

**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.

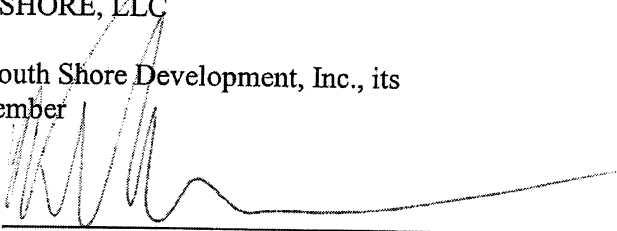
SOUTH SHORE TRI-TOWN DEVELOPMENT CORPORATION

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