

**SECOND AMENDMENT TO  
NAS SOUTH WEYMOUTH AMENDED AND RESTATED  
DISPOSITION AND DEVELOPMENT AGREEMENT**

This Second Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("Second Amendment") is entered into as of the 16th day of April, 2009 by and between South Shore Tri-Town Development Corporation, a body politic and corporate established under Chapter 301 of the 1998 Massachusetts Acts and Resolves, as amended by Chapter 303 of the 2008 Massachusetts Acts and Resolves ("Corporation"), and LNR South Shore, LLC, a Delaware limited liability company ("LNR").

RECITALS

WHEREAS, the Corporation and LNR are parties to that certain NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of March 24, 2008, as amended by a First Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of March 26, 2009 (collectively, the "DDA Agreement") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts ("Base"); and

WHEREAS, the Corporation and LNR desire to extend the date by which LNR may elect to terminate the DDA Agreement pursuant to Section 3.1 thereof;

NOW, THEREFORE, the Corporation and LNR, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, hereby agree as follows:

1. The recitals set forth above hereby are incorporated into this Second Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Second Amendment shall have the same meaning as in the DDA Agreement.
3. The Corporation and LNR hereby agree and acknowledge that the date by which LNR may elect to terminate the DDA Agreement pursuant to Section 3.1 of the DDA Agreement is currently April 30, 2009. The Corporation and LNR hereby agree to extend such April 30, 2009 date to May 29, 2009.
4. This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns.
5. This Second Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

6. This Second Amendment is the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior agreements between the parties with respect to the matters contained in this Second Amendment and shall be deemed to be an amendment to the DDA Agreement. Any waiver, amendment, modification, consent or acquiescence with respect to any provision of this Second Amendment or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed under seal by the duly authorized officers as of the date first written above.

SOUTH SHORE TRI-TOWN  
DEVELOPMENT CORPORATION

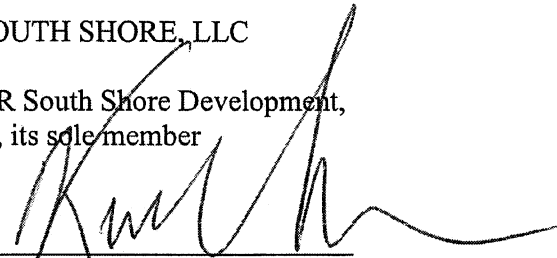
By: 

Name: Kevin R. Donovan

Title: Chief Executive Officer

LNR SOUTH SHORE, LLC

By: LNR South Shore Development,  
Inc., its sole member

By: 

Name: Kevin Chase

Title: Authorized Agent

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