

~~CONFIDENTIAL~~

OPERATING AGREEMENT OF COASTAL REALTY DEVELOPMENT LLC

This Operating Agreement ("Agreement") is entered into as of January 1, 2006 by Jeffrey D. Gosciminski, an individual with a principal place of business at 43 Tony Terrace, Bridgewater, MA; and Mr. John J. Maffei, an individual with a principal place of business at 192 Mystic Drive, Marston Mills, MA (all collectively referred to as "Members" and each individually as a "Member").

Background

The parties have agreed to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in, this Agreement.

THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

Agreement

I. Definitions. The following capitalized terms shall have the meanings specified in Section I of this Agreement. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

- (a) "**Act**" means the Limited Liability Company Act as in effect in the Commonwealth of Massachusetts, Mass Gen. L. Ch. 156C, as may be amended from time to time.
- (b) "**Adjusted Capital Account Deficit**" means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:
 - (i) the deficit shall be decreased by any amounts which the Interest Holder is deemed obligated to restore pursuant to Section 1.704-1(b)(2)(ii)(c) of the Regulation (as defined below); and
 - (ii) the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

- (b) "**Adjusted Capital Balance**" means, as of any day, an Interest Holder's total Capital Contributions less all amounts actually distributed to the Interest Holder pursuant to Sections 4.2.3.4.1 and 4.4. If any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Adjusted
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Capital Balance of the transferor to the extent the Adjusted Capital Balance relates to the Interest transferred.

- (c) "**Affiliate**" means, with respect to any Member, any Person: (i) which owns more than 50% of the voting interests in the Member; or (ii) in which the Member owns more than 50% of the voting interests; or (iii) in which more than 50% of the voting interests are owned by a Person who has a relationship with the Member described in Clause (i) or (ii) above.
- (d) "**Agreement**" means this Operating Agreement, as amended from time to time.
- (e) "**Secretary**" means the Secretary of the Commonwealth of Massachusetts.
- (f) "**Capital Account**" means the account maintained by the Company for each Interest Holder in accordance with the following provisions:
 - (i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's distributive share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3); and
 - (ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the amount of any liabilities of the Interest Holder assumed by the Company (or which are secured by property contributed by the Interest Holder to the Company), the Interest Holder's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3).

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted pursuant to Section 4.3.3, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment.

It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.



- (g) "**Capital Contribution**" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.
- (h) "**Capital Proceeds**" means the gross receipts received by the Company from a Capital Transaction.
- (i) "**Capital Transaction**" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financing, refinancing, condemnations, recoveries of damage awards, and insurance proceeds.
- (j) "**Cash Flow**" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements and replacements as determined by the Manager. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.
- (k) "**Code**" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.
- (l) "**Company**" means the limited liability company formed in accordance with this Agreement.
- (m) "**Interest**" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.
- (n) "**Interest Holder**" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.
- (o) "**Involuntary Withdrawal**" means, with respect to any Member, the occurrence of any of the following events:
- (i) the Member makes an assignment for the benefit of creditors;
 - (ii) the Member files a voluntary petition of bankruptcy;
 - (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;

- (iv) the Member files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v);
- (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for seventy-five (75) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for seventy-five (75) days or, if the appointment is stayed, for thirty (30) days after the expiration of the stay during which period the appointment is not vacated;
- (viii) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;
- (ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;
- (x) if the Member is a partnership or another limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;
- (xi) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter;
- (xii) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company; or
- (xiv) if the Member is expelled pursuant to the provisions of this Agreement.

(p) "**Manager**" is each of the Persons designated as such in Section V.

(q) "**Member**" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

- (r) "**Member Loan Nonrecourse Deductions**" means any Company deductions that would be Nonrecourse Deductions, if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(b).
- (s) "**Membership Interest**" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.
- (t) "**Minimum Gain**" has the meaning set forth in Regulation Sections 1.704-2(b)(2) and 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).
- (u) "**Negative Capital Account**" means a Capital Account with a balance of less than zero.
- (v) "**Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).
- (w) "**Nonrecourse Liability**" means any liability of the Company with respect to which no Member has personal liability determined in accordance with Section 1.752-1(a)(2) of the Regulations.
- (x) "**Percentage**" means, as to a Member, the percentage set forth after the Member's name on Exhibit A, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.
- (y) "**Person**" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.
- (z) "**Positive Capital Account**" means a Capital Account with a balance greater than zero.
- (aa) "**Profit**" and "**Loss**" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:
- (i) all items of income, gain, loss, deduction, or credit required to be stated

separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

- (ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;
 - (iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;
 - (iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;
 - (v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and
 - (vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.
- (bb) "**Regulations**" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.
- (cc) "**Transfer**" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means, voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

II. Formation and Name: Office; Purpose; Term

2.1. Organization. The parties have organized a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, shall cause an Amendment to the Certificate of Organization that shall provide for each of the parties to this Agreement to serve as Managers of the Company.

2.2. Name of the Company. The name of the Company shall be "Coastal Realty Development LLC". The Company may do business under that name and under any other name or names upon which the Managers select. If the Company does business under a name other than that set forth in its Certificate of Organization, then the Company shall file a trade name certificate as required by law.

2.3. Purpose. The Company is organized for the purpose of investment in, and ownership and development of, real estate and interests therein, including buying, acquiring, owning, operating, selling, financing, refinancing, disposing of and otherwise dealing with interests in real estate, directly or indirectly through joint ventures, partnerships or other entities; and to engage in any activities directly or indirectly related or incidental thereto.

2.4. Term. The term of the Company began upon the endorsement of the Amended Certificate of Organization by the Secretary and shall continue in existence until its existence is terminated pursuant to Section VII of this Agreement.

2.5. Principal Office. The principal office of the Company shall be located at 43 Tony Terrace, Bridgewater, MA or at any other location that the Managers select.

2.6. Statutory Agent. The name of the Company's statutory agent in the Commonwealth of Massachusetts shall be National Registered Agents, Inc., 303 Congress Street, 2d floor, Boston, MA 02108.

2.7. Members. The name, present mailing address, taxpayer identification number, and Percentage of each Member are set forth on Exhibit A.

2.8. Title to LLC Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

2.9. Nature of Member's Interest. The interests of all of the Members in the Company are personal property and shall not, under any circumstances, be considered real property.



III. Members; Capital; Capital Accounts.

3.1. Initial Capital Contributions. Upon the execution of this Agreement, the Members shall contribute to the Company in the form of cash and non-cash contributions as set forth in Exhibit "A" hereto.

3.2. Additional Capital Contributions. No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company.

3.3. No Interest on Capital Contributions. Interest Holders shall not be paid interest on their Capital Contributions.

3.4. Return of Capital Contributions. Except as otherwise provided in this Agreement, the Interest Holders who have made capital contributions will receive a return on their Capital Contributions within the first five years, from distributions of Cash Flow as provided herein, the refinancing of assets of the Company or through a capital investment by the Members.

3.5. Form of Return of Capital. If an Interest Holder is entitled to receive a return of a Capital Contribution, the Interest Holder shall not have the right to receive anything but cash in return of the Interest Holder's Capital Contribution.

3.6. Capital Accounts. A separate Capital Account shall be maintained for each Interest Holder.

3.7. Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

IV. Profit, Loss, and Distributions.

4.1. Distributions of Cash Flow and Allocations of Profit or Loss Other Than Capital Transactions.

4.1.1. Profit or Loss Other Than from a Capital Transaction. After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss (other than Profit or Loss resulting from a Capital Transaction, which Profit or Loss shall be allocated in accordance with the provisions of Sections 4.2.1 and 4.2.2) shall be allocated pari passu to the Interest Holders in proportion to their Percentages.

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4.2. Allocation of Profit or Loss from Capital Transactions.

4.2.1. Profit. After giving effect to the special allocations set forth in Section 4.3, Profit from a Capital Transaction shall be allocated as follows:

4.2.1.1. If one or more Interest Holders has a Negative Capital Account, to those Interest Holders, in proportion to their Negative Capital Accounts, until all of those Negative Capital Accounts have been reduced to zero.

4.2.1.2. Any Profit not allocated pursuant to Section 4.2.1.1 shall be allocated to the Interest Holders in proportion to, and to the extent of, the amounts distributable to them pursuant to Section 4.2.3.4.1 and 4.2.3.4.3.

4.2.1.3. Any Profit in excess of the foregoing allocations shall be allocated to the Interest Holders in proportion to their Percentages.



4.2.2. Loss. After giving effect to the special allocations set forth in Section 4.3, Loss from a Capital Transaction shall be allocated as follows:

4.2.2.1. If one or more Interest Holders has a Positive Capital Account, to those Interest Holders, in proportion to their Positive Capital Accounts, until all Positive Capital Accounts have been reduced to zero.

4.2.2.2. Any Loss not allocated to reduce Positive Capital Accounts to zero pursuant to Section 4.2.2.1 shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.3. Distribution of Capital Proceeds. Capital Proceeds shall be distributed and applied by the Managers in the following order and priority:

4.2.3.1. First, to the payment of all expenses of the Company incident to the Capital Transaction; then

4.2.3.2. Second, to the payment of debts and liabilities of the Company then due and outstanding (including all debts due to any Interest Holder); then

4.2.3.3. Third, to the establishment of any reserves which the Managers deem necessary for liabilities or obligations of the Company; then

4.2.3.4. The balance shall be distributed as follows:

4.2.3.4.1. to the Interest Holders in proportion to their Adjusted Capital Balances, until their remaining Adjusted Capital Balances have been paid in full; then

4.2.3.4.2. if any Interest Holder has a Positive Capital Account after the distributions made pursuant to Section 4.2.3.4.1 and before any further allocation of Profit pursuant to Section 4.2.1.3, to those Interest Holders in proportion to their Positive Capital Accounts; then

4.2.3.4.3. the balance, to the Interest Holders in proportion to their Percentages.

4.3. **Regulatory Allocations.**

4.3.1. Qualified Income Offset. No Interest Holder shall be allocated Losses or deductions, if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for

that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.2. Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(f)(2), (3) and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.3. Contributed Property and Book-ups. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder. Any elections or decisions relating to such allocations shall be made by the Managers in a manner that reasonably reflects the intent of the Agreement. Allocations pursuant to this Section 4.3.3 are solely for tax purposes and shall not affect any Member's Capital Account.

4.3.4. Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the

gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5. Nonrecourse Deductions. Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6. Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.3.7. Guaranteed Payments. To the extent any compensation paid to any Member by the Company, including any fees payable to any Member pursuant to Section 5.3 hereof, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

4.3.8. Withholding. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

4.4. Liquidation and Dissolution.

4.4.1. Distributions. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Percentage Interests, after taking into account all contributions, distributions, and allocations for all periods.

4.4.2. No Restoration of Negative Capital Account. Except as otherwise provided in this Agreement, no Interest Holder shall be obligated to restore a Negative Capital Account to the Company, and such deficit shall not be considered a debt owed to the Company or any other person for any purpose whatsoever.



4.5. General.

4.5.1. Distribution Timing and Amounts. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Managers.

4.5.2. In Kind Distributions. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. Allocations. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary non-recurring items of the Company.

4.5.4. Amendments. The Managers are hereby authorized, upon the advice of the Company's tax counsel, to amend this Section IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

4.5.5. No Liability for Members' Taxes. Notwithstanding any other provision of this Agreement, and except as provided in Section 3.4 hereof, all tax liabilities incurred or potentially incurred by each Interest Holder, whether assessed on the federal, state or local level, arising from the distribution of income or capital of the Company to such Interest Holder shall remain the sole responsibility of the Interest Holder so assessed such liability or so receiving such distribution and no Interest Holder shall hold or be permitted to hold the Company or any other Member or Interest Holder liable for any such tax obligations, either in whole or in part.. Further, in the event that any Interest



Holder incurs any liability for federal, state or local taxes arising from its status as an Interest Holder, such liability shall remain with the Interest Holder so assessed such tax liability and shall not give rise to any right of indemnification, contribution or refunds, in whole or in part, with regard to such liability.

V. **Management: Rights, Powers, and Duties**

5.1. Management.

5.1.1. Manager. The Company shall be managed by the Members of the Company, who collectively are referred to herein as the Managers. In the event of the resignation, disability or death of Mr. Jeffery D. Gosciminski, then Kim E. Gosciminski of 43 Tony Terrace Bridgewater, MA shall serve as a successor manager for the Company. In the event of the resignation, disability or death of Mr. John J. Maffei, then Mr. Robert A. Maffei of 28 Nicoletta's Way, Mashpee, MA 022649 shall serve as a successor manager for the company.

5.1.2. General Powers. Except to the extent that this Agreement specifically provides for a higher or lower number or percentage of Members, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Company shall be made by action of Members owning a majority of the Percentage Interests owned by all Members then entitled to vote on such action (a "Majority in Interest of the Members"). Subject to the foregoing, the Members shall have the exclusive right and full authority to manage, conduct and operate the Company's business, including without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business, or enter into a Capital Transaction;

5.1.2.4. enter into agreements and contracts, and to give receipts, releases, and discharges;

5.1.2.5. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments authorizing the confession of judgment against the Company.



5.1.2.7. execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.8. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.1.2.9. execute any and all other instruments and documents which may be necessary or in the opinion of the Managers desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.10. make any and all expenditures which the Managers, in their discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.1.2.11. enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company; and

5.1.2.12. invest and reinvest Company reserves in short-term instruments or money market funds.

5.1.3. Extraordinary Transactions. Notwithstanding anything to the contrary in this Agreement, the Managers reserve the right and discretion to negotiate, determine, approve and take action to effect:

5.1.3.1. the admission of additional Members to the Company;

5.1.3.2. the merger or consolidation of the Company with or into any person, corporation, limited liability company, or other legal entity;

5.2. Duties of Parties.

5.2.1. Manager's Duties. The Managers shall devote such time to the business and affairs of the Company as is necessary to carry out their duties set forth in this Agreement.

5.2.2. Outside Activities by Members. Except as otherwise expressly provided in Section 5.4.3, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct

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any other business or activity whatsoever, and the Member shall not be accountable to the Company or to any Member with respect to any business or activity, provided, however, that such business or activity does not directly compete with the Company's business. The organization of the Company shall be without prejudice to their respective rights (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights that the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.2.3. Company's Dealings with Members. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.3. Liability and Indemnification.

5.3.1. Limitation on Liability. The Managers shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company for any act performed by a Manager within the scope of the authority conferred by this Agreement, except for fraud or an intentional breach of this Agreement.

5.3.2. Indemnification. The Company shall indemnify Managers for any act performed by such Manager within the scope of the authority conferred on such Manager by this Agreement, except for fraud or an intentional breach of this Agreement.



5.4. Power of Attorney.

5.4.1. Grant of Power. Each Member constitutes and appoints the Managers as the Member's true and lawful attorney-in-fact ("Attorney-in-Fact"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file:

5.4.1.1. application for certificate of organization or any amendments thereto;

5.4.1.2. all documents which the Attorney-in-Fact reasonably deems appropriate to reflect any amendment, change, or modification of this Agreement;

5.4.1.3. any and all other certificates or other instruments required to be filed by the Company under the laws of the Commonwealth of Massachusetts or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the Commonwealth of Massachusetts;

5.4.1.4. one or more fictitious or trade name certificates; and

5.4.1.5. all documents which may be required to dissolve and terminate the Company and to cancel its articles of organization.

5.4.2. Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of an Interest, except that, if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

VI. Transfer of Interests and Withdrawals of Members.

6.1. Transfers.

6.1.1. General Restrictions on Transfers. Except as provided below, no Member may Transfer his, her or its interest in the Company (including without limitation, by resignation as a member of the Company) unless Transfer shall have been previously consented to by the other Members in their reasonable discretion.

Handwritten signature and initials in black ink, located in the bottom right corner of the page. The signature appears to be 'JGM' and the initials below it are 'JGP'.

6.1.2. Conditions on Transfers of Interests. Irrespective of Section 6.1.1 hereof, no Person may transfer all or any portion of or any interest or rights in the Person's Membership Interest or Interest unless the following conditions ("Conditions of Transfer") are satisfied:

6.1.2.1. The transfer will not require registration of Interests or Membership Interest under any federal or state securities laws;

6.1.2.2. The transferee delivers to the Company a written instrument agreeing to be bound by all of the terms of this Agreement;

6.1.2.3. The transfer will not result in the termination of the Company pursuant to Code Section 708;

6.1.2.4. The transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

6.1.2.5. The transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number; and (ii) the transferee's initial tax basis in the Transferred Interest; and

6.1.3. Acknowledgment. Each Member acknowledges the reasonableness of the restrictions contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interests or Interests in violation of the restrictions contained in this Section 6.1. shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Interests are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company or have any other rights in or with respect to the Membership Interests.

6.2 Voluntary Withdrawal. No Member shall have the right or power to Voluntarily Withdraw from the Company, except as otherwise provided by this Agreement.

6.3. Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal, the Withdrawn Member, or the successor of the Withdrawn Member, if any, shall thereupon become an Interest Holder but shall no longer be, or shall not become, a Member. The successor Interest Holder shall have all the rights of an Interest Holder; however, in such event, neither the Withdrawn Member nor the successor Interest Holder shall be entitled to receive payment for the Withdrawn Member's Interest in the Company as of the date the Withdrawal Member involuntarily withdrew from the Company.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

VII. Dissolution, Liquidation, and Termination of the Company

7.1. Events of Dissolution. The Company shall be dissolved upon the written consent of fifty-one percent (51.0%) of the Percentages held by the Members; or

7.2. Procedure for Winding Up and Dissolution. If the Company is dissolved, the Managers shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.4.

VIII. Books, Records, Accounting, and Tax Elections

8.1. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. Books and Records.

8.2.1. Maintenance. The Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the certificate of organization and operating agreement and all amendments to the articles and operating agreement; a current list of the names and last known business, residence, or mailing addresses of all Members and Managers; and the Company's federal, state, or local tax returns and the Company's financial statements for the five (5) most recent years.

8.2.2. Inspection. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

8.2.3. Costs of Inspection. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be the calendar year.

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8.4. Reports. Within one hundred twenty (120) days after the end of each taxable year of the Company, the Managers shall cause to be sent to each Person who was a Member at any time during the accounting year then ended: (i) an annual compilation report, prepared by the Company's independent accountants in accordance with standards issued by the American Institute of Certified Public Accountants; and (ii) a report summarizing the fees and other remuneration paid by the Company to any Member, the Managers or any Affiliate in respect of the taxable year. In addition, within one hundred twenty (120) days after the end of each taxable year of the Company, the Managers shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Managers shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

8.5. Tax Matters Partner. Jeffrey D. Gosciminski shall be the Company's tax matters partner ("Tax Matters Partner"). On Mr. Gosciminski's resignation, disability or death Mr. John J. Maffei shall serve as the Tax matters Partner. In the event of the resignation, death or disability of both Mr. Jeffery D. Gosciminski and Mr. John J. Maffei then Mr. Robert A. Maffei shall serve as Tax Matter Partner. The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Partner may not compromise any dispute with the Internal Revenue Service without the approval of the Members.

8.6. Tax Elections. The Managers shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

8.7. Title to Company Property.

8.7.1. Property Held by Company. Except as provided in Section 8.7.2, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

8.7.2. Designation of Legal Title. The Managers may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Managers may cause title to be acquired and held in its name or in the names of trustees,



nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company, and all of that property shall be treated as Company property.

IX. General Provisions

9.1. Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Managers deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given under this Agreement by the Company shall be given by the Manager. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise, this Agreement may not be amended without the written consent of all of the Members.

9.5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the Commonwealth of Massachusetts.

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9.6. Section Titles. The headings in this Agreement are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions.

9.7. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the District of Massachusetts or any court of the Commonwealth of Massachusetts having jurisdiction over the subject matter of the dispute or matter. All Members consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

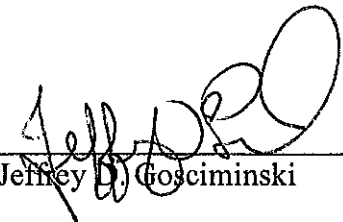
9.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.10. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth.

MEMBERS:



Jeffrey D. Gosciminski



John J. Maffei



Exhibit A

List of Members, Percentages and Contributions

Jeffrey D. Gosciminski

43 Tony Terrace

Bridgewater, MA 02324

SSN: 023-54-5939

Percentage Interest in Company: Fifty Percent (50.00%)

Contribution: \$1,000.00 in cash, Services and Other Non-Cash Consideration

John J. Maffei

192 Mystic Drive

Marston Mills, MA 02648

SSN: 017-34-3787

Percentage Interest in Company: Fifty Percent (50.00%)

Contribution: \$1,000.00 in cash , Services and Other Non-Cash Consideration

JGM

JGM

EXHIBIT "E"

Authorized Liens Upon the Property

See ATTACHED SHEET

EXHIBIT "B"

SCHEDULE OF PRIOR LIENS AND MATTERS OF RECORD

1. Mortgage from Coastal Realty Development LLC ("Coastal") to Kenneth A. Ashworth, Betty B Ashworth, Scott Allen and Wendy J. Ashworth in the original principal amount of \$900,000.00 recorded December 7, 2006 at the Plymouth County Registry of Deeds (the "Registry") at Book 33899, Page 77;
2. Mortgage Deed dated December 7, 2006 from Coastal to Wayne Sullivan in the original principal amount of \$500,000.00 recorded at the Registry on December 7, 2006 at Book 33799, Page 104;
3. Assignment of Permits and Licenses from Coastal to Wayne Sullivan dated December 7, 2006 and recorded at the Registry at Book 33799, Page 112;
4. Mortgage from Coastal to Raymond Bourque, as Trustee of R&D Investment Trust, and to T&T Capital Partners, LLC dated June 15, 2007 recorded at the Registry at Book 34688, Page 23;
5. Collateral Assignment of Leases and Rents from Coastal to Raymond Bourque, as Trustee of R&D Investment Trust dated June 15, 2007 and recorded at the Registry at Book 34688, Page 37 and 40
6. Collateral Assignment of Contracts, Purchase and Sale Agreements, Licenses, Permits, Agreements, Warranties and Approvals to Raymond Bourque, as trustee of the R&D Investment Trust dated June 15, 2007 and recorded at the Registry at Book 34688, Page 37 and 40.
7. Covenant dated December 8, 2006 between Coastal and the Town of Rochester governing the development and sale of individual lots at the Premises in conjunction with the construction and installation of utilities, conservation mitigation measures and other municipal services, recorded on December 8, 2006 at the Registry at Book 33805, Page 284;
8. Order of Conditions from the Rochester Conservation Commission dated December 8, 2006 imposing certain environmental requirements in connection with the development of the Premises, recorded December 26, 2006 at the Registry in Book 33883, Page 53;
9. Grant of Easement dated March 7, 1952 granting Algonquin Gas Transmission Company utility easements on a portion of the Premises, recorded March 25, 1952 at Book 2198, Page 71;
10. Grant of Easement dated March 1, 1960 granting Algonquin Gas Transmission Company an expanded right of way for a second utility pipeline on a portion of the Premises, recorded March 10, 1960 at Book 2763, Page 47;

EXHIBIT "F"

**Tax Claims and Liens Contested by
Coastal Realty Development LLC**

NONE

EXHIBIT "G"

**THIRD PARTY CONSENTS REQUIRED FOR
COASTAL REALTY DEVELOPMENT LLC'S
EXECUTION OF THE FOREGOING AGREEMENT**

NONE