pay all costs, charges and expenses, including reasonable attorneys' fees, incurred by Mortgagee in any foreclosure or other legal proceeding for the collection of the debt evidenced by the Note (the "Mortgage Debt"), in protecting this Mortgage as a lien on the Mortgaged Property (subject only to the liens described in the title policy delivered to and accepted by Mortgagee on this date), or in any other litigation or controversy arising from or connected with this Mortgage, any related agreement, instrument or document or the Mortgage Debt. Mortgagee acknowledges that this mortgage shall be subject and subordinate to any first mortgage on the Premises now or hereafter encumbering the Premises and by its acceptance of this mortgage, Mortgagee agrees to execute any document required by Mortgagor or its lender to evidence such subordination, including, without limitation, any standstill agreement.

4. **Condemnation**. Mortgagor shall give Mortgagee immediate written notice of the actual or threatened commencement of any eminent domain or condemnation proceedings affecting all or any part of the Mortgaged Property. In case the whole or any part of the Mortgaged Property shall be taken by the exercise of the right of condemnation or eminent domain or by agreement between Mortgagor and those authorized to exercise such right, all awards and other monies payable to Mortgagor on account of such taking shall be deposited with Mortgagee. Mortgagee shall have the right to intervene and participate in any proceedings for and in connection with any taking referred to in this Paragraph 4, unless such intervention shall not be permitted by the court, in which event Mortgagor shall consult with Mortgagee in connection with such proceedings and Mortgagor shall not enter into any agreement for the taking of the Mortgaged Property or any part thereof, unless Mortgagee shall have consented thereto in writing. Notwithstanding any taking by eminent domain, alteration of the grade of the highway or street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to ensure the payment of interest as provided in the Note until any such award of payment shall have been actually received by Mortgagee and any reduction in the Mortgage Debt resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. Any such award or payment may, at the sole option of Mortgagee, be retained and applied in whole or in part by Mortgagee toward the payment of the Mortgage Debt, whether or not then due and payable.

5. **Compliance with Leases and Mortgagee's Approval of Leases**. Mortgagor shall keep, observe, perform and require all lessees, sublessees and tenants of all or part of the Premises to keep, observe and perform all of the covenants, agreements and provisions, whether in each case express or implied, of all present or future leases, if any, agreements, restrictions, covenants or public or private laws, regulations or orders affecting or in any way applicable to all or any portion of the Mortgaged Property required on their respective parts to be kept, observed or performed.

6. **Lease Ratification**. Mortgagor shall furnish to Mortgagee at any time and from time to time, upon demand by Mortgagee, a certificate as to any lease affecting the Mortgaged Property, which shall be executed by Mortgagor, which shall state that the lease is in full force and effect, there have been no material amendments of the lease or if there have been amendments identifying the same, that there are no material defaults under the lease (or if in default specifying such defaults), that the lessee is in possession of the portion of the Mortgaged Property subject to such lease, paying the full rental provided for in the lease, that no payments

made with respect to the lease have been made in advance except as may have been approved by Mortgagee and stating the date of commencement of the original lease term and the date of termination of the lease.

7. **Defaults Under Leases**. In the event Mortgagor declares a default under any lease of the Mortgaged Property or a portion thereof and Mortgagor terminates such lease as a result of such default, Mortgagor shall give written notice to Mortgagee, and upon request of Mortgagee, give to Mortgagee a true copy of each and every notice, summons, legal process, legal paper or other communication relating in any way to the termination of any such lease or to the eviction of such lessee.

8. **Assignment of Leases and Rents**. To further secure the indebtedness secured hereby, Mortgagor does hereby assign, transfer and set over unto Mortgagee all written and oral leases or any other agreements for the use and/or occupancy of the Mortgaged Property (collectively, sometimes referred to as the "Leases") and all the rents, issues and profits now due or which may hereafter become due under or by virtue of the Leases or any part thereof, which may have been heretofore or may be hereafter made or agreed to, together with any renewals or extensions thereof which may exist at any time or times in the future, whether or not recorded, it being the intention hereby to establish an absolute transfer and assignment of all of such Leases and agreements and all rents, issues and profits arising therefor. Mortgagor shall not, without the prior written consent of Mortgagee, receive or collect rent from any tenant or person in possession of the whole or any part of the Mortgaged Property more than thirty (30) days prior to the due date or accrual thereof, shall not modify any Leases, waive, release, reduce, discount or otherwise discharge or compromise any of said rents, or accept or consent to a surrender, cancellation, default or termination of said leases. Mortgagor shall not assign or pledge any of the rents, issues and profits of the Mortgaged Property. For so long as there is no default hereunder or the happening of an Event of Default under the Note, or any other instrument entered into pursuant thereto, Mortgagor may receive, collect and enjoy the rents, income and profits from the Mortgaged Property. At any time after a default hereunder or the happening of an Event of Default under the Note or any other instrument entered into pursuant thereto, Mortgagee or its agents shall have the right to enter into and upon the Mortgaged Property, and take possession thereof, and collect the rents, issues and profits therefrom, and to apply the same, after payment of reasonable collection, management and attorneys' fees, in reduction of the indebtedness secured hereby in such manner or proportion as Mortgagee may, in its sole discretion, determine. Nothing contained in this Paragraph 8, and no exercise by Mortgagee of its rights hereunder, shall constitute or be deemed to constitute Mortgagee as a mortgagee in possession in the absence of an actual entry into and taking possession of the Mortgaged Property. The rights granted to Mortgagee hereunder are intended to be complementary to, and not in limitation of, any rights given to Mortgagee under a separate assignment of leases from Mortgagor to Mortgagee, if any.

9. **Subordination of Interests**. Mortgagor shall, upon request by Mortgagee, obtain from all persons hereinafter having or acquiring any interest in or encumbrance upon the Mortgaged Property, a writing, duly acknowledged, stating the nature and extent of such interest or encumbrance and that the same is subordinate to this Mortgage and deliver such writing to Mortgagee.

10. **Inspection of the Premises**. Mortgagee and its agents shall have the right at any time and from time to time, to inspect the Mortgaged Property and effect whatever reasonable repairs or replacements Mortgagee may require to maintain the Mortgaged Property in good condition.

11. **Security Agreement and Financing Statements**. Mortgagor (as Debtor) hereby grants to Mortgagee (as Creditor and Secured Party) a security interest in all personal property, including, but not limited to (a) all building materials, supplies and other property for incorporation into the Improvements, (b) all fixtures, machinery, appliances, equipment and personal property of every nature whatsoever constituting part of the Mortgaged Property, (c) all of Mortgagor's contract rights in contracts and agreements now or hereafter existing with respect to the Mortgaged Property, including, without limitation, Mortgagor's general construction contracts and contracts with architects and engineers, (d) all of Mortgagor's right, title and interest in the remainder of the Mortgaged Property, and (e) all documents and instruments which provide evidence of Mortgagor's ownership of, and other rights and interests in, the foregoing property, including without limitation, purchase orders, invoices, bills of sale, bills of lading and warehouse receipts, which documents and instruments shall be pledged to and held by Mortgagee; provided, however, that upon Mortgagor's request Mortgagee shall turn over to Mortgagor so much of the aforedescribed documents as are necessary to enable Mortgagor to incorporate such property into the Improvements. **The address of the Debtor/Mortgagor is [MERIDEN PROPERTIES]** LLC CUC 163 PRATT ST MERIDEN **and of the Secured Party/Mortgagee is THE CURTIS CORPORATION 993 Hamilton Avenue, Watertown, Connecticut 06795.**

This Mortgage is a self-operative security agreement with respect to the Mortgaged Property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Uniform Commercial Code.

12. **Events of Default**. Any one or more of the following shall constitute an Event of Default under the Mortgage and the Note:

(a) **Failure to Pay Indebtedness**. Failure of Mortgagor to make one or more payments required by the Note when due, or to pay any indebtedness incurred in connection with, evidenced by or secured by this Mortgage or any Loan Documents ("Loan Documents" shall mean the Note, any loan agreement, the title policy delivered by Mortgagor to Mortgagee in connection with the Mortgage Debt, all Uniform Commercial Code financing statements, and all affidavits, certifications and other documents and instruments delivered to or required by Mortgagee to evidence or secure the Mortgage Debt) or any other obligation of Mortgagor to Mortgagee.

(b) **Failure to Pay Expenses**. Failure of Mortgagor to pay the amount of any costs, expenses or fees (including counsel fees) of Mortgagee, as required by any provision of this Mortgage, the Note, or any other Loan Documents.

(c) **Payment of Taxes and Insurance**. Failure to pay any tax or insurance premium required hereunder when the same shall be due or to exhibit to Mortgagee, within ten (10) days after the date called for, receipts showing payment of any tax or insurance premium required hereunder.

(d) **Failure to Make Capital Improvements and/or Maintain**. Failure to make capital improvements to the Premises (exclusive of furniture, fixtures and equipment constituting personal property) having a value of not less that $60,000 prior to the first anniversary of this Mortgage and/or failure to maintain the Premises in good repair and in accordance with the terms of this Mortgage.

(e) **Failure to Comply with Governmental Authority**. Failure to comply within the time specified in any order, notice, law, ordinance, or regulation, or, if not so specified within three (3) months from the issuance thereof, with any requirements or order or notice of violation or ordinance issued by any governmental authority claiming jurisdiction over the Mortgaged Property.

(f) **Changes in Tax Laws**. The passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby, if Mortgagor cannot or does not pay the same.

(g) **Breach of Covenant**. Failure of Mortgagor to comply with or perform any warranty, representation, covenant, or agreement contained herein, in the Note or in any Loan Document given by or agreement made by Mortgagor as security for the Note.

(h) **Involuntary Bankruptcy**. The institution of any bankruptcy, reorganization or insolvency proceedings against Mortgagor, any guarantor of the Note, or any other owner of the Mortgaged Property or the appointment of a receiver or a similar official with respect to any part of the Mortgaged Property (other than a leasehold therein) or all or a substantial part of the properties of Mortgagor, as such guarantor, or other owner of the Mortgaged Property and a failure to have such proceedings dismissed or such appointment vacated within a period of ninety (90) days from the first date of entry thereof.

(i) **Voluntary Bankruptcy**. The institution of any voluntary bankruptcy, reorganization or insolvency proceedings by Mortgagor, any guarantor, or other owner of the Mortgaged Property, or the appointment of a receiver or a similar official with respect to any part of the Mortgaged Property (other than a leasehold therein) or all or a substantial part of the properties of Mortgagor or other owner of the Mortgaged Property.

(j) **Transfer or Encumbrance of Title**. Without the express written consent of Mortgagee, which consent may be withheld by Mortgagee in its sole discretion: (i) the transfer of title to the Mortgaged Property or any part thereof or interest therein; (ii) the creation of any additional financing upon the Mortgaged Property, or the encumbrance of all or any part of the Mortgaged Premises; or (iii) the conveyance of the Mortgaged Property in any manner whatsoever, whether voluntarily or involuntarily.

(k) **Inaccuracy of Loan Documents**. The existence of any material inaccuracy in any of the financial statements, certificates or in any other information furnished by or to be furnished by Mortgagor to Mortgagee pursuant to the provisions of this Mortgage or furnished or to be furnished to Mortgagee to induce Mortgagee to make the Loan evidenced by the Note.

(l) **Default Under Encumbrances**. The occurrence of a default under any encumbrance affecting all or any portion of the Mortgaged Property, or any other event permitting acceleration of the maturity of any indebtedness secured thereby or any other such default or event with respect to any other indebtedness of Mortgagor to Mortgagee. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any such default or event.

(m) **Assignment**. If Mortgagor shall agree to, or execute, any assignment of any Loan Document.

(n) **Involuntary Liens**. If a writ of execution or attachment shall be levied against any part of the Mortgaged Property, or other collateral covered by the Loan Documents

and such execution or attachment is not released, satisfied or vacated within ninety (90) days after its entry or levy.

13. **The Right of Mortgagee to Cure Default**. Upon the default by Mortgagor in the performance of any of the terms, covenants and conditions contained herein, or the happening of an Event of Default, Mortgagee may, at its sole option, whether or not electing to declare the Mortgage Debt due and payable, cure any such default to the extent it chooses to do so and such act by Mortgagee shall not constitute a waiver of any such default. Any amount paid or advanced by Mortgagee in connection with curing of any such default and all costs, charges or expenses incurred by Mortgagee in connection therewith, including reasonable attorneys' fees, shall bear interest at the highest rate set forth in the Note, shall be payable by Mortgagor to Mortgagee on demand and shall be secured by this Mortgage.

14. **Rights in Event of Default**. In addition to and not by substitution or limitation of all or any of the rights Mortgagee has hereunder, under the Note or any other instrument entered into pursuant thereto, and under the law, subject to the rights of any prior mortgage holder, in the event of any default hereunder or the happening of an Event of Default, Mortgagee or its agents may (i) upon proceedings being commenced for the foreclosure of this Mortgage apply for the appointment of a receiver of rents and profits of the Mortgaged Property without notice and Mortgagee shall be entitled to the appointment of such receiver as a matter of right without consideration of the value of the Mortgaged Property as security of the amounts due Mortgagee or the solvency of any person or persons liable for the payment of such amounts; (ii) enter into and upon all or any part of the Mortgaged Property and each and every part thereof, and having and holding the same, may use, operate, manage and control the Mortgaged Property and lease, sublease and grant rights of possession, all on such terms and conditions as Mortgagee deems advisable. Mortgagee may make all necessary or proper repairs, renewals and replacements and such alterations, additions, betterments and improvements to the Mortgaged Property as it may, in its sole discretion, from time to time deem advisable; and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Property and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise, as Mortgagee shall deem advisable; and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Premises and every part thereof and after deducting the expenses of managing and operating the Mortgaged Property and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, improvements and amounts necessary to pay for taxes, assessments, insurance and prior to other proper charges upon the Mortgaged Property or any part thereof and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, Mortgagee shall apply the proceeds arising as aforesaid, wholly or in part, to the payment of the Mortgage Debt or to return such proceeds to Mortgagor; as Mortgagee shall in its sole discretion, determine.

15. **Sale in Parcels**. In the case of any sale by foreclosure, the Mortgaged Property may be sold (but Mortgagee shall not be required so to do) in one or more parcels.

16. **Partial or Late Payments**. The acceptance by Mortgagee of partial or late payments hereunder or under the Note shall not constitute a waiver of any default whatsoever or right or remedy of Mortgagee.

17. **Remedies Cumulative**. The rights and remedies of Mortgagee herein provided are cumulative and the holder of each and every obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage, and no enumerated or special rights or powers herein shall be

construed to limit in any manner any grant of general rights or powers or to take away or limit any and all rights of Mortgagee under the laws of the State of Connecticut.

18. **Partial Release and No Waiver of Future Default**. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding at that time any inferior liens thereon, may release any part or piece of the Mortgaged Property or any person primarily or contingently liable for the Mortgage Debt or any part thereof, may agree to extend the time for payment thereof, may take other or additional security for the payment thereof, or may waive or fail to exercise any right granted herein, or in the Note or in any related instrument, agreement or document without in any way affecting the priority of the lien of this Mortgage upon any part of the security not expressly released, or in any way releasing Mortgagor or any guarantor of the Mortgage Debt under any covenant of this Mortgage or of the Note, or in any way precluding Mortgagee from exercising any right, power or privilege herein granted or intended to be granted. Mortgagee shall not be compelled to release, or be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Mortgaged Property, unless the entire debt secured hereby shall be paid in lawful money as aforesaid; and shall not be required to accept any part or parts of the Mortgaged Property as distinguished from the whole thereof, as payment of or upon the Mortgage Debt to the extent of the value of such part or parts; and shall not be compelled to accept or allow any apportionment of such debt to or among any separate parts of the Mortgaged Property.

19. **Time of the Essence**. Time and punctuality shall be of the essence of this instrument, but no delay or failure of Mortgagee to enforce any of the provisions herein and no conduct, statement or agreement of Mortgagee which might otherwise alter, change or waive any of the provisions herein, shall waive or change any of Mortgagee's rights hereunder or prevent Mortgagee from enforcing such rights, unless and only to the extent such waiver, change or agreement shall be clearly expressed in a writing signed by Mortgagee.

20. **Liability of Mortgagee**. In the exercise of the powers herein granted Mortgagee with respect to the Mortgaged Property, no liability shall be asserted and enforced against Mortgagee, all such liability being expressly waived or released by Mortgagor, except to the extent the same arises out of Mortgagee's negligence.

21. **Uniform Commercial Code**. This Mortgage shall be deemed to be a security agreement under Article 9 of the Uniform Commercial Code of Connecticut for any portion of the Mortgaged Property specified herein which may be subject to a security interest pursuant to said Article 9. In addition to any other rights and remedies, upon the occurrence of any default whatsoever, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code of Connecticut.

22. **Captions**. The captions for the paragraphs of this Mortgage are for convenience only, form no part hereof and shall not be deemed or interpreted to affect the meaning or construction of any term, covenant, agreement or condition of this Mortgage.

23. **Invalidity of Any Provision**. If any clause or provision herein contained would operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be of no effect, and the remainder of this Mortgage shall remain operative and in full force and effect.

24. **Connecticut Law to Govern**. This Mortgage, the rights and obligations of the parties hereunder and the Mortgage Debt shall be construed and enforced according to the laws of the State of Connecticut.

25. **Notice**. The mailing of a written notice addressed to Mortgagor at the Premises by certified mail shall be sufficient notice in any case arising hereunder.

26. **Successors and Assigns**. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

27. **Financial Statements**. From time-to-time upon reasonable request of Mortgagee, Mortgagor shall, and shall cause each party comprising a maker and a guarantor of the Note to provide financial information to Mortgagee, including, without limitation, a balance sheet and profit and loss statement dated not earlier than 90 days prior to each such request.

IN WITNESS WHEREOF, Mortgagor has hereunto set his hands as of this 28th day of September, 2007.

MORTGAGOR:

MERIDEN PROPERTIES LLC

By: _____
Christopher Z. Komondy
Its: Property Manager

_____
Christina P. Burnham

_____
William R. Crowe

STATE OF CONNECTICUT)

ss. Old Saybrook

COUNTY OF MIDDLESEX)

On this 28th day of September, 2007, personally appeared Christopher Z. Komondy, as **Property Manager** of **MERIDEN PROPERTIES LLC,** signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such member, before me.

_____
Christina P. Burnham
Commissioner of the Superior Court

SCHEDULE A

All those certain pieces or parcels of land, with the buildings and improvements thereon, situated in the City of Meriden, County of New Haven and State of Connecticut, more particularly bounded and described as follows:

PARCEL 1 - 103 and 105 TWISS STREET; 153 PRATT STREET: All those certain pieces or parcels of land, together with any improvements thereon, known as No. 103 Twiss Street, 105 Twiss Street and 153 Pratt Street, situated in the City of Meriden, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Property of Lucy Pepe Twiss Street and Pratt Street Meriden, Conn., June 1948, Scale 1" = 10' H.E. Daggett Civil Engineer, Meriden, Conn.", on file in the Meriden Town Clerk's Office, and more particularly bounded and described as follows:

NORTHERLY: by Pratt Street, as shown on said map, 58.24 feet;

EASTERLY: by land now or formerly of Curtiss Way Corporation, as shown on said map, 150.3 feet;

SOUTHERLY: by land now or formerly of Mary and Martin Marosz, 60 feet; and

WESTERLY: by Twiss Street, as shown on said map, 128.5 feet.

PARCEL 2 - 163 PRATT STREET: All that certain piece or parcel of land, with all the improvements thereon, situated in the City of Meriden, County of New Haven and State of Connecticut, bounded and described as follows:

NORTHERLY: on Pratt Street, on land now or formerly of Anthony J. and Nellie K. Magnoli, and land now or formerly of Shirley S. Flamer, each in part;

EASTERLY: on land now or formerly of Anthony J. and Nellie K. Magnoli, and on land now or formerly of the City of Meriden, each in part;

SOUTHERLY: on land now or formerly of the City of Meriden, on land now or formerly of Mary Grabowski and John Ostrowski, and land now or formerly of Mary Marosz, each in part;

WESTERLY: on land now or formerly of Mary Grabowski and John Ostrowski, on land now or formerly of Mary Marosz, and land now or formerly of Lucy Pepe, each in part.

Said land having a frontage of 102 feet, more or less, on Pratt Street

PARCEL 3 - 171 PRATT STREET: All that certain piece or parcel of land with the buildings and improvements thereon, situated in the City of Meriden, County of New Haven and State of Connecticut, known as 171-175 Pratt Street and shown on a map entitled "Map Showing Property of Frank J. Sarafin located on Pratt Street, Meriden, Connecticut Surveyed & Drawn by Philip A. Merian Reg. Prof. Engr. Conn. 1319 Scale 1"=10'", which map is on file in the Meriden Town Clerk's Office, further bounded and described as follows:

NORTHERLY:	by Pratt Street, as shown on said map, 58.5 feet;
EASTERLY:	by land now or formerly of John B. Franz, as shown on said map, 118.3 feet;
SOUTHERLY:	by land now or formerly of the Curtis Way Corp., as shown on said map, 24.1 feet;
WESTERLY:	by said land now or formerly of the Curtis Way Corp., 3.05 feet;
SOUTHERLY: (again)	by said land now or formerly of the Curtis Way Corp., 31.25 feet; and
WESTERLY: (again)	by said land now or formerly of the Curtis Way Corp., 93.6 feet

PARCEL 4 - 177 PRATT STREET: A certain piece or parcel of land, with all the buildings and improvements thereon, situated in the City of Meriden, County of New Haven and State of Connecticut, known as 177 Pratt Street, and bounded and described as follows:

NORTHERLY:	on Pratt Street, 67 feet, more or less;
EASTERLY:	on the proposed Benham Avenue,1 43.4 feet, more or less;
SOUTHERLY:	by land now or formerly of Eastern Color Print-Curtis Way Incorporated, 48.7 feet, more or less; and
WESTERLY:	by land now or formerly of Anthony J. and Nellie K. Magnoli, 116.41 feet, more or less.

SAID PREMISES ARE SUBJECT TO:

1. Building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances affecting said premises.

2. Taxes on the October 1, 2006 tax list.

3. Tenants in possession.

RECEIVED FOR RECORD 10/1/07 AT 5:46
CITY CLERK IRENE G. MASSÉ, MMC