

UNLIMITED GUARANTY

GUARANTY, dated June 15, 2007, by John J. Maffei (the "Guarantor"), in favor of R&D Investment Trust under Trust dated June 14, 2007, with a usual place of business at 346 Cushman Road, North Attleboro, Massachusetts 02760 (the "Infrastructure Investor"). In consideration of the Infrastructure Investor's investment to Coastal Realty Development, LLC, a Massachusetts limited liability company, (together with their successors, the "Coastal "), the Guarantor agrees as follows:

1. GUARANTY OF PAYMENT AND PERFORMANCE. The Guarantor hereby guarantees to the Infrastructure Investor the full and punctual payment when due (whether at maturity, by acceleration or otherwise), and the performance, of all liabilities, agreements and other obligations of Coastal to the Infrastructure Investor, whether direct or indirect, absolute or contingent, due or to become due, secured or unsecured, now existing or hereafter arising (whether by way of discount, letter of credit, lease, loan, overdraft or otherwise) (the "Obligations"). This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance of the Obligations and not of their collectibility only and is in no way conditioned upon any requirement that the Infrastructure Investor first attempt to collect any of the Obligations from Coastal or resort to any security or other means of obtaining their payment. Should Coastal default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder shall become immediately due and payable to the Infrastructure Investor, without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the Infrastructure Investor on any number of occasions.

2. GUARANTOR'S AGREEMENT TO PAY. The Guarantor further agrees, as the principal obligor and not as a guarantor only, to pay to the Infrastructure Investor, on demand, all costs and expenses (including court costs and legal expenses) incurred or expended by the Infrastructure Investor in connection with the Obligations, this Guaranty and the enforcement thereof, together with interest on amounts recoverable under this Guaranty from the time such amounts become due until payment, at the Default Rate of interest as defined in a certain Commercial Promissory Note of even date.

3. UNLIMITED GUARANTY. The liability of the Guarantor hereunder shall be unlimited.

4. WAIVERS BY GUARANTOR; INFRASTRUCTURE INVESTOR'S FREEDOM TO ACT. The Guarantor agrees that the Obligations will be paid and performed strictly in accordance with their respective terms regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Infrastructure Investor with respect thereto. The Guarantor waives presentment, demand, protest, notice of acceptance, notice of Obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of Coastal, and all suretyship defenses generally. Without limiting the generality of the foregoing, the Guarantor agrees to the provisions of any instrument evidencing, securing or otherwise executed in connection with any Obligation and agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise

affected by (i) the failure of the Infrastructure Investor to assert any claim or demand or to enforce any right or remedy against Coastal ; (ii) any extensions or renewals of any Obligation; (iii) any rescissions, waivers, amendments or modifications of any of the terms or provisions of any agreement evidencing, securing or otherwise executed in connection with any Obligation; (iv) the substitution or release of any entity primarily or secondarily liable for any Obligation; (v) the adequacy of any rights the Infrastructure Investor may have against any collateral or other means of obtaining repayment of the Obligations; (vi) the impairment of any collateral securing the Obligations, including without limitation the failure to perfect or preserve any rights the Infrastructure Investor might have in such collateral or the substitution, exchange, surrender, release, loss or destruction of any such collateral; or (vii) any other act or omission which might in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a release or discharge of the Guarantor, all of which may be done without notice to the Guarantor.

5. UNENFORCEABILITY OF OBLIGATIONS AGAINST COASTAL. If for any reason Coastal has no legal existence or is under no legal obligation to discharge any of the Obligations, or if any of the Obligations have become irrecoverable from Coastal by operation of law or for any other reason, this Guaranty shall nevertheless be binding on the Guarantor to the same extent as if the Guarantor at all times had been the principal obligor on all such Obligations. In the event that acceleration of the time for payment of the Obligations is stayed upon the insolvency or reorganization of Coastal, or for any other reason, all such amounts otherwise subject to acceleration under the terms of any agreement evidencing, securing or otherwise executed in connection with any Obligation shall be immediately due and payable by the Guarantor.

6. SUBROGATION; SUBORDINATION. Until the payment and performance in full of all Obligations and any and all obligations of Coastal to any affiliate of the Infrastructure Investor, the Guarantor shall not exercise any rights against Coastal arising as a result of payment by the Guarantor hereunder, by way of subrogation or otherwise, and will not prove any claim in competition with the Infrastructure Investor or its affiliates in respect of bankruptcy or insolvency proceedings of Coastal of any nature; the Guarantor will not claim any set-off or counterclaim against Coastal in respect of any liability of the Guarantor to Coastal; and the Guarantor waives any benefit of and any right to participate in any collateral which may be held by the Infrastructure Investor or any such affiliate. The payment of any amounts due with respect to any indebtedness of Coastal now or hereafter held by the Guarantor is hereby subordinated to the prior payment in full of the Obligations, provided that so long as no default in the payment or performance of the Obligations has occurred and is continuing, or no demand for payment of any of the Obligations has been made that remains unsatisfied, Coastal may make, and the Guarantor may demand and accept, any scheduled payments of principal of and interest on such subordinated indebtedness in the amounts, at the rates and on the dates specified in such instruments, securities or other writings as shall evidence such subordinated indebtedness and may accept any other payments due to Guarantor from Coastal and may draw a salary and other compensation from Coastal as contemplated in the budget submitted to and approved by the Infrastructure Investor in the Project Schedule attached as Exhibit "C" to that Investment Agreement between the Infrastructure Investor and Coastal of even date herewith, subject to amendment and modification as agreed to in writing between Coastal and the Infrastructure Investor . The Guarantor agrees that after the occurrence of any default in the payment or performance of the

Obligations, the Guarantor will not demand, sue for or otherwise attempt to collect any such indebtedness of Coastal to the Guarantor until the Obligations shall have been paid in full. If, notwithstanding the foregoing sentence, the Guarantor shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by the Guarantor as trustee for the Infrastructure Investor and be paid over to the Infrastructure Investor on account of the Obligations without affecting in any manner the liability of the Guarantor under the other provisions of this Guaranty.

7. FURTHER ASSURANCES. The Guarantor agrees that the Guarantor will, from time to time at the request of the Infrastructure Investor, provide to the Infrastructure Investor (a) if the Guarantor is a corporation, partnership, trust, or other entity, the Guarantor's most recent audited and unaudited balance sheets and related statements of income and changes in financial condition (prepared on a consolidated basis with the Guarantor's subsidiaries, if any) and (b) if the Guarantor is an individual, the Guarantor's personal financial statement and most recent tax returns and (c) in any event, such other information relating to the business and affairs of the Guarantor as the Infrastructure Investor may reasonably request. The Guarantor also agrees to do all such things and execute all such documents, including financing statements, as the Infrastructure Investor may consider necessary or desirable to give full effect to this Guaranty and to perfect and preserve the rights and powers of the Infrastructure Investor hereunder.

8. SUCCESSORS AND ASSIGNS. This Guaranty shall be binding upon the Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by the Infrastructure Investor and its successors, transferees and assigns. Without limiting the generality of the foregoing sentence, the Infrastructure Investor may assign or otherwise transfer any agreement or any note held by it evidencing, securing or otherwise executed in connection with the Obligations, or sell participations in any interest therein, to any other person or entity, and such other person or entity shall thereupon become vested, to the extent set forth in the agreement evidencing such assignment, transfer or participation, with all the rights in respect thereof granted to the Infrastructure Investor herein.

9. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall be effective unless the same shall be in writing and signed by the Infrastructure Investor. No failure on the part of the Infrastructure Investor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

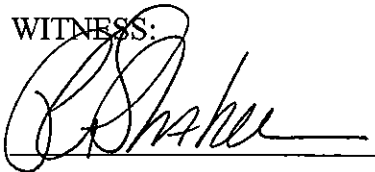
10. NOTICES. All notices and other communications called for hereunder shall be made in writing and, unless otherwise specifically provided herein, shall be deemed to have been duly made or given when delivered by hand or mailed first class mail postage prepaid or, in the case of telegraphic or telexed notice, when transmitted, answer back received, addressed as follows: if to the Guarantor, at the address set forth beneath its signature hereto, and if to the Infrastructure Investor, at 346 Cushman Road, North Attleboro, Massachusetts 02760, Attention: Raymond Bourque, or at such address as either party may designate in writing.

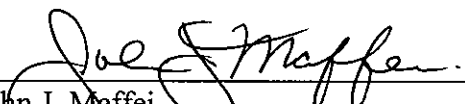
11. GOVERNING LAW; CONSENT TO JURISDICTION. This Guaranty is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts. The Guarantor agrees that any suit for the enforcement of this Guaranty may be brought in the courts of The Commonwealth of Massachusetts or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Guarantor by mail at the address specified in Section 12 hereof. The Guarantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

12. MISCELLANEOUS. This Guaranty constitutes the entire agreement of the Guarantor with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement, and this Guaranty shall be in addition to any other guaranty of the Obligations. The invalidity or unenforceability of any one or more sections of this Guaranty shall not affect the validity or enforceability of its remaining provisions. Captions are for the ease of reference only and shall not affect the meaning of the relevant provisions. The meanings of all defined terms used in this Guaranty shall be equally applicable to the singular and plural forms of the terms defined.

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty, or caused this Guaranty to be executed and delivered by its duly authorized officer, as a sealed instrument as of the date appearing on page one.

WITNESS:





John J. Maffei
Address: 192 Mystic Dr
Marston Mills Mass 02640