RETURN DATE: APRIL 16, 2019	:	SUPERIOR COURT
PEOPLE'S UNITED BANK , NATIONAL ASSOCIATION	:	J.D. OF HARTFORD
	:	AT HARTFORD
v.	:	
BENJAMIN LANDA and HAROLD J. MOFFIE	:	MARCH 18, 2019

COMPLAINT

1. The Plaintiff, People's United Bank, National Association is a national banking association with a place of business at 1 Financial Plaza, Hartford, CT 06103.

2. The Defendant Benjamin Landa is an individual with an address of 20 Franklin Place, Woodmere, NY 11598.

3. The Defendant Harold J. Moffie is an individual with an address of 5 Schuyler Lane, Bloomfield, CT 06002.

4. On November 6, 2008, Connecticut Health of Greenwich, LLC ("Maker"), executed a Note (the "$3,920,000 Note") in the stated principal amount of $3,920,000.00 together with interest thereon, payable to the order of the Plaintiff. The Note matured on November 15, 2018 and thereupon became fully due and payable. A copy of the $3,920,000 Note is annexed as **Exhibit A** hereto.

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5. Under the terms of the $3,920,000 Note, Maker agreed to pay all costs, expenses and reasonable attorneys fees incurred by the Plaintiff in the collection of all or part of the amounts due under the Note.

6. Also on November 6, 2008, Connecticut Health of Greenwich, LLC ("Maker"), executed a Note (the "$1,520,000 Note") in the stated principal amount of $1,520,000.00 together with interest thereon, payable to the order of the Plaintiff. The Note matured on November 15, 2018 and thereupon became fully due and payable. A copy of the $1,520,000 Note is annexed as **Exhibit B** hereto.

7. Under the terms of the $1,520,000 Note, Maker agreed to pay all costs, expenses and reasonable attorneys fees incurred by the Plaintiff in the collection of all or part of the amounts due under the Note.

8. The $3,920,000 Note and the $1,520,000 Note are referred to herein as the "Notes".

9. Defendant Landa personally guaranteed the full and prompt payment of the Notes pursuant to a certain Guaranty Agreement (Unconditional/Unlimited) (the "Landa Guaranty") dated October 1, 2012, a copy of which Guaranty is annexed hereto as **Exhibit C**.

10. Defendant Moffie personally guaranteed the full and prompt payment of the Notes pursuant to a certain Guaranty Agreement (Unconditional/Unlimited) (the "Moffie Guaranty") dated November 6, 2008, a copy of which Guaranty is annexed hereto as **Exhibit D**.

11. The Defendants agreed to pay Plaintiffs costs of collection, including attorneys fees, pursuant to The Landa Guaranty and the Moffie Guaranty, which both provide: "Guarantor agrees to reimburse Lender for all expenses (including, without limitation, reasonable legal fees) incurred by Lender in connection the collection of any sums payable by Guarantor hereunder."

12. The Plaintiff is the holder of the Notes and the owner of the Landa Guaranty and Moffie Guaranty, and Plaintiff has not been paid.

13. This cause of action is based upon a commercial transaction as defined in C.G.S. §52-278a.

14. Each of the Defendants waived their rights to notice and a hearing under C.G.S. §§52-278a through 52-278g, with respect to any prejudgment remedy available to the Plaintiff in any judicial proceeding in which the Plaintiff seeks to enforce its rights under the Landa Guaranty and Moffie Guaranty.

15. The Landa Guaranty and Moffie Guaranty provide: TO INDUCE LENDER TO ENTER INTO THE COMMERCIAL LOAN TRANSACTION OF WHICH THIS GUARANTY IS A PART, GUARANTOR AGREES THAT THIS GUARANTY IS MADE IN THE CONTECT OF A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES AND RIGHT TO A PRIOR NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND

AUTHORIZES LENDER'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

16. As of March 15, 2019 the principal amount of $2,861,748.58 was presently due and owing from the Defendants to the Plaintiff under the $3,920,000 Note, with interest thereon in the amount of $120,034.45, together with late charges, costs of collection, including reasonable attorneys fees; interest has accrued and continues to accrue at the rate of $794.93 per day, and the Plaintiff has incurred and continues to incur costs of collection, including reasonable attorneys' fees.

17. As of March 15, 2019 the principal amount of $803,832.08 was presently due and owing from the Defendants to the Plaintiff under the $1,520,000 Note, with interest thereon in the amount of $35,402.10, together with late charges, costs of collection, including reasonable attorneys' fees; interest has accrued and continues to accrue at the rate of $234.45 per day, and the Plaintiff has incurred and continues to incur costs of collection, including reasonable attorneys' fees.

WHEREFORE, the Plaintiff claims:

1. Damages;

2. Attorneys fees and costs of collection;

3. Post-judgment interest; and

4. Such other and further relief as this court deems just and equitable under the circumstances.

The amount, legal interest or property in demand is $15,000.00 or more, exclusive of interest and costs.

Dated at Hartford, Connecticut this 18th day of March, 2019.

THE PLAINTIFF,
PEOPLE'S UNITED BANK,
NATIONAL ASSOCIATION

By

Scott D. Rosen
Cohn Birnbaum & Shea P.C.
100 Pearl Street, 12th Floor
Hartford, CT 06103
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EXHIBIT A

#2487539103-34

NOTE

Hartford, Connecticut
November 6, 2008

$3,920,000.00 (U.S.)

FOR VALUE RECEIVED, Connecticut Health of Greenwich, LLC, a Connecticut limited liability company with a place of business at c/o Unit 1, One Canal Road, Suffield, Connecticut 06078 (the "Maker"), promises to pay to the order of **People's United Bank,** a federally chartered banking corporation with an office and place of business at One Financial Plaza, Hartford, Connecticut 06103 ("Lender" or "Holder"), at its said office or at such other place as Holder may designate in writing, the principal sum of THREE MILLION NINE HUNDRED TWENTY THOUSAND DOLLARS ($3,920,000.00), together with interest from the date hereof on the whole of said principal sum remaining from time to time unpaid, at the applicable rate of interest as hereinafter provided (the "Interest Rate") and together with attorney fees, court costs and expenses incurred by Holder in connection with any action brought to enforce this Note.

The Interest Rate is equal to the Lender's Cost of Funds (hereinafter defined), which is four and thirty-six one-hundredths percent (4.36%) plus two hundred (200) basis points, for an Interest Rate equal to six and thirty-six one-hundredths percent (6.36%).

On the date hereof, Maker shall pay Holder interest for the period November 6, 2008 to November 15, 2008. Commencing on December 15, 2008, and continuing on the fifteenth (15th) day of each month thereafter, through and including November 15, 2013, Maker shall make equal monthly payments of principal and interest in the amount of Twenty-nine Thousand One Hundred Seven and 35/100ths Dollars ($29,107.35) each. Said payments are based upon a standard mortgage amortization schedule of twenty (20) years at the Interest Rate in effect.

Interest shall be calculated daily and shall be computed on the actual number of days elapsed over a period of 360 days.

As used herein, "Cost of Funds" means the rate of interest per annum calculated by Lender based on the cost to Lender of obtaining funds from the Federal Home Loan Bank of Boston for an initial interest period of five (5) years (an "Interest Period") (the "FHLBB Rate"). Such cost is calculated by Lender upon rate information provided by The Federal Home Loan Bank of Boston and published at their internet site located at http.//www.fhlbboston.com/rates/advances.html or as otherwise published in The Wall Street Journal. If the Cost of Funds is discontinued or revised, the Cost of Funds, as revised, or such other government index or computations with which it is replaced, or which is based upon comparable information, shall be selected by the Lender in order to obtain substantially the same result as would be obtained if the Cost of Funds had not been discontinued or revised. Lender's determination of the Cost of Funds shall be binding absent manifest error.

On November 15, 2013 (the "Adjustment Date"), the Interest Rate shall automatically adjust to a fixed rate equal to the then current FHLBB Rate for a five (5) year period in effect two (2)

business days prior to the Adjustment Date, plus two hundred (200) basis points. Within fifteen (15) days after the Adjustment Date, the Lender shall mail to Maker written notice (the "Adjustment Notice") specifying the new interest rate and the amount of the monthly installment of principal and interest to be paid until maturity. Failure by the Lender to give such Adjustment Notice in a proper or timely manner, or any errors contained in the Adjustment Notice shall not relieve the Maker from its obligations hereunder. The new monthly installment will be an amount required to amortize in full the then outstanding principal balance of the loan evidenced by this Note at the interest rate put into effect on the Adjustment Date in substantially equal monthly installments equal in number to the difference obtained by subtracting from 240 the number of prior monthly installments of principal made by the Maker after the date hereof. The result of this calculation shall be the new monthly payment.

The entire unpaid principal balance of this Note, plus all accrued and unpaid interest and late and other charges, if not sooner paid, shall be due and payable in full on November 15, 2018 (the "Maturity Date").

The interest rate spread over the Cost of Funds index may be reduced by Lender subject to Maker attaining and maintaining certain debt service coverage ratios as demonstrated and documented with audited financial statements. Upon attaining a minimum debt service coverage ratio of 1.40 to 1.0 for two (2) consecutive fiscal years, the interest rate spread may be reduced from 200 basis points to 175 basis points. Upon attaining and maintaining a minimum debt service coverage ratio of 1.50 to 1.0 for another three (3) consecutive fiscal years (a minimum of five consecutive fiscal years following the date of this Note), the interest rat spread may be reduced from 175 basis points to 150 basis points. Lender shall retain the right to reintroduce the original interest rate spread of 200 basis points in the event (a) Maker satisfies the debt service coverage ratio requirements necessary to obtain a reduction of the interest rate spread and does, but (b) subsequently defaults under this Note or fails to maintain the higher debt service coverage ratio on an ongoing basis. In the event Maker fails to satisfy the annual debt service coverage ratio on an ongoing basis with either a 1.40 to 1.0 or 1.50 to 1.0 coverage ratio, Maker shall be charged the original interest rate spread of 200 basis points above the Cost of Funds index for the prior 12-month period. Maker and Lender agree to execute an allonge to this Note to reflect any change in the interest rate spread, and any change in the monthly payments resulting from a change in the interest rate spread.

Notwithstanding anything in this Note to the contrary, the Interest Rate under this Note shall never be less than five and one-half percent (5.50%) per annum.

DEFAULT RATE

From and after any uncured Event of Default under the terms of this Note, or any document given as security for the indebtedness evidenced hereby (and the expiration of any applicable cure period without cure of the applicable event(s) of default), the indebtedness evidenced hereby shall bear interest at the rate of five (5%) percent per annum in excess of the applicable rate set forth herein (the "Default Rate) until the default is cured.

Maker agrees to have caused to be paid all taxes or duties assessed upon this Note against Holder or other owner of this Note, the debt evidenced hereby, or the mortgage securing the same, and upon all property by which the same is secured, and to pay all costs, expenses, and reasonable attorneys' fees incurred by Holder in any proceeding for collection of the debt evidenced hereby, in any foreclosure of the mortgage securing this Note, in protecting or sustaining the lien of said mortgage, or in any litigation or controversy arising from or connected with this Note or said mortgage.

The loan represented by this Note may be prepaid in full or in part at any time provided that the Maker shall pay to the Holder a prepayment fee in an amount computed as follows:

The Maker may prepay the loan indebtedness in whole or in part any time upon thirty (30) days prior written notice to the Holder (the "Prepayment Notice") and the payment to the Lender on the date of prepayment ("Prepayment Date") of a prepayment fee (the "Prepayment Fee") calculated in the manner set forth below. The Prepayment Fee shall equal the "Net Loss" (as defined below) incurred by the Holder as a result of such prepayment.

As used herein, the term "Net Loss" shall mean the economic loss the Lender sustains or incurs as a result of such prepayment, and the Maker and Holder agree that said economic loss shall be calculated as follows:

(a) The Holder shall first determine the Index Rate. The "Index Rate" shall mean the Cost of Funds rate being used to calculate the interest rate being charged under this Note.

(b) Utilizing the Index Rate, the Holder shall then calculate the monthly interest amount payable from the Prepayment Date to the "Termination Date", defined as the Maturity Date. The result is the "Monthly Index Payment".

(c) Utilizing the Reinvestment Rate (defined below), the Holder shall then calculate the monthly interest that would be earned by reinvesting the principal amount being prepaid for each month remaining until the Termination Date. The result is the "Monthly Reinvestment Payment". The "Reinvestment Rate" shall be defined as the rate (as of the date the Lender receives the Prepayment Notice) payable by Holder for regular fixed rate borrowings from the Federal Home Loan Bank of Boston ("FHLBB Rate") with a maturity closest to, or coterminous with, the Termination Date. If the Holder identifies more than one FHLBB Rate having the same maturity date, the FHLBB Rate having an interest rate closest to the Note rate shall be used.

(d) Each Monthly Reinvestment Payment shall then be subtracted from the corresponding Monthly Index Payment. The result, if positive, is the "Monthly Payment Differential". The Monthly Payment Differential shall in no event be less than zero.

(e) Each Monthly Payment Differential shall then be discounted to the present value at the Reinvestment Rate. The result is the "Discounted Monthly Payment Differential."

(f) All of the Discounted Monthly Payment Differential amounts shall then be added together, and such aggregate amount shall constitute the "Net Loss."

Notwithstanding the Prepayment Fee specified above, during the sixty (60) day period immediately prior to the Maturity Date, there shall be no Prepayment Fee and no limit on the amount prepaid. If the loan represented by this Note shall be accelerated for any reason whatsoever, the applicable Prepayment Fee in effect as of the date of such acceleration shall be paid. All partial prepayments of principal shall be accompanied by and applied first to the payment of unpaid late charges, then to accrued and unpaid interest, and the balance on the account of the unpaid principal in inverse order of maturity. Such partial prepayments shall not effect the Borrower's obligation to make regular installments required thereunder until the entire loan balance is fully paid.

Unless applicable law provides otherwise, all payments and prepayments received by the Holder under this Note, at the option of the Holder, shall be applied by the Holder in the following order: (a) to the then outstanding charges and expenses incurred by the Holder in sustaining and/or enforcing any security granted to the Holder in connection with this Note; (b) to the then outstanding late charges imposed against the Maker in connection with this Note; (c) to any unpaid and accrued interest; and then (d) to the outstanding principal indebtedness of this Note. Any and all prepayments shall not effect the obligations to pay the regular installments required hereunder until the entire indebtedness has been paid.

The Maker hereby agrees that the Holder may debit its operating account with the Holder in an amount equal to any principal or interest payment due hereunder at the time or times any such payment is due.

It is expressly agreed that should any default be made in the payment of any installment of principal and/or interest or any other sum due to Holder in connection with this Note, which default continues for ten (10) days or more, or upon the occurrence of any other "Event of Default" as defined in a certain Open-end Leasehold Construction Mortgage Deed and Security Agreement between Maker and Holder of even date herewith or upon any event of default under a certain $1,520,000.00 note from Maker to Holder of even date herewith, then the balance of said principal sum, with all arrearages of interest thereon and all other sums due to Holder by Maker by reason of this Note, shall, at the option of Holder, become and be due and payable immediately, anything contained to the contrary herein notwithstanding, time being of the essence of this Note. Upon such acceleration, Maker may discharge its obligations to Holder only by paying the unpaid balance of this Note as of the date of such payment, plus accrued interest and all other charges, fees, costs and expenses to which Holder is entitled hereunder or under said security agreement or any other instrument securing or guaranteeing this Note.

In addition, Holder may collect a "late charge" in an amount equal to five percent (5%) of any installment which is not paid on or before ten (10) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

After default, and until cured, Maker hereby gives Holder a lien and right of setoff for all liabilities of Maker upon and against Maker's deposits, credits, and property now or hereafter in the possession or control of the Holder or in transit to it. The Holder may apply the same or any part thereof to any liability of the Maker, though unmatured, without notice and without first resorting to any other collateral.

Maker and each and every endorser, guarantor, and surety of this Note and all others who may become liable for the payment of all or any part of this obligation do hereby waive, demand, presentment for payment, protest, notice of protest, and notice of nonpayment of this Note, and do hereby consent to any number of renewals or extensions of the time of payment hereof and of the time for advances under the security agreement securing this Note, and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability hereon and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms, or corporations liable for the payment of this Note.

TO INDUCE HOLDER TO ENTER INTO THE COMMERCIAL LOAN TRANSACTION EVIDENCED BY THIS NOTE AND THE SECURITY AGREEMENT AND OTHER SECURITY HEREFOR, MAKER AGREES THAT THE SAID TRANSACTION IS COMMERCIAL AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO A NOTICE AND HEARING UNDER ANY STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND FURTHER WAIVES ANY REQUIREMENT FOR HOLDER TO POST A BOND OR OTHER SURETY IN CONNECTION WITH ANY PREJUDGMENT REMEDY USED BY HOLDER.

MAKER HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS NOTE IS A PART AND/OR THE ENFORCEMENT OF ANY OF HOLDER'S RIGHTS AND REMEDIES. MAKER ACKNOWLEDGES THAT IT MAKES THIS WAIVER, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS.

"Holder," as used herein, shall include any later owner or holder of this Note, except as otherwise expressly provided herein.

All of the provisions hereof shall be binding upon and inure to the benefit of Maker and Holder and their respective heirs, administrators, executors, successors and assigns, except as otherwise provided.

The books and records of Holder shall be prima facie evidence of all payments received by Holder from Maker.

This Note shall be construed according to the laws of the State of Connecticut.

CONNECTICUT HEALTH OF GREENWICH, LLC

By: _____
Harold J. Moffie
Its Authorized Member

This Note is secured by a Leasehold Mortgage encumbering property known as 1188 King Street, Greenwich, Connecticut 06836

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EXHIBIT B

2487539103-59/67

CONVERTED 11/15/09 TO NOTE #67 FOR $1,140,000.

NOTE

$1,520,000.00 (U.S.)

Hartford, Connecticut
November 6, 2008

FOR VALUE RECEIVED, Connecticut Health of Greenwich, LLC, a Connecticut limited liability company with a place of business at c/o Unit 1, One Canal Road, Suffield, Connecticut 06078 (the "Maker"), promises to pay to the order of **People's United Bank,** a federally chartered banking corporation with an office and place of business at One Financial Plaza, Hartford, Connecticut 06103 ("Lender" or "Holder"), at its said office or at such other place as Holder may designate in writing, the principal sum of ONE MILLION FIVE HUNDRED TWENTY THOUSAND DOLLARS ($1,520,000.00), or so much thereof as may be advanced, together with interest from the date hereof on the whole of said principal sum remaining from time to time unpaid, at the applicable rate of interest as hereinafter provided (the "Interest Rate").

The principal amount of the Loan from time-to-time outstanding during the "Construction Period" (as defined below) shall bear interest at a fluctuating rate equal to the one-month "LIBOR Interest Rate" (as announced from time to time) plus two hundred (200) basis points.

"LIBOR Interest Rate" shall mean the rate of interest determined by Lender to be the prevailing rate per annum at which deposits in U.S. dollars are offered to Lender by first class banks in the interbank LIBOR market in which it regularly participates on or about 10:00 a.m. (Hartford time) two (2) "Business Days" (as defined below) prior to the first Business Day for the "Interest Period" (as defined below) for which it is determined. The LIBOR Interest Rate shall be adjusted automatically as of the first Business Day of each Interest Period

"Business Day" means any day on which commercial banks are open for business in Hartford, Connecticut, other than a day on which commercial banks in Hartford, Connecticut are required or permitted by law to close.

"Interest Period" means, initially, the period commencing on the date that the LIBOR Interest Rate is in effect and ending one-month thereafter, and, thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending one-month thereafter, but in no event after the maturity date of this Note; subject, however, to the following provisions: (i) if any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day and (ii) any Interest Period that begins on the last business day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

If at any time the LIBOR Interest Rate is unavailable for any reason, then interest during the Construction Period shall be charged at the "Prime Rate" (as hereinafter defined), plus two hundred (200) basis points, adjusting on a daily basis with any change in the Prime Rate. "Prime Rate"

means the interest rate as announced by Lender from time to time (or equivalent rate of interest), which prime rate may not be the lowest rate charged by Lender to its commercial customers.

The Loan evidenced by this Note shall have an initial interest only period which shall be payable monthly commencing December 15, 2008, and continuing on the fifteenth (15th) day of each month thereafter, and which will end November 15, 2009. Provided that Borrower shall meet all terms and conditions for mini-permanent financing as set forth in the Construction and Term Loan Agreement between Maker and Lender of even date herewith (the "Loan Agreement"), the loan evidenced by this Note may be converted to a mini-permanent loan amortized on a twenty (20) year schedule following the Construction Period, and which shall mature on November 15, 2018 (the "Mini-Permanent Loan Period").

Following the Construction Period, and provided that Borrower has met the conditions for mini-permanent financing as provided in the Loan Agreement, the interest rate payable on this Note during the Mini-Permanent Loan Period, shall adjust (the "Initial Adjustment Date"). The initial rate of interest for this Note during the Mini-Permanent Loan Period, shall be equal to two hundred (200) basis points in excess of Lender's "Cost of Funds" (as hereinafter defined) for a four (4) year period which will be identical to the interest rate adjustment date as set forth in a certain $3,920,000.00 note from Maker to Lender of even date herewith. The interest rate will adjust again at the end of such four (4) year period (the "Second Adjustment Date") to the Bank's then current Cost of Funds for a five (5) year period, plus two hundred (200) basis points.

During the Mini-Permanent Loan Period, the Maker shall make equal monthly payments of principal and interest based upon a twenty (20) year mortgage amortization schedule at the interest rate in effect.

"Cost of Funds" shall mean a per annum rate of interest equal to the projected wholesale cost to the Lender of borrowing funds for an applicable period, as such projected cost is determined from time to time by the Lender's Financial Division in the exercise of its judgment based upon rate information provided by the Federal Home Loan Bank of Boston and published at their internet site located at http.//fhlbboston.com/rates/advances.html or as otherwise published in The Wall Street Journal. If on any applicable adjustment date, the Cost of Funds has been discontinued or revised, the Cost of Funds as revised or such other government index or computation with which it is replaced, or which is based on comparable information, shall be selected by the Lender in order to obtain substantially the same results as would be obtained if the Cost of Funds had not been discontinued or revised.

Commencing on December 15, 2009, Maker shall make monthly payments of principal and interest. The monthly installment will be an amount required to amortize in full the then outstanding principal balance of the loan evidenced by this Note at the interest rate put into effect on the Initial Adjustment Date in substantially equal monthly installments based upon an assumed mortgage amortization schedule of 228 months. The amount of this calculation shall be the new monthly payment. Commencing on December 15, 2013, the monthly installments of principal and interest will adjust and will be an amount required to amortize in full the then outstanding principal balance of the loan evidenced by this Note at the interest rate put into effect on the Second Adjustment Date,

in substantially equal monthly installments equal in number to the difference obtained by subtracting from 240 the number of prior installments of principal made by the Maker after the date hereof. The result of this calculation shall be the new monthly payment.

Interest shall be computed on a daily basis and calculated on the basis of a three hundred sixty (360) day year but shall accrue on the actual number of days elapsed during which the loan or any part thereof is outstanding.

The interest rate spread over the Cost of Funds index may be reduced by Lender subject to Maker attaining and maintaining certain debt service coverage ratios as demonstrated and documented with audited financial statements. Upon attaining a minimum debt service coverage ratio of 1.40 to 1.0 for two (2) consecutive fiscal years, the interest rate spread may be reduced from 200 basis points to 175 basis points. Upon attaining and maintaining a minimum debt service coverage ratio of 1.50 to 1.0 for another three (3) consecutive fiscal years (a minimum of five consecutive fiscal years following the date of this Note), the interest rat spread may be reduced from 175 basis points to 150 basis points. Lender shall retain the right to reintroduce the original interest rate spread of 200 basis points in the event (a) Maker satisfies the debt service coverage ratio requirements necessary to obtain a reduction of the interest rate spread and does, but (b) subsequently defaults under this Note or fails to maintain the higher debt service coverage ratio on an ongoing basis. In the event Maker fails to satisfy the annual debt service coverage ratio on an ongoing basis with either a 1.40 to 1.0 or 1.50 to 1.0 coverage ratio, Maker shall be charged the original interest rate spread of 200 basis points above the Cost of Funds index for the prior 12-month period. Maker and Lender agree to execute an allonge to this Note to reflect any change in the interest rate spread, and any change in the monthly payments resulting from a change in the interest rate spread.

Notwithstanding anything in this Note to the contrary, the Interest Rate during the Mini-Permanent Loan Period shall never be less than five and one-half percent (5.50%) per annum.

The entire unpaid principal balance of this Note, plus all accrued and unpaid interest and late and other charges, if not sooner paid, shall be due and payable in full on November 15, 2009, unless the Lender agrees to extend mini-permanent financing as provided in the Loan Agreement, in which case the entire unpaid principal balance of this Note, plus all accrued and unpaid interest and late and other charges shall be due and payable November 15, 2018.

DEFAULT RATE

From and after any default under the terms of this Note, or any document given as security for the indebtedness evidenced hereby (and the expiration of any applicable cure period without cure of the applicable event(s) of default), the indebtedness evidenced hereby shall bear interest at the rate of five (5%) percent per annum in excess of the applicable rate set forth herein (the "Default Interest Rate") until the default is cured.

Maker agrees to pay all taxes or duties assessed upon this Note against Holder or other owner of this Note, the debt evidenced hereby, or the security agreement securing the same, and upon all property by which the same is secured, and to pay all costs, expenses, and attorneys' fees incurred by Holder in any proceeding for collection of the debt evidenced hereby, in any foreclosure of the security agreement securing this Note, in protecting or sustaining the lien of said security agreement,

or in any litigation or controversy arising from or connected with this Note or said security agreement.

During the Construction Period, Maker may prepay the loan evidenced by this Note without penalty or premium subject to reimbursing Lender for any LIBOR breakage costs incurred by Lender. During the Mini-Permanent Loan Period, Borrower may prepay the loan evidenced by this Note in whole or in part at any time only if the Borrower indemnifies the Lender for, holds the Lender harmless from, and pays to the Lender, at the time of such prepayment, the Prepayment Fee. The Prepayment Fee shall be equal to any "Net Loss" that Lender sustains or incurs as a result of such prepayments.

As used herein, the term "Net Loss" shall mean the economic loss the Lender sustains or incurs as a result of such prepayment, and the Borrower and the Lender agree that said economic loss shall be calculated as follows:

(a) The Bank shall first determine the Index Rate. The "Index Rate" shall mean the Cost of Funds index which on the Prepayment Date is being used to calculate interest due on the Note;

(b) Utilizing the Index Rate, the Bank shall then calculate the monthly interest amount payable from the Prepayment Date to the "Termination Date" defined as the earlier of (i) the next Adjustment Date occurring after the Prepayment Date, or (ii) the Maturity Date. The result is the "Monthly Index Payment";

(c) Utilizing the Reinvestment Rate (defined below), the Bank shall then calculate the monthly interest that would be earned by reinvesting the principal amount being prepaid for each month remaining until the Termination Date. The result is the "Monthly Reinvestment Payment". The "Reinvestment Rate" shall be defined as the rate (as of the date Bank receives the Prepayment Notice) payable by Bank for regular fixed rate borrowings from the Federal Home Loan Bank of Boston ("FHLBB Rate") with maturity closest to, or co-terminus with, the Termination Date. If the Bank identifies more than one FHLBB Rate having the same maturity date, the FHLBB Rate having a coupon interest rate closest to the Note rate shall be used.

(d) Each Monthly Reinvestment Payment shall then be subtracted from the corresponding Monthly Index Payment; the result, if positive, is the "Monthly Payment Differential". The Monthly Payment Differential shall in no event be less than zero.

(e) Each Monthly Payment Differential shall then be discounted to present value at the Reinvestment Rate. The result is the "Discounted Monthly Payment Differential."

(f) All of the Discounted Monthly Payment Differential amounts shall then be added together, and such aggregated amount shall constitute the "Net Loss".

In all events the Borrower shall be responsible, in addition to the Prepayment Fee, for the payment of any reasonable out-of-pocket administrative costs incurred by the Bank in connection with such prepayment. If the loan evidenced by this Note shall be accelerated for any reason

whatsoever, the applicable Prepayment Fee in effect as of the date of such acceleration shall be paid. All partial prepayments of principal shall be accompanied by and applied first to the payment of unpaid late charges, then to accrued and unpaid interest and the balance on account of the unpaid principal in the inverse order of maturity. Such partial prepayments shall not affect the Borrower's obligation to make the regular installments required hereunder until the Loan is fully paid.

Unless applicable law provides otherwise, all payments and prepayments received by the Holder under this Note, at the option of the Holder, shall be applied by the Holder in the following order: (a) to the then outstanding charges and expenses incurred by the Holder in sustaining and/or enforcing any security granted to the Holder in connection with this Note; (b) to the then outstanding late charges imposed against the Maker in connection with this Note; (c) to any unpaid and accrued interest; and then (d) to the outstanding principal indebtedness of this Note. Any and all prepayments shall not effect the obligations to pay the regular installments required hereunder until the entire indebtedness has been paid.

The Maker hereby agrees that in the event of default the Holder may debit its operating account with the Holder in an amount equal to any principal or interest payment due hereunder at time or times any such payment is due.

It is expressly agreed that should any default be made in the payment of any installment of principal and/or interest or any other sum due to Holder in connection with this Note, which default continues for ten (10) days or more, or upon the occurrence of any other Event of Default as defined in the Loan Agreement, or in any mortgage of even date herewith securing this Note or under a certain note in the principal amount of $3,920,000.00 from Maker to Holder of even date herewith, then the balance of said principal sum, with all arrearages of interest thereon and all other sums due to Holder by Maker by reason of this Note, shall, at the option of Holder, become and be due and payable immediately, anything contained to the contrary herein notwithstanding, time being of the essence of this Note. Upon such acceleration, Maker may discharge its obligations to Holder only by paying the unpaid balance of this Note as of the date of such payment, plus accrued interest and all other charges, fees, costs and expenses to which Holder is entitled hereunder or under said security agreement or any other instrument securing or guaranteeing this Note.

In addition, Holder may collect a "late charge" in an amount equal to five percent (5%) of any installment which is not paid on or before ten (10) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

Maker hereby gives Holder a lien and right of setoff for all liabilities of Maker upon and against Maker's deposits, credits, and property now or hereafter in the possession or control of the Holder or in transit to it. The Holder may apply the same or any part thereof to any liability of the Maker, though unmatured, without notice and without first resorting to any other collateral.

Maker and each and every endorser, guarantor, and surety of this Note and all others who may become liable for the payment of all or any part of this obligation do hereby waive, demand, presentment for payment, protest, notice of protest, and notice of nonpayment of this Note, and do hereby consent to any number of renewals or extensions of the time of payment hereof and of the

time for advances under the security agreement securing this Note, and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability hereon and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms, or corporations liable for the payment of this Note.

TO INDUCE HOLDER TO ENTER INTO THE COMMERCIAL LOAN TRANSACTION EVIDENCED BY THIS NOTE AND THE SECURITY AGREEMENT AND OTHER SECURITY HEREFOR, MAKER AGREES THAT THE SAID TRANSACTION IS COMMERCIAL AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO A NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZES HOLDER'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

MAKER HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS NOTE IS A PART AND/OR THE ENFORCEMENT OF ANY OF HOLDER'S RIGHTS AND REMEDIES. MAKER ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS.

"Holder," as used herein, shall include any later owner or holder of this Note, except as otherwise expressly provided herein.

All of the provisions hereof shall be binding upon and inure to the benefit of Maker and Holder and their respective heirs, administrators, executors, successors and assigns, except as otherwise provided.

The books and records of Holder shall be prima facie evidence of all payments received by Holder from Maker.

This Note shall be construed according to the laws of the State of Connecticut.

CONNECTICUT HEALTH OF GREENWICH, LLC

By: _____
Harold J. Moffie
Its Authorized Member

This Note is secured by a Leasehold Mortgage encumbering property known as 1188 King Street, Greenwich, Connecticut and by other instruments or of Holder.

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EXHIBIT C

GUARANTY AGREEMENT
(Unconditional/Unlimited)
$5,440,000.00 Commercial Term Loan Facilities Originally Made to Connecticut Health of Greenwich, LLC

THIS GUARANTY AGREEMENT (this "Guaranty") is made as of the 1st day of October, 2012 by Benjamin Landa ("Guarantor", whether one or more) in favor of **People's United Bank**, a federally chartered banking corporation (the "Lender").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lender to enter into a certain Loan and Mortgage Modification Agreement and Loan Assumption Agreement Without Release with **Connecticut Health of Greenwich, LLC** ("Borrower"), and Fairview Health of Greenwich, LLC, Guarantor hereby undertakes and agrees as follows:

1. ***The Guaranty***. Guarantor hereby guaranties to Lender, absolutely and unconditionally, the prompt and full payment and performance when due of the indebtedness and obligations evidenced by that certain Note in the original principal amount of $3,920,000.00, executed by Borrower in favor of Lender on or about November 6, 2008, and that certain Note in the original principal amount of $1,520,000.00 executed by Borrower in favor of Lender on or about November 6, 2008, as such Note was amended and restated by an Amended and Restated Note executed by Borrower in favor of Lender dated February ___, 2009 in the original principal amount of $1,520,000.00, and any and all renewals, modifications, and extensions thereof, and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether Borrower be bound severally or jointly, alone or with others, and whether as principal or as surety (all of which indebtedness, obligations and liabilities referred to in this sentence may be referred to herein as "Indebtedness"). This Guaranty is a guaranty of payment, not collection, and is intended to be and shall be construed to be a continuing guaranty. Lender, in its sole discretion, may proceed against Guarantor with or without having instituted any demand or action against or having obtained or executed upon any judgment against Borrower or other guarantors or sureties or asserting any rights against any collateral or security for the Indebtedness.

2. ***Obligations Not Impaired***. This Guaranty and all of the obligations of Guarantor hereunder shall remain in full force and effect without regard to and shall not be affected or impaired by: (a) any renewal, extension, amendment, modification of or addition or supplement to the Indebtedness, or any documents given in connection with any of the Indebtedness (all of which may hereinafter be referred to as the "Agreements"); (b) any extension, indulgence or other action or inaction in respect of any of the Agreements or the Indebtedness or any acceptance of security for, or other guaranties of, any of the Agreements or the Indebtedness, or any release, exchange, or alteration of any or all of such security or guaranties; (c) any default by Borrower under, or any lack of due execution, invalidity or unenforceability of, or any irregularity or other defect in, any of the Indebtedness or the Agreements; (d) any waiver by Lender of any required performance of any condition precedent or waiver of any requirement

imposed by any of the Indebtedness or the Agreements; (e) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Guaranty or any of the Indebtedness or the Agreements; (f) any sale, lease, transfer or other disposition of the assets of Borrower to, or any consolidation or merger of Borrower with or into, any other person, corporation, or entity, or any transfer or other disposition by Guarantor or any other holder of any shares of capital stock of Borrower; (g) the addition of a new guarantor or guarantors or any suit against, compromise with or release of any other guarantor; (h) Lender's failure to use diligence in preserving the liability of any person with respect to the Indebtedness or bringing suit to enforce the collection of the Indebtedness; (i) any bankruptcy, insolvency, reorganization or similar proceedings involving or affecting Borrower; (j) any release or subordination of any security interest of Lender in the assets of Borrower; (k) any change in the status, composition, structure or name of Borrower, including, but not limited to, change by reason of merger, dissolution, consolidation, reorganization or addition or withdrawal of a partner or limited partner; (l) the validity or enforceability of any promissory note, loan document or other agreement evidencing all or a part of the Indebtedness; (m) any defense arising by reason of any disability or other defense of Borrower or any endorser, guarantor, co-maker or other person; or (n) any other circumstances which might otherwise constitute a legal or equitable discharge or defense of a guarantor, other than a written release signed by Lender.

3. ***Waiver***. Guarantor unconditionally waives: (a) notice of any of the matters referred to in Paragraph 2 above; (b) all notices which may be required by statute, rule of law or otherwise to preserve any right of Lender, including without limitation, notice to Guarantor of default, intent to accelerate, acceleration, presentment to and demand of payment or performance from Borrower and protest for non-payment or dishonor; (c) any exercise by Lender of any right, remedy, power or privilege in connection with any of the Agreements; (d) any requirement of promptness or diligence on the part of Lender.

4. ***Modification/Revocation***. No modification, consent or waiver of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall be effective unless the same shall be executed by Lender and Guarantor and then shall be effective only in the specific instance and for the purpose for which given. This is a continuing guaranty relating to all of the Indebtedness, including Indebtedness arising under successive transactions which from time to time continue or renew the Indebtedness after it has been satisfied.

5. ***Full Performance***. Nothing shall discharge or satisfy any liability or obligation of Guarantor hereunder except the full performance and satisfaction of the entire Indebtedness. Guarantor further agrees that to the extent that 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 and/or required to be repaid to a trustee, receiver or any other party under any state or federal bankruptcy or receivership law, common law or equitable cause, then to the extent of such payment or repayment, the obligation 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.

6. ***Benefit to Guarantor/Condition of Guarantor.*** Guarantor acknowledges and warrants that Guarantor derives and expects to derive financial and other benefits, directly or indirectly, from the extension of credit from Lender to Borrower and from each and every renewal, extension, release of collateral or other relinquishment of legal rights made or granted or to be made or granted by Lender to Borrower. Guarantor further represents and warrants to Lender that, as of the date of this Guaranty, the fair market value of Guarantor's respective assets exceed Guarantor's respective liabilities; Guarantor is meeting current liabilities as they mature; the financial statements furnished to Lender by Guarantor are true, complete and correct in all material respects, do not omit any facts or circumstances necessary to make the statements therein not misleading, and include in any footnotes all contingent liabilities of the undersigned; there has been no material adverse change in the financial condition of Guarantor since the date of the financial statement; there are no pending material court or administrative proceedings or undischarged judgments against Guarantor, and no federal or state tax liens against Guarantor; Guarantor is not in default or claimed to be in default under any agreement requiring the repayment of money. Guarantor agrees to furnish Lender with immediate written notice of any material adverse change in its financial condition, including, without limitation, litigation commenced, tax liens filed, defaults claimed under their indebtedness for borrowed money or bankruptcy proceedings commenced against Guarantor. Guarantor also agrees to provide Lender with an annual financial statement in a form and format acceptable to Lender and audited by an independent certified public accounting firm acceptable to Lender, within ninety (90) days of Guarantor's fiscal year-end, and hereby affirms that any updated financial statements shall comply with the warranties and representations hereinabove set forth. Guarantor further agrees to provide annual tax returns to Lender with all schedules attached, contemporaneously with their filing with the Internal Revenue Service.

7. ***Rights and Remedies.*** All rights and remedies of the Lender hereunder are cumulative of each other and of every other right or remedy which the Lender may have at law or in equity or under any contract or document, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. Lender shall not be required to pursue any other remedies before invoking the benefits of this Guaranty; specifically Lender shall not be required to take any action against Borrower or any other person or to exhaust its remedies against collateral and other security.

8. ***Costs of Collection.*** Guarantor agrees to reimburse Lender for all expenses (including, without limitation, reasonable legal fees) incurred by Lender in connection with the collection of any sums payable by Guarantor hereunder.

9. ***Notice.*** All written notices shall be given to Lender at 265 Church Street, Suite 701, New Haven, Connecticut 06510, Attn: David J. Canestri, Senior Commercial Relationship Manager, SVP or at such other address(es) as Lender may specify hereafter. Any notice that Lender may elect to give Guarantor shall be deemed effective when forwarded by mail to the following address (or at such other address as Guarantor may specify, in writing, to Lender): 20 Franklin Place, Woodmere, New York 11598, with a copy to Richard Case, Esq., Case & Case, P.C., 10 Tower Lane, Avon, Connecticut 06001.

10. ***Successors and Assigns***. This Guaranty shall be binding upon Guarantor and upon the heirs, executors and administrators, or successors and assigns (as the case may be) of Guarantor, and shall inure to the benefit of Lender's successors and assigns; all references herein to Borrower and to Guarantor shall be deemed to include their successors and assigns or heirs, executors and administrators (as the case may be). Guarantor may not sell, transfer or assign any of their obligations or liabilities under this Guaranty without the express written consent of Lender. Lender may sell, transfer or assign this Guaranty, in its sole discretion, without notice, and each successive assignee shall have the right to enforce this Guaranty for its benefit.

11. ***Severability***. In the event that any obligation hereunder becomes unavailable or unenforceable for whatever reason, such provision or obligation shall be deemed null and void to the extent of such unavailability or unenforceability and shall be deemed severable from but shall not invalidate any other obligation or provision hereunder. In the event that the Guarantor is released from any obligations hereunder or such obligations become unenforceable or unavailable with respect to Guarantor for whatever reason, such release, unavailability or unenforceability shall be severable and all other obligations hereunder shall continue in effect with respect to Guarantor.

12. ***Subordination and Subrogation***. Guarantor agrees that on and after the occurrence of any event of default under the Note or hereunder, any indebtedness of the Borrower to Guarantor or any indebtedness arising or accruing out of any payment which Guarantor may make pursuant to this Guaranty shall be fully subordinate and junior in priority in right of payment to any indebtedness of Borrower to Lender and Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse for any such indebtedness, unless and until the entire principal balance, accrued interest and all other amounts required to be paid under and pursuant to the Indebtedness and the Agreements shall have been paid in full. The Guarantor hereby agrees that such indebtedness of Borrower to Guarantor, present and future, is hereby assigned to Lender and all monies received by Guarantor in respect thereof shall be received in trust for Lender and forthwith upon receipt shall be paid over to Lender, all without in any way limiting or lessening the liability of Guarantor under this Guaranty.

13. ***Limitation on Interest***. Guarantor acknowledges and agrees that Guarantor and Lender intend to contract in strict compliance with applicable usury laws, if any, from time to time in effect. In furtherance thereof, Guarantor stipulates and agrees that none of the terms and provisions contained in this Guaranty shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect. All agreements between Guarantor and Lender, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment of any indebtedness guaranteed hereby or otherwise, shall the interest contracted for, charged or received by Lender exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Lender in excess of the

maximum lawful amount, the interest payable to Lender shall be reduced to the maximum amount permitted under applicable law; and, if from any circumstance Lender shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal of the indebtedness guaranteed hereby and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the indebtedness guaranteed hereby such excess shall be refunded to Guarantor or other appropriate party. All interest paid or agreed to be paid to the Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of Borrower's credit relationship with Lender until payment in full of the principal of the Indebtedness guaranteed hereby (including the period of any renewal or extension thereof) so that interest thereon for such full period shall not exceed the maximum amount permitted by applicable law.

14. *Headings*. The headings of paragraphs or subparagraphs of this Guaranty are intended for convenience only and shall not in any way control or affect the meaning or construction of any provision of this Guaranty.

15. *GOVERNING LAW/VENUE*. **THIS GUARANTY SHALL BE DEEMED A CONTRACT AND INSTRUMENT MADE UNDER THE LAWS OF THE STATE OF CONNECTICUT, BORROWER'S PRINCIPAL PLACE OF BUSINESS, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT AND THE LAWS OF THE UNITED STATES OF AMERICA. GUARANTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF CONNECTICUT AND AGREE AND CONSENT THAT SERVICE OF PROCESS MAY BE MADE UPON THEM IN ANY LEGAL PROCEEDING RELATING TO THIS GUARANTY BY ANY MEANS ALLOWED UNDER CONNECTICUT OR FEDERAL LAW. VENUE FOR ANY LEGAL PROCEEDING MAY BE HARTFORD COUNTY, CONNECTICUT, PROVIDED, THAT LENDER MAY CHOOSE ANY VENUE IN ANY STATE WHICH IT DEEMS APPROPRIATE IN THE EXERCISE OF ITS SOLE DISCRETION.**

16. *LEGAL COUNSEL*. **GUARANTOR ACKNOWLEDGES THAT IT HAS BEEN OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH ALL MATTERS CONCERNING THIS GUARANTY, INCLUDING BUT NOT LIMITED TO THE NEGOTIATION, ACCEPTANCE AND EXECUTION OF THE GUARANTY; THAT IT HAS RELIED UPON OR HAS HAD THE OPPORTUNITY TO RELY UPON THE ADVICE OF ITS INDEPENDENT LEGAL COUNSEL IN AGREEING TO THE TERMS AND CONDITIONS HEREIN AND IN EXECUTING THIS GUARANTY; AND THAT IT HAS FREELY AND VOLUNTARILY ENTERED INTO THIS GUARANTY AS THE PRODUCT OF ARMS LENGTH NEGOTIATIONS.**

17. *WAIVER OF JURY TRIAL.* GUARANTOR AND LENDER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDINGS (a) ARISING UNDER THIS GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR (b) IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS GUARANTY, THE LOAN AGREEMENT, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. Guarantor AND LENDER HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL, WITHOUT A JURY, AND THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

18. *WAIVER OF PREJUDGMENT REMEDY.* TO INDUCE LENDER TO ENTER INTO THE COMMERCIAL LOAN TRANSACTION OF WHICH THIS GUARANTY IS A PART, GUARANTOR AGREES THAT THIS GUARANTY IS MADE IN THE CONTEXT OF A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO A PRIOR NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZES LENDER'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

[THE REMAINDER OF THIS PAGE IS BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Benjamin Landa

STATE OF ~~CONNECTICUT~~ New York)
) ss: ~~Hartford~~ Nassau
COUNTY OF ~~HARTFORD~~)

On this 27th day of September, 2012, before me, the undersigned officer, personally appeared Benjamin Landa, and acknowledged that he executed the within instrument as his free act and deed.

STELLA M. VILARDI
Notary Public, State of New York
No. 01VI6103407
Qualified in Nassau County
Commission Expires Dec. 29, 2015

~~Richard Case, Esq.~~
~~Commissioner of the Superior Court~~

EXHIBIT D

GUARANTY AGREEMENT
(Unconditional/Unlimited)
$5,440,000.00 Aggregate Commercial Term Loan Facility to Connecticut Health of Greenwich, LLC

THIS GUARANTY AGREEMENT (this "Guaranty") is made as of the 6th of November, 2008 by **Harold J. Moffie** ("Guarantor", whether one or more) in favor of **People's United Bank**, a federally chartered banking corporation (the "Lender").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lender to extend credit to **Connecticut Health of Greenwich, LLC** ("Borrower"), Guarantor hereby undertakes and agrees as follows:

1. ***The Guaranty***. Guarantor hereby guaranties to Lender, absolutely and unconditionally, the prompt and full payment and performance when due of the indebtedness and obligations evidenced by that certain (a) Note in the original principal amount of $3,920,000.00, and (b) Note in the original principal amount of $1,520,000.00 each executed by Borrower in favor of Lender on even date herewith, and any and all renewals, modifications, and extensions thereof, and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether Borrower be bound severally or jointly, alone or with others, and whether as principal or as surety (all of which indebtedness, obligations and liabilities referred to in this sentence may be referred to herein as "Indebtedness"). This Guaranty is a guaranty of payment, not collection, and is intended to be and shall be construed to be a continuing guaranty. Lender, in its sole discretion, may proceed against Guarantor with or without having instituted any demand or action against or having obtained or executed upon any judgment against Borrower or other guarantors or sureties or asserting any rights against any collateral or security for the Indebtedness.

2. ***Obligations Not Impaired***. This Guaranty and all of the obligations of Guarantor hereunder shall remain in full force and effect without regard to and shall not be affected or impaired by: (a) any renewal, extension, amendment, modification of or addition or supplement to the Indebtedness, or any documents given in connection with any of the Indebtedness (all of which may hereinafter be referred to as the "Agreements"); (b) any extension, indulgence or other action or inaction in respect of any of the Agreements or the Indebtedness or any acceptance of security for, or other guaranties of, any of the Agreements or the Indebtedness, or any release, exchange, or alteration of any or all of such security or guaranties; (c) any default by Borrower under, or any lack of due execution, invalidity or unenforceability of, or any irregularity or other defect in, any of the Indebtedness or the Agreements; (d) any waiver by Lender of any required performance of any condition precedent or waiver of any requirement imposed by any of the Indebtedness or the Agreements; (e) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Guaranty or any of the Indebtedness or the Agreements; (f) any sale, lease, transfer or other disposition of the assets of Borrower to, or any consolidation or merger of Borrower with or into, any other person, corporation, or entity, or any

transfer or other disposition by Guarantor or any other holder of any shares of capital stock of Borrower; (g) the addition of a new guarantor or guarantors or any suit against, compromise with or release of any other guarantor; (h) Lender's failure to use diligence in preserving the liability of any person with respect to the Indebtedness or bringing suit to enforce the collection of the Indebtedness; (i) any bankruptcy, insolvency, reorganization or similar proceedings involving or affecting Borrower; (j) any release or subordination of any security interest of Lender in the assets of Borrower; (k) any change in the status, composition, structure or name of Borrower, including, but not limited to, change by reason of merger, dissolution, consolidation, reorganization or addition or withdrawal of a partner or limited partner; (l) the validity or enforceability of any promissory note, loan document or other agreement evidencing all or a part of the Indebtedness; (m) any defense arising by reason of any disability or other defense of Borrower or any endorser, guarantor, co-maker or other person; or (n) any other circumstances which might otherwise constitute a legal or equitable discharge or defense of a guarantor, other than a written release signed by Lender.

3. ***Waiver***. Guarantor unconditionally waives: (a) notice of any of the matters referred to in Paragraph 2 above; (b) all notices which may be required by statute, rule of law or otherwise to preserve any right of Lender, including without limitation, notice to Guarantor of default, intent to accelerate, acceleration, presentment to and demand of payment or performance from Borrower and protest for non-payment or dishonor; (c) any exercise by Lender of any right, remedy, power or privilege in connection with any of the Agreements; (d) any requirement of promptness or diligence on the part of Lender.

4. ***Modification/Revocation***. No modification, consent or waiver of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall be effective unless the same shall be executed by Lender and Guarantor and then shall be effective only in the specific instance and for the purpose for which given. This is a continuing guaranty relating to all of the Indebtedness, including Indebtedness arising under successive transactions which from time to time continue or renew the Indebtedness after it has been satisfied.

5. ***Full Performance***. Nothing shall discharge or satisfy any liability or obligation of Guarantor hereunder except the full performance and satisfaction of the entire Indebtedness. Guarantor further agrees that to the extent that 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 and/or required to be repaid to a trustee, receiver or any other party under any state or federal bankruptcy or receivership law, common law or equitable cause, then to the extent of such payment or repayment, the obligation 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.

6. ***Benefit to Guarantor/Condition of Guarantor***. Guarantor acknowledges and warrants that Guarantor derives and expects to derive financial and other benefits, directly or indirectly, from the extension of credit from Lender to Borrower and from each and every renewal, extension, release of collateral or other relinquishment of legal rights made or granted

or to be made or granted by Lender to Borrower. Guarantor further represents and warrants to Lender that, as of the date of this Guaranty, the fair market value of Guarantor's respective assets exceed Guarantor's respective liabilities; Guarantor is meeting current liabilities as they mature; the financial statements furnished to Lender by Guarantor are true, complete and correct in all material respects, do not omit any facts or circumstances necessary to make the statements therein not misleading, and include in any footnotes all contingent liabilities of the undersigned; there has been no material adverse change in the financial condition of Guarantor since the date of the financial statement; there are no pending material court or administrative proceedings or undischarged judgments against Guarantor, and no federal or state tax liens against Guarantor; Guarantor is not in default or claimed to be in default under any agreement requiring the repayment of money. Guarantor agrees to furnish Lender with immediate written notice of any material adverse change in its financial condition, including, without limitation, litigation commenced, tax liens filed, defaults claimed under their indebtedness for borrowed money or bankruptcy proceedings commenced against Guarantor. Guarantor also agrees to provide Lender with an annual financial statement in a form and format acceptable to Lender and audited by an independent certified public accounting firm acceptable to Lender, within ninety (90) days of Guarantor's fiscal year-end, and hereby affirms that any updated financial statements shall comply with the warranties and representations hereinabove set forth. Guarantor further agrees to provide annual tax returns to Lender with all schedules attached, contemporaneously with their filing with the Internal Revenue Service.

7. ***Rights and Remedies***. All rights and remedies of the Lender hereunder are cumulative of each other and of every other right or remedy which the Lender may have at law or in equity or under any contract or document, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. Lender shall not be required to pursue any other remedies before invoking the benefits of this Guaranty; specifically Lender shall not be required to take any action against Borrower or any other person or to exhaust its remedies against collateral and other security.

8. ***Costs of Collection***. Guarantor agrees to reimburse Lender for all expenses (including, without limitation, reasonable legal fees) incurred by Lender in connection with the collection of any sums payable by Guarantor hereunder.

9. ***Notice***. All written notices shall be given to Lender at One Financial Plaza, Hartford, Connecticut 06103, Attn: Peter C. Lange, Vice President or at such other address(es) as Lender may specify hereafter. Any notice that Lender may elect to give Guarantor shall be deemed effective when forwarded by mail to the following address (or at such other address as Guarantor may specify, in writing, to Lender): Unit 1, 10 Canal Road, Suffield, Connecticut 06078, Attention: Harold J. Moffie, with a copy to Raymond W. Hassett, Esq., Hassett & George, P.C., 945 Hopmeadow Street, Simsbury, Connecticut 06070.

10. ***Successors and Assigns***. This Guaranty shall be binding upon Guarantor and upon the heirs, executors and administrators, or successors and assigns (as the case may be) of Guarantor, and shall inure to the benefit of Lender's successors and assigns; all references herein

to Borrower and to Guarantor shall be deemed to include their successors and assigns or heirs, executors and administrators (as the case may be). Guarantor may not sell, transfer or assign any of their obligations or liabilities under this Guaranty without the express written consent of Lender. Lender may sell, transfer or assign this Guaranty, in its sole discretion, without notice, and each successive assignee shall have the right to enforce this Guaranty for its benefit.

11. ***Severability***. In the event that any obligation hereunder becomes unavailable or unenforceable for whatever reason, such provision or obligation shall be deemed null and void to the extent of such unavailability or unenforceability and shall be deemed severable from but shall not invalidate any other obligation or provision hereunder. In the event that the Guarantor is released from any obligations hereunder or such obligations become unenforceable or unavailable with respect to Guarantor for whatever reason, such release, unavailability or unenforceability shall be severable and all other obligations hereunder shall continue in effect with respect to Guarantor.

12. ***Subordination and Subrogation***. Guarantor agrees that on and after the occurrence of any event of default under the Note or hereunder, any indebtedness of the Borrower to Guarantor or any indebtedness arising or accruing out of any payment which Guarantor may make pursuant to this Guaranty shall be fully subordinate and junior in priority in right of payment to any indebtedness of Borrower to Lender and Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse for any such indebtedness, unless and until the entire principal balance, accrued interest and all other amounts required to be paid under and pursuant to the Indebtedness and the Agreements shall have been paid in full. The Guarantor hereby agrees that such indebtedness of Borrower to Guarantor, present and future, is hereby assigned to Lender and all monies received by Guarantor in respect thereof shall be received in trust for Lender and forthwith upon receipt shall be paid over to Lender, all without in any way limiting or lessening the liability of Guarantor under this Guaranty.

13. ***Limitation on Interest***. Guarantor acknowledges and agrees that Guarantor and Lender intend to contract in strict compliance with applicable usury laws, if any, from time to time in effect. In furtherance thereof, Guarantor stipulates and agrees that none of the terms and provisions contained in this Guaranty shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect. All agreements between Guarantor and Lender, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment of any indebtedness guaranteed hereby or otherwise, shall the interest contracted for, charged or received by Lender exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Lender in excess of the maximum lawful amount, the interest payable to Lender shall be reduced to the maximum amount permitted under applicable law; and, if from any circumstance Lender shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal of the

indebtedness guaranteed hereby and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the indebtedness guaranteed hereby such excess shall be refunded to Guarantor or other appropriate party. All interest paid or agreed to be paid to the Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of Borrower's credit relationship with Lender until payment in full of the principal of the Indebtedness guaranteed hereby (including the period of any renewal or extension thereof) so that interest thereon for such full period shall not exceed the maximum amount permitted by applicable law.

14. *Headings*. The headings of paragraphs or subparagraphs of this Guaranty are intended for convenience only and shall not in any way control or affect the meaning or construction of any provision of this Guaranty.

15. *GOVERNING LAW/VENUE*. THIS GUARANTY SHALL BE DEEMED A CONTRACT AND INSTRUMENT MADE UNDER THE LAWS OF THE STATE OF CONNECTICUT, BORROWER'S PRINCIPAL PLACE OF BUSINESS, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT AND THE LAWS OF THE UNITED STATES OF AMERICA. GUARANTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF CONNECTICUT AND AGREE AND CONSENT THAT SERVICE OF PROCESS MAY BE MADE UPON THEM IN ANY LEGAL PROCEEDING RELATING TO THIS GUARANTY BY ANY MEANS ALLOWED UNDER CONNECTICUT OR FEDERAL LAW. VENUE FOR ANY LEGAL PROCEEDING MAY BE HARTFORD COUNTY, CONNECTICUT, PROVIDED, THAT LENDER MAY CHOOSE ANY VENUE IN ANY STATE WHICH IT DEEMS APPROPRIATE IN THE EXERCISE OF ITS SOLE DISCRETION.

16. *LEGAL COUNSEL*. **GUARANTOR ACKNOWLEDGES THAT IT HAS BEEN OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH ALL MATTERS CONCERNING THIS GUARANTY, INCLUDING BUT NOT LIMITED TO THE NEGOTIATION, ACCEPTANCE AND EXECUTION OF THE GUARANTY; THAT IT HAS RELIED UPON OR HAS HAD THE OPPORTUNITY TO RELY UPON THE ADVICE OF ITS INDEPENDENT LEGAL COUNSEL IN AGREEING TO THE TERMS AND CONDITIONS HEREIN AND IN EXECUTING THIS GUARANTY; AND THAT IT HAS FREELY AND VOLUNTARILY ENTERED INTO THIS GUARANTY AS THE PRODUCT OF ARMS LENGTH NEGOTIATIONS.**

17. *WAIVER OF JURY TRIAL*. **GUARANTOR AND LENDER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDINGS (a) ARISING UNDER THIS GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR (b) IN ANY WAY**

CONNECTED WITH OR RELATED TO OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS GUARANTY, THE LOAN AGREEMENT, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. Guarantor AND LENDER HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL, WITHOUT A JURY, AND THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

18. ***WAIVER OF PREJUDGMENT REMEDY.*** **TO INDUCE LENDER TO ENTER INTO THE COMMERCIAL LOAN TRANSACTION OF WHICH THIS GUARANTY IS A PART, GUARANTOR AGREES THAT THIS GUARANTY IS MADE IN THE CONTEXT OF A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO A PRIOR NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZES LENDER'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.**

[THE REMAINDER OF THIS PAGE IS BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Harold J. Moffie

STATE OF CONNECTICUT)
) ss: Hartford
COUNTY OF HARTFORD)

On this 6th day of November, 2008, before me, the undersigned officer, personally appeared Harold J. Moffie, and acknowledged that he executed the within instrument as his free act and deed.

Raymond M. Hassett, Esq.
Commissioner of the Superior Court