GUARANTY AGREEMENT

This **GUARANTY AGREEMENT**, effective as of September 28th, 2007, is by and between **CHRISTOPHER Z. KOMONDY**, an individual residing at 29 Liberty Street, Chester, CT ("Guarantor"), and **THE CURTIS CORPORATION**, a Connecticut corporation having a mailing address at 993 Hamilton Avenue, Watertown, Connecticut 06795 ("Lender").

WHEREAS, Lender has agreed to loan to Meriden Properties, LLC, a Wyoming limited liability company ("Borrower") TWO HUNDRED SIXTY THOUSAND DOLLARS ($260,000.00) pursuant to a certain Open-End Purchase Money Mortgage, Security Agreement and Assignment of Leases (the "Mortgage") and Purchase Money Note (the "Note") of even date herewith (collectively, the "Loan Documents"); and

WHEREAS, as a condition for executing the Loan Documents Lender has required that Guarantor guaranty the due payment and performance of Borrower's obligations to Lender under the Loan Documents; and

WHEREAS, Guarantor is Property Manager of the Borrower, and acknowledges that he will benefit directly and indirectly from the ability of Borrower to finance its operations through the arrangement described in the Loan Documents;

NOW THEREFORE, in consideration for the execution of the Loan Documents by Lender, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Guaranty**

Guarantor hereby irrevocably guarantees to Lender, the due and punctual payment of one hundred percent (100%) of the principal and interest due pursuant to the Note, when the same shall become due and payable, whether at maturity, by acceleration or otherwise (collectively, the "Guaranteed Obligations"). Notwithstanding the forgoing, in the event that Borrower is not then in default pursuant to the Loan Documents and Guarantor is not then in default hereunder on the first anniversary of the date of the Note, Guarantor's liability hereunder shall be reduced to one-half of the then outstanding principal balance of the Note, together with interest at the applicable date set forth in the Loan Documents, as well as all costs of collection of such amounts. Further, in the event that Borrower is not then in default and Guarantor is not then in default hereunder on the second anniversary of the Note, Guarantor shall have no further liability thereunder.

2. **Nature of Obligation**

This guaranty is a primary and original obligation of Guarantor and is an absolute, unconditional, continuing and irrevocable guaranty of payment and performance with respect to the Guaranteed Obligations and shall remain in full force and effect without respect to future changes in conditions, including change of law or any invalidity, unenforceability, or irregularity with respect to the issuance of any obligations of Borrower to Lender or with respect to the execution and delivery of any agreement between Borrower and Lender. Guarantor agrees that the liability of Guarantor hereunder shall be immediate and shall not be contingent upon the exercise or enforcement by Lender of whatever remedies it may have against Borrower, any other guarantor or others, or the enforcement of any lien or realization upon any security Lender may at any time possess.

3. **Representations and Warranties of Guarantor**

(a) This Agreement has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms.

(b) Guarantor's execution, delivery and performance of Guarantor's obligations under this Agreement will not violate or constitute a breach of or a default under any provision of any agreement, instrument, document or judicial or governmental order to which Guarantor is a party or by which Guarantor may be bound or affected.

(c) No financial report or other information heretofore submitted by Guarantor or Borrower to Lender has contained any untrue statement of a material fact or has omitted to state a material fact necessary to make any such information not misleading.

(d) From time-to-time upon reasonable request from Lender, Guarantor shall provide Lender with reasonable financial information, including, without limitation, a copy of Guarantor's most recent federal and state income tax returns with all schedules.

4. **Marshaling and Return of Payments**

Guarantor consents and agrees that Lender shall be under no obligation to marshal or apportion any assets in favor of Guarantor, or against or in payment or performance of any or all of the Guaranteed Obligations. Guarantor agrees to pay all reasonable expenses incurred by Lender in connection with the protection, assertion or enforcement of its rights under this Guaranty Agreement, including, without limitation, court costs, collection charges and attorneys' fees and disbursements. Guarantor further agrees that to the extent Borrower makes a payment or payments to Lender, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required, for any of the foregoing reasons or for any other reason, to be recovered by, or repaid or paid over to, a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or rule of equity, then, to the extent of such payment or repayment, the Guaranteed Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made and Guarantor shall be primarily liable for such obligation.

5. **Recourse and Election of Remedies**

Lender shall have the right to seek recourse against Guarantor to the full extent provided for herein and in any other document or instrument evidencing obligations of Guarantor to Lender, and against Borrower to the full extent provided for in the Loan Documents or any other document or instrument evidencing or securing the Guaranteed Obligations, which right shall be absolute and shall not in any way be impaired, deferred or otherwise diminished by reason of any inability of Lender to claim any amount of interest, fees, costs, or charges from Borrower pursuant to §506(b) of the United States Bankruptcy Code, as amended (11 U.S.C. §506(b)). No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of Lender's right to proceed in any other form of action or proceeding, or against any other parties, or on any other obligation, unless Lender has expressly waived such right in writing with respect to a particular circumstance. Specifically, but without limiting the generality of the foregoing, no action or proceeding by Lender against Borrower or any other party, under any document or instrument evidencing or securing the

Guaranteed Obligations of Borrower to Lender shall serve to diminish the liability of any Guarantor except to the extent Lender fully and unconditionally realizes full payment and/or performance of the Guaranteed Obligations by such action or proceeding, notwithstanding the effect of any such action or proceeding upon Guarantor's right of subrogation or contribution against Borrower or any other party. Guarantor is fully aware of the financial condition of Borrower. Guarantor delivers this Guaranty based solely upon Guarantor's own independent investigation and in no part upon any representation or statement of Lender with respect thereto. Guarantor is in a position to and hereby assumes full responsibility for obtaining any additional information concerning Borrower's financial condition as Guarantor may deem material to Guarantor's obligations hereunder and Guarantor is not relying upon, nor expecting Lender to furnish to Guarantor any information in Lender's possession concerning Borrower's financial condition.

6. **Prejudgment Remedies**

Guarantor hereby acknowledges that the transaction of which this Guaranty Agreement is a part is a commercial transaction, and hereby waives his or her right to notice and hearing under Chapter 903a of the Connecticut General Statutes, or as otherwise allowed by any state or federal law, with respect to any prejudgment remedy which Lender may desire to use. Guarantor further waives his or her right to a jury trial in connection with any action arising under or relating to this Guaranty Agreement. Guarantor acknowledges that she makes these waivers knowingly and voluntarily.

7. **Miscellaneous**

(a) Notices. Any notice, request, acknowledgment, consent, or other communication which any party hereto is required or permitted to give to another party shall be in writing and shall be delivered personally, sent by registered or certified mail, return receipt requested, or sent by a recognized overnight delivery service to the recipient, in any such case at his or her address first stated above or, or at such other address of which she shall have given the other party or parties due notice hereunder. All notices duly given hereunder shall be deemed effective upon delivery.

(b) Waiver. The failure of any party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder, or of the future performance of any such term or condition.

(c) Amendment. This Guaranty Agreement may not be amended, modified or altered in any manner, except pursuant to the terms of a written instrument signed by Guarantor and Lender.

(d) Invalid Provision. The invalidity or unenforceability of any particular provision of this Guaranty Agreement shall not affect the other provisions hereof, and this Guaranty Agreement shall thereafter be construed in all respects as if such invalid or unenforceable provisions were omitted.

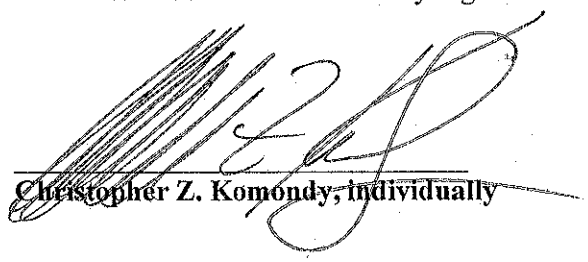
(e) Governing Law. This Guaranty Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without giving any effect to any choice or conflict of law provision or rule (whether of the State

of Connecticut or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

(f) Binding Nature. This Guaranty Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, personal representatives, heirs, devisees, guardians and permitted assigns.

* * * * *

IN WITNESS WHEREOF, the party hereto have executed this Guaranty Agreement as of the date first above written.



Christopher Z. Komondy, individually