

AMENDMENT TO INVESTMENT AGREEMENT

THIS Amendment (hereinafter the "Amendment") is entered into as of October 5, 2007 to that INVESTMENT AGREEMENT dated as of June 15, 2007 (hereinafter the "**Agreement**"), by and between Coastal Realty Development LLC, a limited liability company organized under Massachusetts law with a principal place of business of 43 Tony Terrace, Bridgewater, Massachusetts 02324 (hereinafter the "**Company**"), and Raymond Bourque Trustee of R&D Investment Trust, u/d/t dated June 14, 2007, of 346 Cushman Road, North Attleboro, MA 02760 (hereinafter the "**Infrastructure Investor**").

RECITALS

WHEREAS the Company holds title to and is developing a 38.5 acre parcel of property owned by the Company and located on Snipatuit Road in Rochester, Massachusetts, such property more particularly described in those two deeds recorded at the Plymouth County Registry of Deeds at Book 33799, Page 99 and 102 (the "**Property**") as an "over 55" retirement community containing sixty (60) residential lots, all as more fully described below; and

WHEREAS pursuant to said Agreement of June 15, 2007 the Infrastructure Investor invested One Million Dollars (\$1,000,000.00) as capital for the Company; and

WHEREAS in order to provide additional capital to complete the infrastructure improvements needed to the Property, the Infrastructure Investor has agreed to provide additional capital to the Company in the amount of Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, the parties have agreed, subject to the terms of this Amendment, to amend the provisions of the Agreement by which the Infrastructure Investor's interest will be redeemed and how the Infrastructure Investor will provide partial releases and other accommodations to allow the Company to financing further stages of lot construction at the Property through third party lenders.

NOW, THEREFORE, in consideration of the additional capital contributed by the Infrastructure Investor and the promises and of the mutual provisions, agreements, and covenants contained herein, the Company and the Infrastructure Investor hereby agree to amend the Agreement as follows:

1. The Company shall pay the sum of \$12,5000.00 to Infrastructure Investor. This sum shall be paid at the same time the Initial Redemption Price is paid.
2. Paragraph 1 of the Agreement is amended to provide that in addition to the initial investment of One Million Dollars (\$1,000,000.00) made on June 15, 2007 a second investment of Five Hundred Thousand Dollars will be made upon execution of this amendment. This second investment shall also be subject to redemption by the Company upon the same terms and conditions as the Initial Investment except that the redemption price for this second investment shall be \$625,000.00 and the redemption date shall be

price for this second investment shall be \$625,000.00 and the redemption date shall be October 6, 2008.

3. The paragraphs of Section 6.5 of the Agreement following the second paragraph thereof are hereby deleted in full and replaced with the following provisions:

The Infrastructure Investor expressly agrees and acknowledges that partial releases of the mortgage liens and security interests held under the Mortgage and the related Collateral Assignment of Leases and Collateral Assignment of Project Documents and other collateral documents as security for the payment and performance of the Company's obligations under this Investment Agreement shall be required in connection with construction loans from third parties and in connection with ordinary course sales of separately saleable lots, or portions thereof with respect to duplexes, identified in the Master Plan of the development as recorded at the Registry.

The Infrastructure Investor acknowledges that partial subordinations and releases of the mortgage and other liens held under the Mortgage granted by the Company in favor of the Infrastructure Investor as security for the payment and performance of, among other obligations, of the Company's obligations under this Agreement shall be required in connection with construction financing arrangements, and in connection with ordinary course sales, of separately saleable lots, or portions thereof with respect to duplexes, identified in the Master Plan of the development as recorded at the Registry (each, a "Housing Lot").

Accordingly, the Infrastructure Investor expressly agrees hereunder, that upon receipt of written notice of a bonafide construction financing commitment from an institutional or third party private lender with respect to one or more Housing Lot, (the "Subordination Notice and Request"), the Infrastructure Investor shall prepare and deliver to the closing attorney for the closing of any such construction loan refinancing of the Housing Lot(s) designated in the Subordination Notice and Request a properly executed and notarized subordination as to such Housing Lot(s) of the mortgage liens and security interests that it holds under the Mortgage, the Investment Agreement, Collateral Assignment of Leases, Assignment of Project Documents and other collateral and loan documents (the "Partial Subordination"), to be recorded in connection with such construction refinancing. The Infrastructure Investor shall deliver the Partial Subordination requested within five (5) business days of the Company's delivery of the Subordination Notice and Request, deliver to the closing attorney designated in the Subordination Notice and Request, to be held in escrow pending the closing of the construction refinancing of the Housing Lot. The Infrastructure Investor shall deliver each of the Partial Subordination(s) requested in the Subordination Release Notices and Requests delivered by the Company without any release or discharge fee or any additional compensation, expense or consideration.

Further, the Infrastructure Investor expressly agrees and acknowledges that partial releases of the Mortgage and other collateral rights held by the Infrastructure Investor

as security for the payment and performance of this Agreement shall be required in connection with ordinary course sales of Housing Lots to qualified owners/occupants. Accordingly, the Infrastructure Investor expressly agrees hereunder, and agrees to incorporate into the Mortgage, that upon payment as provided below of certified funds in the amount of Sixty Thousand Dollars (\$60,000.00) (each, a "Lot Release Payment") from the closings of sales of individual Housing Lots to qualified owners, the Infrastructure Investor shall deliver to the Company for recording at the Plymouth County Registry of Deeds (the "Registry") a partial release of the mortgage and other collateral liens and security interests that it holds under the Documents.

With each Housing Lot to be sold, in consideration for a partial release of the Mortgage and other collateral interests with respect to such Housing Lot and for the Infrastructure Investor's consent to such sale, the Company shall pay as partial prepayment of the obligations due under the Investment Agreement, a Lot Release Payment out of the proceeds of the sale of each such Housing Lot, such payment to be made into an escrow account to be maintained by the Infrastructure Investor's counsel (the "Escrow Account"). The proceeds of the Escrow Account shall be held pending the passage of the Redemption Date, whereupon the proceeds of the Escrow Account shall be released to the Infrastructure Investor. The balance of the Escrow Account paid from time to time to the Infrastructure Investor shall be applied to reduce the balance of the Redemption Price due from the Company to the Infrastructure Investor.

Upon an Event of Default, and following fifteen (15) business days after service of written notice to the Company and to the Escrow Agent, the proceeds of the Escrow Account shall be released to the Infrastructure Investor.

Upon distribution of all of the Escrow Account proceeds, the Escrow Account shall terminate and the Escrow Agent shall be discharged from all duties hereunder.

In addition to the Partial Releases to be delivered by the Infrastructure Investor in connection with the construction refinancing or sale of Housing Lots as provided above, the Infrastructure Investor hereby agrees that, upon delivery of a request from the Company for a Partial Release with respect to up to a total of three (3) Housing Lots solely for construction of a model duplex or single units, the Infrastructure Investor shall deliver the same to the Company within five (5) business days of receipt of such request for recording at the Registry, such Partial Releases to be delivered to the Company irrespective of whether the Housing Lots containing such model units are the subject of construction refinancing or third party sales.

4. The Mortgage given by Coastal to R&D and T&T Capital Partners, LLC dated June 15, 2007 will be amended to remove reference to T&T. Upon recording of the amended mortgage, and provided it is a third mortgage subject only to the following:

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;

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;

Assignment of Permits and Licenses from Coastal to Wayne Sullivan dated December 7, 2006 and recorded at the Registry at Book 33799, Page 112;

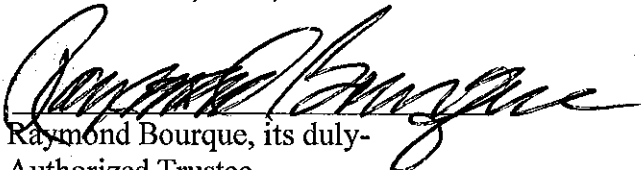
The June 15th mortgage will be discharged. All other security agreements including the assignments remain in full force and effect and are hereby ratified.

Except as set forth above, the parties agree and acknowledge that the terms of the Agreement remain unchanged and are valid and binding and are hereby incorporated by reference.

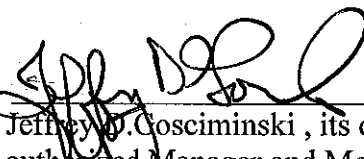
5. The undersigned guarantors hereby acknowledge and assent to this amendment

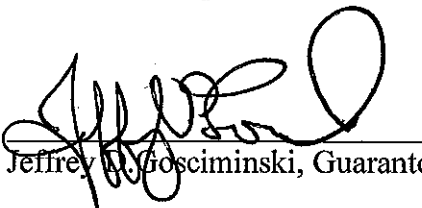
IN WITNESS WHEREOF, the Company and Investor by their duly authorized officers, have each caused this Agreement to be executed as of the date first written above.

R&D INVESTMENT TRUST,
u/d/t dated June 14, 2007,

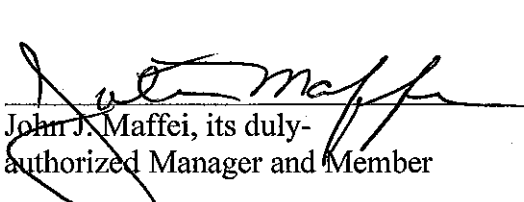
By: 
Raymond Bourque, its duly-
Authorized Trustee

COASTAL REALTY
DEVELOPMENT LLC

By: 
Jeffrey D. Gosciminski, its duly-
authorized Manager and Member


Jeffrey D. Gosciminski, Guarantor

COASTAL REALTY
DEVELOPMENT LLC

By: 
John J. Maffei, its duly-
authorized Manager and Member


John J. Maffei, Guarantor