

DISCRETIONARY LINE OF CREDIT AGREEMENT
AND
PROMISSORY NOTE

\$10,000,000

Date: 6/1/05

FOR VALUE RECEIVED, Scott D. Farah, with an address of P.O. Box 1404, Meredith, New Hampshire 03253 (the "Borrower"), promises to pay to the order of CL and M, inc. of P.O. Box 7603, Gilford, New Hampshire 03247 (the "Lender"), the amount of money advanced by Lender to Borrower hereunder up to the maximum principal sum of TEN MILLION DOLLARS (\$10,000,000), together with interest thereupon at the fixed rate of TEN PERCENT (10 %) per annum, payable as follows:

1. Borrower shall pay interest to the lender or assigns (if loan funds source is third party loan to lender, i.e., bank loan) on the outstanding principal at the rate of TEN percent (10 %) per annum on the outstanding principal balance at least annually by December 31 of each year.

2. Borrower shall make principal payments ON DEMAND.

3. The full amount of principal and accrued interest, together with any late charges, costs, charges, attorney's fees and expenses, shall be due on DEMAND (the "Maturity Date"), TIME BEING OF THE ESSENCE.

NOTWITHSTANDING THE FOREGOING, ALL AMOUNTS OF PRINCIPAL, INTEREST, LATE CHARGES, COSTS, CHARGES, ATTORNEY'S FEES AND EXPENSES SHALL BE DUE AND PAYABLE ON DEMAND OF THE HOLDER OF THIS NOTE.

Borrower and Lender agree that the principal sum shown above is the maximum amount of principal that can be borrowed under this note. The principal amount may be advanced to Borrower by Lender in multiple advances up to the maximum principal sum more than one time. *All advances shall be memorialized by a Note or Notes in Series of the Borrower.*

Lender may make advances to Borrower from time to time until the Maturity Date. Lender may in his/her sole and unfettered discretion refuse to make an advance loan to Borrower under this Line of Credit Agreement at any time.

Advance payments of principal or interest may be made at any time without premium or penalty to the lender or assigns (if loan funds source is a third party loan to lender, i.e., bank loan).

This note is secured by all of Scott Farah's assets, including his interest in any corporations and/or the business life insurance proceeds, including life insurance (to be assigned to CL&M) payable to Jeff Long, VP, or other officer, to settle business debts of Financial Resources and other business activities of Scott Farah), inventory, receivables, tools, and equipment, etc.

DEPOSITION
EXHIBIT
Farah 1
1/14/11 PC

All payments shall be made in lawful money of the United States of America.

No delay or omission on the part of the Lender or holder hereof in exercising any right hereunder against the Borrower shall operate as a waiver of such right or of any other right under this note. A waiver on any one occasion against the Borrower shall not be construed as a bar to or a waiver of such right and/or remedy on any future occasion.

The acceptance by the Lender or 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 payee or holder hereof under this note.

The Borrower agrees to pay on demand the reasonable fees of an attorney and all costs of collection in the event this note, while in default for any reason, is placed in the hands of an attorney for collection, whether or not foreclosure, setoff, or any other action was then, or is thereafter, instituted, at the discretion of the holder hereof. This right to costs and attorney's fees shall be reciprocal to the extent required by RSA Chapter 361-C.

This note constitutes a New Hampshire contract to be governed by the Laws of the State of New Hampshire. The undersigned hereby waives presentment for payment, demand and protest, notice of demand, protest, dishonor and of non-payment of this note; the liability of the Borrower hereunder shall remain unimpaired notwithstanding (1) any extension of the time of payment or other indulgence granted by the holder hereof, whether the same is granted to the Borrower or any guarantor or endorser of this note, or (2) the release of all or any part of the security of this note or the liability of any party who may be obligated hereon, either now or hereafter.

All notices to be given hereunder shall be given to the parties at the above addresses unless one party notifies the other of a change of address by certified mail, return receipt requested.

In the event any payment is not made when due, this note shall be considered to be in default, there expressly being NO GRACE PERIOD. Breach of any terms, conditions, or covenants contained in the Loan agreement and Security Instrument of even date which secure this note shall constitute a default of this note and give the Lender or holder hereof all rights and remedies created hereby, there expressly being NO GRACE PERIOD.

In the event any payment due hereunder is not paid within ten (10) days of the date it is due, the Lender may assess a late charge equal to FIVE PERCENT (5%) of the overdue payment amount, which late charge Borrower agrees to pay.

IN WITNESS WHEREOF, the Lender and Borrower has caused this Line of Credit Agreement to be executed on the day and year first above written.

BORROWER: Scott D. Farah



Borrower: Scott D. Farah

LENDER: CL and M, Inc.



Authorized: Donald E. Dodge president

NOTE IN SERIES

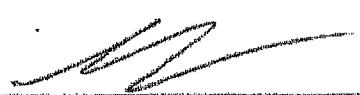
FOR VALUE RECEIVED, Scott D. Farah, of PO box 1404, Meredith, New Hampshire 03253, herein referred to as Maker or Borrower, promises to pay to the order of CL and M, Inc. of P.O. Box 7603, Gilford, New Hampshire 03247, herein referred to as Payee or Lender, on demand, the sum of \$20,348,321.43 Dollars (\$ _____), *TOTAL TO DATE* with interest thereon at the rate of ___ % payable no less than annually. Any interest balance due at the end of each calendar year shall compound at an additional 1% interest (annual rate) until the date paid.

TWENTY TWO
1. Series of Notes. This note is one of a series of notes, all of like tenor, except as to amount, issued and to be issued by Maker, amounting in the aggregate to not more than the principal sum of ~~TEN~~ MILLION DOLLARS (\$10,000,000), as authorized by the Discretionary Line of Credit Agreement and Promissory Note dated June 1, 2005. Said principal and interest are to be paid on demand, however, no later than 120 months commencing from the date of each credit distribution and/or note in series date, whichever is earlier.

2. Prepayment. Maker reserves the right at any time to prepay, in whole or in part, the principal or interest owing on any or all of the issued and outstanding notes of this series.

3. Record of Payments. Receipt of all payments on account, of principal and interest of this note, made by Maker prior to maturity may be documented by endorsement on the reverse side of this note.

Dated: 11.5.2009


Maker / Borrower: Scott D. Farah

PROMISSORY NOTES IN SERIES - Scott Farah to CL, Inc - 6/1/05

DATE	AMOUNT	DATE	AMOUNT	PD BACK
11/02/09	\$ 25,000.00			
10/29/09	\$ 40,000.00			
10/29/09	\$ 25,000.00			
10/26/09	\$ 20,000.00			
10/23/09	\$ 50,000.00			
10/19/09	\$ 20,000.00			
10/16/09	\$ 60,000.00			
10/02/09	\$ 10,000.00			
10/02/09	\$ 25,000.00			
10/01/09	\$ 60,000.00			
09/28/09	\$ 45,000.00			
09/24/09	\$ 25,000.00			
09/22/09	\$ 50,000.00			
09/18/09	\$ 25,000.00			
09/16/09	\$ 25,000.00			
09/09/09	\$ 52,800.00			
09/10/09	\$ 15,000.00			
09/10/09	\$ 20,000.00			
?	\$ 30,000.00			
09/02/09	\$ 63,000.00			
08/31/09	\$ 35,000.00			
08/27/09	\$ 20,000.00			
08/25/09	\$ 70,000.00			
08/21/09	\$ 20,000.00			
08/19/09	\$ 30,000.00			
08/14/09	\$ 50,000.00			
08/12/09	\$ 25,000.00			
08/10/09	\$ 25,000.00			
08/05/09	\$ 30,000.00			
07/31/09	\$ 25,000.00			
?	\$ 45,000.00			
07/27/09	\$ 20,215.00			
07/24/09	\$ 30,000.00			
07/23/09	\$ 55,000.00			
07/17/09	\$ 70,000.00			
07/15/09	\$ 50,000.00			
07/10/09	\$ 30,000.00			
07/09/09	\$ 20,000.00			
07/07/09	\$ 35,000.00			
07/02/09	\$ 40,000.00			
06/26/09	\$ 40,000.00			
06/23/09	\$ 110,657.43			
06/22/09	\$ 145,000.00			
06/19/09	\$ 95,000.00			
06/17/09	\$ 40,000.00			
06/15/09	\$ 30,000.00			
06/05/09	\$ 65,000.00			
05/27/09	\$ 70,000.00			
05/21/09	\$ 50,000.00			
05/19/09	\$ 20,000.00			
05/11/09	\$ 25,000.00			
05/04/09	\$ 68,500.00			
04/27/09	\$ 60,000.00			
04/24/09	\$ 81,200.00			
04/24/09	\$ 59,000.00			
04/23/09	\$ 60,000.00			
04/21/09	\$ 30,000.00			

PROMISSORY NOTES IN SERIES - Scott Farah to CL, Inc - 6/1/05

04/20/09	\$	40,000.00
04/15/09	\$	25,000.00
04/10/09	\$	40,000.00
04/06/09	\$	40,000.00
02/06/09	\$	25,000.00
02/03/09	\$	62,000.00
01/20/09	\$	30,000.00
01/16/09	\$	20,000.00
01/13/09	\$	45,000.00
01/07/09	\$	50,000.00
?	\$	72,000.00
12/19/08	\$	20,000.00
?	\$	75,000.00
?	\$	40,000.00
12/15/08	\$	60,000.00
12/05/08	\$	50,000.00
11/19/08	\$	95,000.00
11/16/08	\$	45,000.00
?	\$	100,000.00
10/27/08	\$	30,000.00
09/29/08	\$	30,000.00
09/24/08	\$	50,000.00
09/24/08	\$	50,000.00
09/15/08	\$	30,000.00
09/12/08	\$	35,000.00
09/12/08	\$	30,000.00
09/11/08	\$	50,000.00
08/27/08	\$	70,000.00
08/22/08	\$	30,000.00
08/20/08	\$	60,000.00
08/13/08	\$	25,000.00
08/12/08	\$	15,000.00
08/08/08	\$	60,000.00
08/01/08	\$	30,000.00
07/31/08	\$	51,000.00
07/29/08	\$	48,000.00
07/25/08	\$	40,000.00
07/22/08	\$	50,000.00
07/17/08	\$	50,000.00
07/08/08	\$	50,000.00
07/01/08	\$	50,000.00
06/12/08	\$	120,000.00
06/13/08	\$	29,000.00
06/13/08	\$	90,000.00
06/04/08	\$	180,000.00
05/20/08	\$	129,400.00
05/20/08	\$	25,000.00
05/13/08	\$	20,000.00
05/09/08	\$	30,000.00
05/06/08	\$	45,000.00
04/29/08	\$	55,000.00
04/24/08	\$	60,000.00
04/09/08	\$	50,000.00
03/28/08	\$	100,000.00
03/24/08	\$	50,000.00
03/20/08	\$	8,000.00

PROMISSORY NOTES IN SERIES - Scott Farah to CL, Inc - 6/1/05

03/20/08	\$	20,000.00
03/08/08	\$	80,000.00
03/03/08	\$	75,000.00
02/01/08	\$	42,500.00
02/15/08	\$	50,000.00
02/06/08	\$	125,000.00
01/31/08	\$	75,000.00
01/25/08	\$	40,000.00
12/31/07	\$	240,000.00
12/27/07	\$	50,000.00
12/21/07	\$	25,000.00
12/05/07	\$	150,000.00
12/04/07	\$	175,250.00
11/30/07	\$	20,000.00
11/16/07	\$	25,000.00
11/12/07	\$	16,000.00
11/12/07	\$	30,000.00
11/09/07	\$	100,000.00
11/01/07	\$	61,500.00
10/30/07	\$	60,000.00
10/25/07	\$	20,000.00
10/19/07	\$	100,000.00
10/11/07	\$	30,000.00
10/02/07	\$	50,000.00
10/01/07	\$	25,000.00
09/27/07	\$	25,000.00
09/19/09	\$	25,000.00
08/31/07	\$	100,000.00
08/23/07	\$	50,000.00
08/23/07	\$	25,000.00
08/20/07	\$	20,000.00
08/07/07	\$	40,000.00
08/03/07	\$	1,000,000.00
08/03/07	\$	82,000.00
07/30/07	\$	50,000.00
07/25/07	\$	45,000.00
07/19/07	\$	23,086.00
07/17/07	\$	22,000.00
07/17/07	\$	50,185.00
07/14/07	\$	50,000.00
07/06/07	\$	45,000.00
07/06/07	\$	300,000.00
06/27/07	\$	50,000.00
05/25/07	\$	25,000.00
05/23/07	\$	45,000.00
04/26/07	\$	75,000.00
03/21/07	\$	400,000.00
03/20/07	\$	50,000.00
03/16/07	\$	109,000.00
?	\$	56,000.00
?	\$	125,000.00
?	\$	155,000.00
?	\$	20,000.00
?	\$	105,000.00
?	\$	35,000.00
02/28/07	\$	70,000.00
?	\$	270,000.00
01/07/07	\$	50,000.00

PROMISSORY NOTES IN SERIES - Scott Farah to CL, Inc - 6/1/05

?	\$	55,000.00
01/07/07	\$	83,000.00
01/07/07	\$	50,000.00
12/22/06	\$	106,000.00
?	\$	10,000.00
?	\$	35,000.00
11/21/06	\$	75,000.00
10/11/06	\$	100,000.00
08/23/06	\$	47,000.00
08/22/06	\$	27,000.00
08/17/06	\$	24,000.00
08/17/06	\$	50,000.00
08/16/06	\$	15,000.00
08/15/06	\$	3,000.00
08/14/06	\$	23,000.00
08/14/06	\$	20,000.00
08/09/06	\$	50,000.00
08/02/07	\$	17,000.00
07/31/06	\$	36,866.00
07/17/06	\$	47,000.00
?	\$	40,000.00
06/28/06	\$	250,000.00
06/16/06	\$	100,000.00
06/09/06	\$	100,000.00
06/01/06	\$	200,000.00
05/22/06	\$	150,000.00
05/11/06	\$	300,000.00
05/11/06	\$	47,812.00
05/10/06	\$	100,000.00
05/09/06	\$	68,200.00
05/09/06	\$	36,660.00
05/09/06	\$	200,000.00
05/09/06	\$	180,000.00
05/09/06	\$	29,000.00
05/05/06	\$	250,000.00
05/03/06	\$	100,000.00
04/28/06	\$	50,000.00
04/25/06	\$	10,000.00
04/25/06	\$	155,000.00
04/18/06	\$	100,000.00
04/13/06	\$	50,000.00
04/07/06	\$	100,000.00
03/28/06	\$	27,000.00
03/28/06	\$	23,000.00
03/28/06	\$	93,000.00
03/21/06	\$	350,000.00
03/21/06	\$	225,000.00
03/17/06	\$	25,000.00
03/01/06	\$	4,500.00
01/13/06	\$	175,000.00
01/13/06	\$	290,000.00
01/13/06	\$	145,000.00
01/12/06	\$	430,000.00
01/12/06	\$	317,000.00
12/22/05	\$	50,000.00
12/14/05	\$	100,000.00
12/03/05	\$	100,000.00
11/29/05	\$	30,000.00
11/27/05	\$	40,000.00

PROMISSORY NOTES IN SERIES - Scott Farah to CL, Inc - 6/1/05

11/14/05	\$	40,000.00
11/04/05	\$	125,000.00
11/02/05	\$	100,000.00
10/25/05	\$	60,000.00
10/17/05	\$	125,000.00
10/12/05	\$	100,000.00
10/11/05	\$	50,000.00
10/06/05	\$	100,000.00
10/05/05	\$	70,000.00
10/03/05	\$	200,000.00
10/03/05	\$	816,000.00
09/30/05	\$	100,000.00
09/28/05	\$	100,000.00
09/22/05	\$	50,000.00
09/16/05	\$	50,000.00
09/13/05	\$	150,000.00
09/06/05	\$	160,000.00
09/01/05	\$	140,000.00
08/25/05	\$	100,000.00
08/25/05	\$	50,000.00
08/15/05	\$	50,000.00
08/04/05	\$	50,000.00
07/22/05	\$	150,000.00
07/15/05	\$	100,000.00
07/08/05	\$	330,000.00
07/05/05	\$	200,000.00
06/30/05	\$	200,000.00
06/27/05	\$	70,000.00

\$ 20,348,321.43