

RE-STATED AND SECOND AMENDMENT TO OPERATING AGREEMENT

Second Amendment of Operating Agreement of Coastal Realty Development, LLC by and between Jeffrey D. Gosciminski and John J. Maffei, Managing Members, and Raymond D. Bourque, Trustee of R&D Investment Trust under Trust dated October 4, 2007.

WHEREAS, Coastal Realty Development, LLC ("Coastal") is a Massachusetts Limited Liability Company formed for the purposes of developing and owning real estate. Coastal was formed by Jeffrey D. Gosciminski and John J. Maffei on or about January 1, 2006. Gosciminski and Maffei are the sole Managing Members of the LLC; and

WHEREAS, Coastal is in need of additional capital in order to complete infrastructure improvements on property it is developing on Snipatuit Road in Rochester, Massachusetts; and

WHEREAS, R&D Investment Trust ("R&D") previously provided capital to Coastal in the amount of \$1,000,000.00 and is now willing to accommodate Coastal by providing additional capital in the amount of \$500,000.00 in exchange for a preferred secured equity interest in Coastal and

WHEREAS, R&D and Coastal have entered into an Investment Agreement (the "Agreement") dated June 15, 2007 and as amended by Amendment of even date.

NOW THEREFORE, in consideration of those promises and the capital contribution by R&D, it is agreed as follows:

1. The Operating Agreement of Coastal dated January 1, 2006, is hereby amended as provided therein to comply with the said Agreement including but not limited to, admitting R&D as a Member of the LLC.
2. The Operating Agreement is hereby amended provide for a separate class of membership. This separate class shall be non-voting, with the 51 percent Interest being transferred to the R&D in exchange for the Investment. In the event of default under the Agreement and/or the Mortgage (collectively, the "Documents"), among other remedies available to R&D, the Investor's Interest shall be convertible at the option of R&D into the controlling voting interest in the Company and the equitable and voting interests of the original members-manager whose signatures are set forth below (the "Original Managers") shall become non-voting for so long as one or more defaults under the Documents continue uncured, but the Original Managers' interests shall re-vest as voting interests, and R&D's Interest shall re-vest as non-voting, upon the cure in full by the Company or by third parties of all defaults under the Documents. Upon default under one or more of the Documents, and for the duration of such default(s), R&D shall become the sole manager of the Company, but for the sole purpose and objective of liquidating as much of the collateral granted under the Documents given to secure the

redemption of the then outstanding Investment and other obligations of the Company as provided in this Agreement.

3. R&D's entire interest in the Company shall be redeemed on in two installments as set forth in the Amended Investment Agreement on June 19, 2008 and October 6, 2008 (the "Redemption Dates"), subject to extension in accordance with the terms and conditions of Section 9 of the Agreement, without demand or any other notice of any kind, all of which are hereby expressly waived. The redemption price for the R&D's Interest, to be paid on the first Redemption Date, shall be **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00)**. The Redemption price for R&D's interest to be paid on the second redemption date shall be **SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000)** (the "Redemption Price").

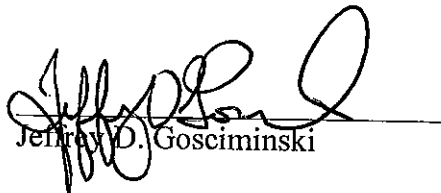
4. The Managing Members warrant and represent that R&D has been added as a Member on the books and records of the LLC.

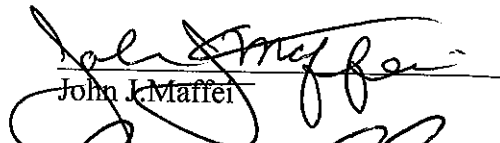
5. R&D agrees that upon redemption, it shall surrender its interest in the LLC.

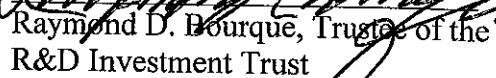
6. The Managing Members agree that all terms and conditions of the Operating Agreement needed to add R&D as a Member have been complied with.

7. The Agreement is incorporated herein by reference.

Witness our hands and seals this 4th day of October, 2007.


Jeremy D. Gosciminski


John J. Maffei


Raymond D. Bourque, Trustee of the
R&D Investment Trust