

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, by **COASTAL REALTY DEVELOPMENT, LLC**, a Massachusetts limited liability company having a principal place of business at 43 Tony Terrace, Bridgewater, MA 02324 (hereinafter the "Assignor"), hereby grants, assigns and transfers to **RAYMOND BOURQUE, TRUSTEE OF THE R&D INVESTMENT TRUST** under Trust dated June 14, 2007, 346 Cushman Road, North Attleboro, Massachusetts, 02760 (hereinafter referred to as the "Lender") all of the Assignor's right, title and interest in and to all leases, tenancies, and occupancies whether written or not, which have been entered into, or may, at any time in the future be entered into regarding any parcel or premises located at 727 and 737 Snipatuit Road, Rochester, Plymouth County, Massachusetts, as described in the Assignor's Mortgage to the Lender dated June 15, 2007 recorded herewith at Plymouth County Registry of Deeds, regarding any part or portion of such parcel or premises (which is referred to hereinafter as the "Premises"), together with all rent, income, and profit arising out of the use and occupation of the Premises.

1. ASSIGNMENT AS SECURITY

The within assignment is to secure the Performance by the Assignor(s) of its obligations under an Investment Agreement dated June 15, 2007.

2. ASSIGNOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

2-1. The Assignor represents that other than _____ no rent on any portion of the Premises has been assigned or anticipated.

2-2. The Assignor represents that no lease, occupancy or conditions exist which have not been disclosed to the Lender.

2-3. The Assignor covenants that it will not collect any rent, income or profit on account of any lease tenancy or occupancy of the Premises in advance of the time when such becomes due except in the case of a new tenant where Assignor may collect a security deposit along with first and last month's rent.

2-4 The Assignor will not make any other assignment of the Assignor's rights under any lease or tenancy or occupancy of Premises.

2-5. The Assignor will neither modify the terms nor accept the surrender or early termination of any lease tenancy or occupancy of the Premises except upon the prior written consent of the Lender.

2-6. The Assignor will not enter into any lease of the Premises or any portion thereof, for a period greater than five (5) years except upon the prior written consent of the Lender.

2-7. The Assignor will promptly furnish the Lender with a copy of each and every lease occupancy and tenancy of the Premises into which the Assignor may enter from time to time.

2-8. The Assignor will undertake all such reasonable actions as may be requested by the Lender in furtherance of the rights of the Lender hereunder.

2-9. The Assignor will promptly advise the Lender of all events regarding the Premises and tenancies and occupancies thereof which may have a material effect upon the Premises or such tenancies.

3. TERMS AND CONDITIONS

3-1. Unless and until any default by the Assignor in the performance of any obligations or liability of the Assignor to the Lender, the Assignor shall have the full right to make profit from the Premises and to collect, when due, all rent, income and profits arising out of the Premises to which the Assignor is entitled.

3-2. Upon or at any time after such default, the Lender may, at its option, without notice to the Assignor and without regard to the adequacy of the security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises or any portion thereof and hold, manage, lease, and operate the same on such terms and for such period of time as the Lender may deem proper and, with or without taking possession of the Premises demand, sue for, or otherwise collect all rents, income and profits of the Premises, including those past due and unpaid, with full power to make from time to time all such alterations, renovations, repairs, and replacements as may seem proper to the Lender, and apply such rents, income and profits to payment of all expenses of managing, operating and maintaining the Premises, all expenses incident to taking and retaining possession of the Premises, (including a management fee for the Lender, and the principal, interest, and other indebtedness and liabilities of the Assignor to the Lender in such order of priority as to any of the items mentioned in this paragraph as the Lender in its sole discretion may determine, any statute, law, custom or usage to the contrary notwithstanding.

3-3. The Lender shall not be liable for any loss sustained by Assignor resulting from the Lender's failure to let the premises or from any other act or omission of the Lender in managing the premises unless such loss is caused by the willful misconduct and bad faith of the Lender. Nor shall the Lender undertake any lease, tenancy, or occupancy or under or by reason of this assignment and Assignor agrees to indemnify the Lender for, and to hold the Lender harmless from, any liability, loss, or damage which may be incurred under any lease, tenancy, or occupancy of under or by reason of this assignment and from any claims and demands which may be asserted against the Lender by Reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants, or agreements contained in any lease tenancy, or occupancy; In the event that the Lender incurs any such liability under any lease, tenancy, or occupancy of under or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees shall be secured by this assignment, and Assignor shall reimburse the Lender therefor immediately upon demand and upon the failure of Assignor to so do the Lender may, at its option, declare all sums secured by this assignment immediately due and payable.

3-4. It is further understood that unless a default occurs and the Lender exercises its rights under this assignment, this assignment shall not operate to place responsibility for the control, care, management, or repair of the Premises upon the Lender, nor shall it operate to make the Lender

