

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

This First Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("First Amendment") is entered into as of the 26th day of March, 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 (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 First Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this First 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 March 31, 2009. The Corporation and LNR hereby agree to extend such March 31, 2009 date to April 30, 2009.
4. This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.
5. This First Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.
6. This First 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 First 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 First 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.

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

SOUTH SHORE TRI-TOWN
DEVELOPMENT CORPORATION

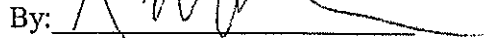
By: 

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

1816767.1

**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

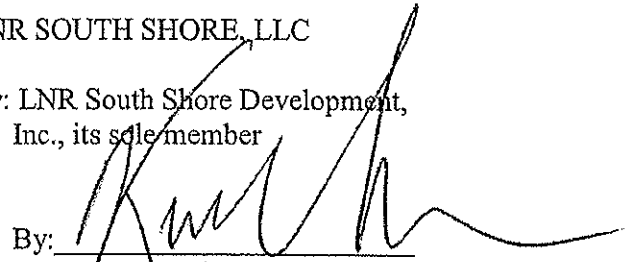
By: 

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

This Third Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("Third Amendment") is entered into as of the 27th day of May, 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 and a Second Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of April 16, 2009 (collectively, the "DDA Agreement") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; 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:

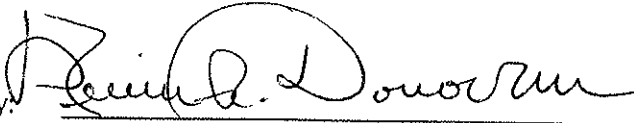
1. The recitals set forth above hereby are incorporated into this Third Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Third Amendment shall have the same meaning as in the DDA Agreement.
3. The Corporation and LNR hereby agree and acknowledge that the date by which LNR may elect to terminate the DDA Agreement pursuant to Section 3.1 of the DDA Agreement is currently May 29, 2009. The Corporation and LNR hereby agree to extend such May 29, 2009 date to July 31, 2009.
4. This Third Amendment shall be binding upon the parties hereto and their respective successors and assigns.
5. This Third Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

6. This Third 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 Third 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 Third 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]

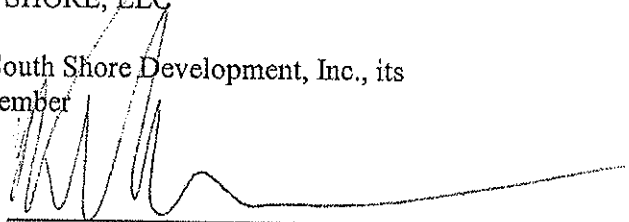
IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed under seal by the duly authorized officers as of the date first written above.

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

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

20th This Fourth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("Fourth Amendment") is entered into as of the 24th day of July, 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, a Second Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of April 16, 2009, and a Third Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of May 27, 2009 (collectively, the "DDA Agreement") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; 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, agree as follows:

1. The recitals set forth above hereby are incorporated into this Fourth Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Fourth 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 July 31, 2009. The Corporation and LNR hereby agree to extend such July 31, 2009 date to September 30, 2009.
4. This Fourth Amendment shall be binding upon the parties hereto and their respective successors and assigns.


5. This Fourth Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

6. This Fourth 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 Fourth 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 Fourth 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]

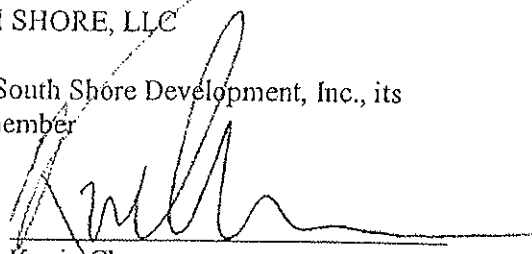
IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed under seal by the duly authorized officers as of the date first written above.

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

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

This Fifth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("Fifth Amendment") is entered into as of the 29th day of September, 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, as further amended by a Second Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of April 16, 2009, as further amended by a Third Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of May 27, 2009, and as further amended by a Fourth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement dated as of July 24, 2009 (collectively, the "DDA Agreement") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; 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 Fifth Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Fifth 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 September 30, 2009. The Corporation and LNR hereby agree to extend such September 30, 2009 date to December 31, 2009.

4. This Fifth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

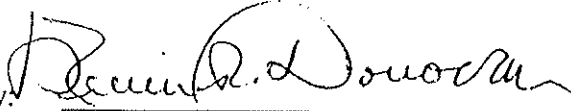
5. This Fifth Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

6. This Fifth 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 Fifth 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 Fifth 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]

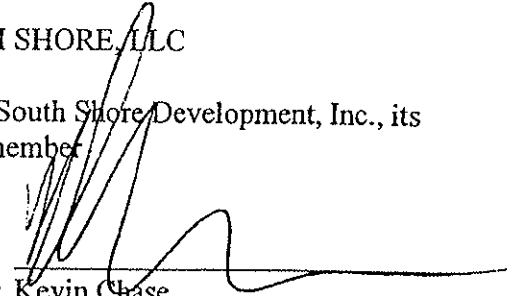
IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed under seal by the duly authorized officers as of the date first written above.

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

LNR SOUTH SHORE, LLC
1900 Crown Colony Drive, Suite 401
Quincy, MA 02169

By Electronic and Regular Mail

September 18, 2009

Chairman of the Board of Directors
South Shore Tri-Town Development Corporation
223 Shea Memorial Drive
South Weymouth, MA 02190

Re: NAS South Weymouth

Dear Mr. Chairman:

Reference is made to the letter agreement dated July 2, 2009 between South Shore Tri-Town Development Corporation ("SSTTDC") and LNR South Shore, LLC ("LNR") pursuant to which LNR advanced \$250,000 to SSTTDC, which was to be used by SSTTDC to fund its operations through September 30, 2009. SSTTDC has requested that LNR advance to SSTTDC an additional \$250,000, which SSTTDC will use to fund its operations through December 31, 2009.

LNR has considered this request, and agrees to make the advance, without prejudice to any rights LNR has or may have, and without obligating LNR to make any additional advances, on the following conditions:

1. The advance will be made in two installments as follows: The amount of \$125,000.00 will be paid to SSTTDC on or before October 5, 2009. A second payment in the amount of \$125,000.00 will be paid to SSTTDC on or before November 15, 2009.
2. LNR reserves the right to stop making payments at any time if SSTTDC does not comply with the provisions of this letter.
3. The total advance of \$250,000 shall be treated by SSTTDC as an advance payment by LNR of FY 2010 real estate taxes or payments in lieu thereof, unless the Massachusetts Department of Revenue determines that such treatment would not be appropriate, in which event such advance shall be applied against other amounts which may be due from LNR to SSTTDC.
4. SSTTDC will use its best efforts, on a consistent and continuing basis, to fulfill its obligations under Articles 7 and 8 of the Amended and Restated Development and Disposition Agreement ("DDA"). Representatives of SSTTDC and LNR shall continue to meet informally on Thursdays, at 9:00 a.m., on alternate weeks, at a mutually

acceptable location within the SouthField area, to discuss updates regarding the foregoing.

5. (a) No later than October 30, 2009, the Massachusetts Department of Revenue shall have certified the property values for multiple classes of property at SouthField and the Commissioner of the Department of Revenue and the Secretary of Administration and Finance shall have approved SSTTDC's taxation plan as required under SSTTDC's enabling legislation, and (b) no later than November 20, 2009, SSTTDC will have adopted classified property tax rates for the land in SouthField.

6. SSTTDC will use its best efforts to obtain, no later than October 30, 2009, (a) committed funding necessary to construct the portion of the Parkway (as defined in the DDA) from Route 3 to Shea Memorial Drive, and (b) a real estate interest from the Navy which will enable such construction and will satisfy any requirements of the committed funds.

7. No later than November 15, 2009, SSTTDC will issue a preliminary limited offering memorandum to the bond market for the first tranche of the Bonds (as defined in the DDA), which preliminary limited offering memorandum will require that a bond purchase agreement be executed, and funding occur, no later than December 15, 2009.

Please confirm the Board's approval of the terms of this letter agreement by signing where indicated below. If you have any questions, please call me.

Very truly yours,

Kevin R. Chase

Kevin R. Chase

cc: Kevin R. Donovan
Beth Mitchell, Esquire
Edward S. Hershfield, Esquire

THE TERMS OF THIS LETTER ARE AGREED TO BY:

SOUTH SHORE TRI-TOWN DEVELOPMENT CORPORATION

By:

Jeffrey Wall
Jeffrey Wall, Chairman

Date: September __, 2009

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

This Sixth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("**Sixth Amendment**") is entered into as of the 29th day of January 2010 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 dated as of March 26, 2009, as further amended by a Second Amendment dated as of April 16, 2009, as further amended by a Third Amendment dated as of May 27, 2009, as further amended by a Fourth Amendment dated as of July 27, 2009, and as further amended by a Fifth Amendment dated as of September 29, 2009 (collectively, the "**DDA**") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; and

WHEREAS, the Corporation and LNR desire to extend the date by which LNR may elect to terminate the DDA pursuant to Section 3.1 thereof, confirm certain agreements regarding the payment of Taxes and payments in lieu of taxes under both the DDA and the Supplemental Agreement, amend the Operations Funding payments due under the DDA, amend the funding of Anticipated Shortfalls under the DDA, amend the timing of the payment of Entitlement Fees under the DDA, and confirm certain agreements regarding the Bonds.

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 are hereby acknowledged, agree as follows:

1. The recitals set forth above hereby are incorporated into this Sixth Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Sixth Amendment shall have the same meaning as in the DDA.
3. The Corporation and LNR agree to extend the date by which LNR may elect to terminate the DDA pursuant to Section 3.1 of the DDA to June 1, 2010. All prior actions by LNR and SSTTDC to extend such date are hereby ratified and confirmed.
4. LNR and the Corporation acknowledge and agree that pursuant to Section 3.12 of the DDA, and pursuant to the Supplemental Agreement, LNR has paid to the Corporation the sum of \$108,000 with respect to payments in lieu of taxes for fiscal year 2009. LNR and the

Corporation further acknowledge and agree that, pursuant to letter agreements between LNR and the Corporation dated July 2, 2009 and September 18, 2009 (collectively, the "**Letter Agreements**"), on or about July 2, 2009, August 14, 2009, October 9, 2009 and November 20, 2009, LNR made payments to the Corporation of \$125,000.00 each, for a total of \$500,000, as an advance against real estate taxes or payments in lieu of taxes with respect to fiscal year 2010 (unless the Massachusetts Department of Revenue determines that such treatment would not be appropriate, in which event such payments shall be applied against other amounts which may be due from LNR to the Corporation). LNR and the Corporation further agree and acknowledge that notwithstanding the provisions of the DDA and the Supplemental Agreement, they have agreed as follows with respect to the payment of Taxes, Betterments and User Fees for fiscal year 2009 and fiscal year 2010.

(a) With respect to real estate taxes assessed by the Corporation on the FOST 1 Parcel and the FOST 2 Parcel for fiscal year 2009, simultaneously with the execution and delivery of this Sixth Amendment LNR is paying to the Corporation the sum of \$1,130,975.00, to be applied by the Corporation (i) first, towards real estate taxes for fiscal year 2009 in the amount of \$994,534.68 (such real estate tax bill having already been credited the \$108,000 referenced above which was previously paid by LNR to the Corporation for fiscal year 2009), and (ii) the balance of \$136,440.32 towards Operations Funding payments under Section 5.3 of the DDA that are payable on or after the date hereof.

(b) With respect to real estate taxes assessed by the Corporation on the FOST 1 Parcel and the FOST 2 Parcel for fiscal year 2010, not later than the last date that real estate taxes for fiscal year 2010 may be paid pursuant to applicable law without interest or penalties, LNR shall pay to the Corporation the sum of \$800,000, which shall be applied by the Corporation (i) first, towards real estate taxes for fiscal year 2010 (such real estate tax bill having already been credited the \$500,000 referenced above which was previously paid by LNR to the Corporation for fiscal year 2010, to the extent permitted by law), and (ii) the balance, if any, towards Operations Funding payments under Section 5.3 of the DDA that are payable on or after the date hereof.

(c) Except for (i) the sums previously paid by LNR to the Corporation, (ii) the amounts that will be paid by LNR pursuant to Sections 4(a) and (b) above, and (iii) any hook-up fees, water charges, sewer charges or other User Fees permitted by the DDA, no payments in lieu of taxes, real estate taxes or other payments constituting Taxes or Betterments shall be charged by, or due and payable to, the Corporation with respect to the FOST 1 Parcel or the FOST 2 Parcel under the DDA, the Supplemental Agreement or otherwise with respect to fiscal year 2010 or any fiscal year prior thereto; provided, however, that the Corporation may establish liens and assessments for Betterments pursuant to the DDA so long as no payments are required thereunder for fiscal year 2010 or any fiscal year prior thereto.

(d) The Supplemental Agreement is hereby terminated and of no further force and effect.

(e) LNR shall not make any payments in lieu of taxes to the Corporation pursuant to the DDA or the Supplemental Agreement with respect to fiscal year 2010.

5. Except for any payments under Section 4(a) or 4(b) above, the Corporation waives any other Operations Funding payments under Section 5.3 of the DDA which were required, or may otherwise be required, by the DDA (as it existed prior to this Sixth Amendment).

6. The Corporation waives any payments now or hereafter required to be paid by LNR pursuant to Section 5.4.1 of the DDA.

7. The Corporation agrees that the Entitlement Fees due from LNR to the Corporation with respect to the site plan approval issued by the Corporation on September 22, 2008 (the "**Site Plan Approval**") shall be due upon the earlier of (i) the issuance of a building permit for all or a portion of the improvements contemplated by the Site Plan Approval and (ii) December 31, 2011. The Corporation and LNR further agree that they will negotiate, in good faith (but with no obligation to agree), a further amendment to Section 5.6 of the DDA concerning the timing of the payment of Entitlement Fees for Development Permits issued by the Corporation after the effective date of this Sixth Amendment.

8. The following hereby is added to the DDA at the end of existing Section 8.1(b): "Notwithstanding any other provision of this Agreement, the Corporation and LNR hereby agree that, to the extent authorized by the Massachusetts Department of Revenue, real estate taxes to be paid by owners of land at the Base shall be determined for fiscal year 2010 using property tax rates that shall not exceed \$11.90 per \$1,000 of assessed value in the case of residential property, and \$17.50 per \$1,000 of assessed value in the case of commercial property, which tax rates are deemed to be within commercially acceptable market tolerances when measured against other commercial and residential properties in the 'South Shore area.'"

9. The Corporation and LNR agree that the Corporation's initial issuance of Bonds pursuant to Section 8.1 of the DDA shall occur on or before March 31, 2010, assuming there is a market for the purchase of said Bonds, and that LNR provides all reasonably necessary and timely assistance and cooperation to the Corporation in connection therewith. The amount of such issuance and the other terms and conditions regarding such issuance, such as the interest rate of the Bonds, shall be mutually agreed upon by the Corporation and LNR in advance of the issuance of said Bonds.

10. The following hereby is added to the DDA Agreement as Section 8.1(g): "The Corporation and LNR agree and acknowledge that certain costs which will be incurred in connection with the construction of the Parkway may not be eligible for payment from the \$15 million in federal funds being provided for the construction of the Parkway by the United States Government. These so-called 'non-participating costs' are currently estimated at approximately \$1 million and are associated exclusively with that section of Phase I Parkway being constructed by the Massachusetts Department of Transportation (Shea Boulevard to Station 109+00). The Corporation further agrees that the Corporation will execute and deliver an agreement, in form and substance reasonably acceptable to the Corporation, with the Massachusetts Department of Transportation regarding the payment of such 'non-participating

costs;' provided, however, that to the extent necessary, the Corporation will fund such 'non-participating costs out of the proceeds of the initial infrastructure bonds to be issued by the Corporation in March 2010, and that 50% of any such bonds issued by the Corporation shall not be deemed to be included in the \$90,000,000 of Bonds set forth in Section 8.1(a)."

11. The Corporation and LNR agree that, subject to applicable laws, the Corporation shall allocate to the payment of the Debt Service Requirement (as defined below) for any outstanding Bonds, commencing on the twenty-fifth (25th) month after the initial issuance of the Bonds, the lesser of (a) twenty-five percent (25%) of the real estate tax revenues levied, assessed and collected related to land or Development Units, or (b) such Debt Service Requirement. The Corporation and LNR further agree that, at each issuance of a certificate of occupancy for one or more Development Units within the FOST 1 Parcel or the FOST 2 Parcel (the "**Completed Units**"), the Corporation shall increase the allocation for the payment of the Debt Service Requirement for any outstanding Bonds related to the initial issuance of the Bonds (and not any subsequent issuance) with respect to such Completed Units to the lesser of (1) thirty-five percent (35%) of the real estate tax revenues levied, assessed and collected related to such Completed Units within the FOST 1 Parcel or the FOST 2 Parcel, or (2) such Debt Service Requirement. As defined herein, "**Debt Service Requirement**" means, for any period with respect to any Bonds, (i) the amount of principal, premium, if any, and interest payable with respect to such Bonds during such period, plus (ii) an amount, if any, by which the balance in any required reserve fund related to such Bonds, if any, is less than the required amount of such reserve fund, plus (iii) an amount equal to all required administrative expenses related to such Bonds (e.g., trustee's fees).

12. (a) In consideration of the payments LNR agrees to make in this Sixth Amendment, the Corporation hereby waives, releases and forgives LNR from any and all known defaults (whether asserted or unasserted) arising prior to the date hereof from the failure or alleged failure of LNR to make payments in lieu of taxes pursuant to the Supplemental Agreement and Section 3.12 of the DDA, Operations Funding payments pursuant to Section 5.3 of the DDA, additional payments related to Anticipated Shortfalls pursuant to Section 5.4.1 of the DDA and/or the Entitlement Fees with respect to the Site Plan Approval.

(b) LNR hereby waives and releases the Corporation from any claims, defenses, offsets or abatement LNR may possess regarding the Corporation's assessment of real estate taxes on the FOST 1 Parcel and the FOST 2 Parcel for fiscal year 2009, and LNR's payment of the real estate taxes assessed on the FOST 1 Parcel and the FOST 2 Parcel for fiscal year 2009, as set forth in Section 4(a) hereof.

13. This Sixth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

14. This Sixth Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

15. This Sixth 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 Sixth Amendment and shall be deemed to be an amendment to the DDA. Any waiver, amendment, modification, consent or acquiescence with

respect to any provision of this Sixth 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.

[END OF TEXT]

IN WITNESS WHEREOF, the parties have caused this Sixth 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: Jeffrey D. Wall

Title: Chairman of the Board

LNR SOUTH SHORE, LLC, a Delaware limited liability company

BY: LNR Development Properties, Inc., a Delaware corporation, its sole member

By: _____

Name: _____

Title: _____

AGREEMENT REGARDING NON-PARTICIPATING COSTS

THIS AGREEMENT (the "Agreement"), dated as of October 4, 2010, is made 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 (the "Corporation"), and LNR South Shore, LLC, a Delaware limited liability company ("LNR").

Recitals:

A. Reference is made to the Sixth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement (the "Sixth Amendment"), dated as of January 29, 2010, by and between the Corporation and LNR.

B. Reference is also made to the Agreement (the "Non-Participation Agreement") to be executed by and between the Corporation and The Commonwealth of Massachusetts, acting by and through its Department of Transportation, Highway Division ("MassDOT"), regarding certain non-participating work, as described in the Non-Participation Agreement (the "Work").

C. Pursuant to the Non-Participation Agreement, the Corporation is obligated to make certain payments to contractors for Work in connection with the construction of the Project (as defined in the Non-Participation Agreement).

D. Paragraph 10 of the Sixth Amendment contemplated that the Corporation would fund the cost of the Work out of the proceeds of the initial bonds ("Initial Bonds") to be issued by the Corporation in March 2010.

E. The Initial Bonds were not issued until August, 2010.

F. When the Initial Bonds were issued, the Corporation and LNR agreed that any proceeds of the Initial Bonds which the Corporation retained would have reduced the proceeds of the Initial Bonds which otherwise would have been paid to LNR. Accordingly, the Corporation and LNR agreed, notwithstanding the provisions of paragraph 10 of the Sixth Amendment, that the Corporation would not retain any of the proceeds of the Initial Bonds to pay the cost of the Work, but rather that proceeds (without deduction for any such retention) would be paid to LNR, and LNR would agree to fund the cost of the Work, which at that time was estimated to be approximately \$1 million.

G. Paragraph 10 of the Sixth Amendment also contemplated that 50% of the proceeds of the Initial Bonds used to fund the cost of the Work would not be deemed to be included in the \$90,000,000 of the Bonds (as defined in the Sixth Amendment) set forth in Section 8.1(a) of the DDA (as defined in the Sixth Amendment).

H. The Corporation has requested that LNR provide adequate assurances it will provide funds to pay the cost of the Work and LNR has agreed to provide such assurances as set forth in this Agreement.

Agreement:

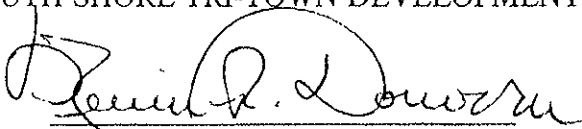
NOW, THEREFORE, for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the Corporation and LNR agree as follows:

1. The Recitals set forth above are incorporated herein by reference and are a material part of this Agreement.
2. Within ten (10) days after written request therefor from the Corporation, LNR shall make periodic payments to the Corporation or, at the Corporation's request, directly to the contractors, to pay the cost of the Work as specified in the applicable written order issued by MassDOT pursuant to the Non-Participation Agreement. If any payment is made to the Corporation, upon request the Corporation shall provide reasonable evidence as to its being used to pay the cost of the Work.
3. As noted above, at the time the Initial Bonds were issued, the Corporation and LNR anticipated that the cost of the Work would not exceed \$1 Million. If the Corporation or LNR estimates that the cost of the Work may exceed \$1 Million, the Corporation and LNR shall discuss, in good faith, the manner in which any excess will be funded and whether any aspects of the Work can be reduced or eliminated from the Project.
4. As contemplated by paragraph 10 of the Sixth Amendment, the proceeds of the Initial Bonds which LNR received shall be deemed to be reduced by fifty percent (50%) of any amounts paid by LNR to fund the cost of the Work for purposes of determining if the Corporation has financed the \$90,000,000 of Bonds set forth in Section 8.1(a) of the DDA.
5. If required by MassDOT, LNR will deposit an amount for the cost of the Work into escrow, under escrow arrangements reasonably satisfactory to the Corporation, LNR and MassDOT, with any excess remaining upon the completion of the Work to be returned to LNR. The amount placed into escrow will be acceptable to MassDOT, but will in no event exceed \$1 million.
6. The provisions of Section 13.1 of the DDA shall be applicable, *mutatis mutandis*, to LNR's failure to perform its obligations under this Agreement.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument.
9. This Agreement and the Sixth Amendment are the entire agreements between the parties hereto with respect to the subject matter hereof. Any waiver, amendment, modification, consent or acquiescence with respect to any provision of this Agreement or with respect to any failure to perform in accordance herewith 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.

EXECUTED under seal as of the date first written above.

SOUTH SHORE TRI-TOWN DEVELOPMENT CORPORATION

By:

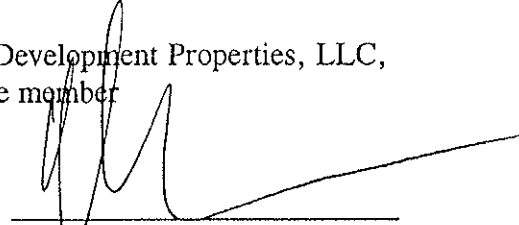


Kevin R. Donovan
Chief Executive Officer

LNR SOUTH SHORE, LLC

By: LNR Development Properties, LLC,
Its sole member

By:



Kevin Chase
Authorized Agent

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

This Seventh Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("**Seventh Amendment**") is entered into as of the 27th day of April, 2010 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 (the "**2008 DDA**"), as amended by a First Amendment dated as of March 26, 2009, as further amended by a Second Amendment dated as of April 16, 2009, as further amended by a Third Amendment dated as of May 27, 2009, as further amended by a Fourth Amendment dated as of July 27, 2009, as further amended by a Fifth Amendment dated as of September 29, 2009, and as further amended by a Sixth Amendment dated as of January 29, 2010 (the 2008 DDA, as so amended, the "**DDA**") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; and

WHEREAS, the Corporation and LNR desire to modify certain terms and provisions of the DDA to reflect changes in the planned financing of the Parkway, modifications required in connection with the Bond financing and certain other changes since the date of the 2008 DDA.

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 are hereby acknowledged, agree as follows:

1. The recitals set forth above hereby are incorporated into this Seventh Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Seventh Amendment shall have the same meaning as in the DDA.
3. The defined term "Net New State Revenues" shall be replaced by "New State Tax Revenues."
4. The Parkway Memoranda of Agreement attached as Exhibit I to the DDA shall be replaced in their entirety by the Parkway Memoranda of Agreement attached hereto as Exhibit I.
5. The second sentence of Section 5.6 of the DDA is hereby deleted in its entirety and the following substituted therefor: "The Entitlement Fees due with respect to the site plan approval issued by the Corporation on September 22, 2008 shall be due upon the earlier of (i) the

issuance of a building permit for all or a portion of the improvements contemplated by such site plan approval and (ii) December 31, 2011. All other Entitlement Fees shall be paid to the Corporation upon the issuance by the Corporation of a building permit. All Entitlement Fees shall be calculated at the rate of Two Thousand Two Hundred Thirty-Six and 00/100 dollars (\$2,236.00) for each Development Unit."

6. Section 7.3 of the DDA is amended to add the following provisions:

"LNR agrees to use reasonable efforts to assist the Corporation in fulfilling the Corporation's reporting obligations under the Parkway Memoranda of Agreement."

7. Section 8.1(e) is hereby deleted in its entirety and the following substituted therefor: "(e) Without limiting the foregoing obligation of the Corporation, the Corporation and LNR agree that: (i) the Corporation's initial issuance of Bonds pursuant to Section 8.1 of the DDA shall occur on or before June 11, 2010, assuming there is a market for the purchase of said Bonds, and that LNR provides all reasonably necessary and timely assistance and cooperation to the Corporation in connection therewith, the amount of such issuance and the other terms and conditions regarding such issuance, such as the interest rate of the Bonds, to be mutually agreed upon by the Corporation and LNR in advance of the issuance of said Bonds; and (ii) LNR and the Corporation shall cooperate in good faith to develop a schedule for such timely additional bond issuances and for any other funding mechanisms to be employed by the Corporation under this Agreement. Such schedule shall, to the extent feasible, set forth program financing obligations and instruments by series, in amounts necessary to fulfill the Corporation's obligations under this Agreement. Such schedule, when agreed upon, shall be attached to, and incorporated into this Agreement as Exhibit K."

8. The Corporation and LNR acknowledge that the amended Enabling Legislation has been enacted and that Section 8.3 of the DDA has no further force or effect. Exhibit L of the DDA is hereby deleted in its entirety and the amended Enabling Legislation is hereby substituted in its place, in the form of Exhibit L attached hereto.

9. To facilitate the issuance of the Bonds, LNR hereby agrees that there is no current or alleged default by the Corporation under the DDA and that LNR hereby waives and releases the Corporation from any and all defaults under the DDA arising prior to the date hereof.

10. To facilitate the issuance of the Bonds, the Corporation agrees that there is no current or alleged default by LNR under the DDA and that the Corporation hereby waives and releases LNR from any and all defaults under the DDA arising prior to the date hereof.

11. The notice addresses for the Corporation in Section 15.8 shall be deleted and the following substituted therefor:

If to Corporation:	Chairman of the Board of Directors South Shore Tri-Town Development Corporation 223 Shea Memorial Drive South Weymouth, MA 02190
--------------------	---

With copies to: Chief Executive Officer
South Shore Tri-Town Development Corporation
223 Shea Memorial Drive
South Weymouth, MA 02190

and

Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Beth H. Mitchell, Esq.

12. This Seventh Amendment shall be binding upon the parties hereto and their respective successors and assigns.


13. This Seventh Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

14. This Seventh 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 Seventh Amendment and shall be deemed to be an amendment to the DDA. Any waiver, amendment, modification, consent or acquiescence with respect to any provision of this Seventh 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.

[END OF TEXT]

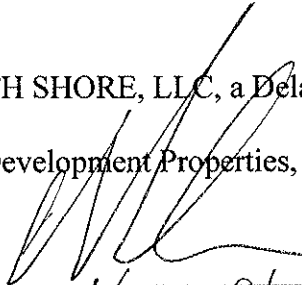
IN WITNESS WHEREOF, the parties have caused this Seventh Amendment to be executed under seal by the duly authorized officers as of the date first written above.

SOUTH SHORE TRI-TOWN DEVELOPMENT CORPORATION

By: 
Name: Kevin R. Donovan
Title: Chief Executive Officer

LNR SOUTH SHORE, LLC, a Delaware limited liability company

BY: LNR Development Properties, Inc., a Delaware corporation, its sole member

By: 
Name: Kevin Chase
Title: authorized agent

1905837.5

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

This Eighth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("**Eighth Amendment**") is entered into as of the 17th day of June, 2010 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 (the "**2008 DDA**"), as amended by a First Amendment dated as of March 26, 2009, as further amended by a Second Amendment dated as of April 16, 2009, as further amended by a Third Amendment dated as of May 27, 2009, as further amended by a Fourth Amendment dated as of July 27, 2009, as further amended by a Fifth Amendment dated as of September 29, 2009, as further amended by a Sixth Amendment dated as of January 29, 2010, and as further amended by a Seventh Amendment dated as of April 27, 2010 (the 2008 DDA, as so amended, the "**DDA**") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; and

WHEREAS, the Corporation and LNR desire to extend the date by which LNR may elect to terminate the DDA pursuant to Section 3.1 thereof, and to amend Section 15.1 of the DDA regarding the Letter of Credit provided to the Corporation thereunder.

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 are hereby acknowledged, agree as follows:

1. The recitals set forth above hereby are incorporated into this Eighth Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Eighth Amendment shall have the same meaning as in the DDA.
3. The Corporation and LNR agree to extend the date by which LNR may elect to terminate the DDA pursuant to Section 3.1 of the DDA to September 30, 2010. All prior actions by LNR and the Corporation to extend such date are hereby ratified and confirmed.
4. The following is hereby added to the DDA at the end of existing Section 15.1: "The Corporation and LNR agree that, upon the delivery by LNR to the Commonwealth of Massachusetts (the "**Commonwealth**") of a letter of credit in the sum of one million dollars (\$1,000,000.00) pursuant to the letter agreement, dated June ____, 2010, by and among the

Corporation, LNR and the Commonwealth regarding the Parkway Memoranda of Agreement or pursuant to an amendment to the Parkway Memoranda of Agreement incorporating the terms of such letter agreement, the Corporation shall terminate LNR's obligation to maintain the Letter of Credit hereunder and the Corporation shall return to LNR the Letter of Credit, along with any documentation necessary to terminate the Letter of Credit."

5. This Eighth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

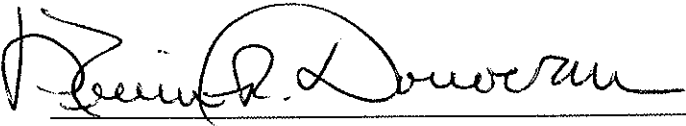
6. This Eighth Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

7. This Eighth 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 Eighth Amendment and shall be deemed to be an amendment to the DDA. Any waiver, amendment, modification, consent or acquiescence with respect to any provision of this Eighth 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.

[END OF TEXT]

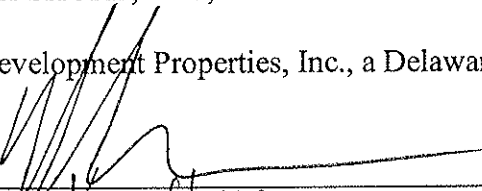
IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to be executed under seal by the duly authorized officers as of the date first written above.

SOUTH SHORE TRI-TOWN DEVELOPMENT CORPORATION

By: 
Name: Kevin R. Donovan
Title: Chief Executive Officer

LNR SOUTH SHORE, LLC, a Delaware limited liability company

BY: LNR Development Properties, Inc., a Delaware corporation, its sole member

By: 
Name: Kevin Chase
Title: Authorized Agent

1924701.5

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

This Ninth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("Ninth Amendment") is entered into as of the 27th day of September, 2010 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 dated as of March 26, 2009, as further amended by a Second Amendment dated as of April 16, 2009, as further amended by a Third Amendment dated as of May 27, 2009, as further amended by a Fourth Amendment dated as of July 24, 2009, as further amended by a Fifth Amendment dated as of September 29, 2009, as further amended by a Sixth Amendment dated as of January 29, 2010, as further amended by a Seventh Amendment dated as of April 27, 2010, and as further amended by an Eighth Amendment dated as of June 4, 2010 (collectively, the "DDA Agreement") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; 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 Ninth Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Ninth 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 September 30, 2010. The Corporation and LNR hereby agree to extend such September 30, 2010 date to, and including, December 31, 2010.
4. This Ninth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

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5. This Ninth Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.


6. This Ninth 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 Ninth 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 Ninth 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]

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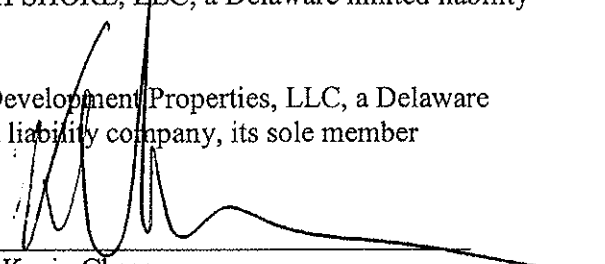
IN WITNESS WHEREOF, the parties have caused this Ninth Amendment to be executed under seal by the duly authorized officers as of the date first written above.

SOUTH SHORE TRI-TOWN DEVELOPMENT
CORPORATION

By: 
Name: Kevin R. Donovan
Title: Chief Executive Officer

LNR SOUTH SHORE, LLC, a Delaware limited liability
company

BY: LNR Development Properties, LLC, a Delaware
limited liability company, its sole member

By: 
Name: Kevin Chase
Title: Authorized Agent

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

This Tenth Amendment to NAS South Weymouth Amended and Restated Disposition and Development Agreement ("Tenth Amendment") is entered into as of the 28th day of December, 2010 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 dated as of March 26, 2009, as further amended by a Second Amendment dated as of April 16, 2009, as further amended by a Third Amendment dated as of May 27, 2009, as further amended by a Fourth Amendment dated as of July 24, 2009, as further amended by a Fifth Amendment dated as of September 29, 2009, as further amended by a Sixth Amendment dated as of January 29, 2010, as further amended by a Seventh Amendment dated as of April 27, 2010, as further amended by an Eighth Amendment dated as of June 4, 2010, and as further amended by a Ninth Amendment dated as of September 27, 2010 (collectively, the "DDA Agreement") in connection with the former Naval Air Station South Weymouth, located in Abington, Rockland and Weymouth, Massachusetts; 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 Tenth Amendment and made a part hereof.
2. Capitalized terms not otherwise defined in this Tenth 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 December 31, 2010. The Corporation and LNR hereby agree to extend such December 31, 2010 date to, and including, April 30, 2011.
4. This Tenth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

5. This Tenth Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument.

6. This Tenth 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 Tenth 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 Tenth 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 Tenth 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, a Delaware limited liability
company

BY: LNR Development Properties, LLC, a Delaware
limited liability company, its sole member

By: 

Name: Kevin Chase

Title: Authorized Agent