

DISCRETIONARY LINE OF CREDIT AGREEMENT AND PROMISSORY NOTE

\$10,000,000	Date:	68700
FOR VALUE RECEIVED, Scott D. Farah, with an address of New Hampshire 03253 (the "Borrower"), promises to pay to the ord-		
Box 7603, Gilford, New Hampshire 03247 (the "Lender"), the amou		
Lender to Borrower hereunder up to the maximum principal sum		TION ~
DOLLARS (\$10,000,000), together with interest thereupon at the fine PERCENT (10 %) per annum, payable as follows:		and the second second
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- - 2. Borrower shall make principal payments ON DEMAND.

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&M1 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.

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

LENDER: CL and M. Inc.

Borrower: Scott D. Farah

Authorized: Donald E. Dodge president