

Lindwell SC, Inc.  
Lindwell OP, Inc.  
Lindwell Realty Trust  
c/o Eastern Development  
120 Presidential Way, Suite 300  
Woburn, MA 01801

February 13, 2006

Board of Selectmen  
Town of Wellesley  
525 Washington Street  
Wellesley, Massachusetts 02482

Re: Linden Square Redevelopment

Ladies and Gentlemen:

The purpose of this letter is to memorialize certain agreements between Lindwell SC, Inc. ("SC"), a Massachusetts corporation, Lindwell OP, Inc. ("OP"), a Massachusetts corporation, and Lindwell Realty Trust (the "Trust"), a Massachusetts Nominee Trust under Declaration of Trust, dated December 17, 1970, recorded with the Norfolk County Registry of Deeds in Book 40709, Page 91, and registered with the Norfolk County Registry District of the Land Court as Document No. 346421, as amended by First Amendment to Declaration of Trust, dated June 4, 2004, and recorded with said deeds in Book 21190, Page 103, and registered with said Registry District as Document No. 1030227 (SC, OP, and the Trust, hereinafter referred to collectively as the "Owner") and the Town of Wellesley, a municipal corporation of the Commonwealth of Massachusetts (the "Town") acting by and through its Board of Selectmen (the "Selectmen").

Reference is made to the following:

- A. The Town and the Owner entered into a Development Agreement dated June 3, 2005 (the "Development Agreement") with respect to the redevelopment of ten (10) parcels of real property on the north and south sides of Linden Street in Wellesley, Massachusetts, consisting of approximately 18.4 acres of land (the "Property"), and improved currently with fifteen (15) buildings and structures, all as more particularly described therein.
- B. The Owner proposes to redevelop the Property as more particularly set forth in the Development Agreement including the addition of buildings, open space, the widening and improvement of Linden Street and the addition of parking areas and pedestrian amenities (the "Project").
- C. On June 13, 2005, the Wellesley Town Meeting adopted a citizen's petition for the adoption of the Linden Street Zoning Overlay District (the "Article") which has been approved by the Attorney General and adopted into the Wellesley Zoning Bylaw.
- D. The Owner has been proceeding with the application and issuance of permits and approvals by various town boards for the Project, including application to the Wellesley

Planning Board as Special Permit Granting Authority, for approval under the provisions of the Zoning Bylaw, Section XVI.A, Part C, Project of Significant Impact ("PSI"). On January 17, 2006, the Wellesley Planning Board closed the public hearing on such PSI application. The Planning Board is expected to vote on February 14, 2006 to approve a PSI Special Permit (the "Permit") substantially in the form attached to this letter.

E. During the permitting process, the Owner and the Town have agreed to certain additional measures to be undertaken or implemented by the Owner in connection with the Project as described below, which agreements on the part of the Owner are subject to the conditions set forth in this letter.

Therefore, the Owner hereby agrees with the Town and, by countersigning where indicated below, the Town hereby agrees with the Owner, to the terms and provisions set forth below.

1. The Owner shall pay to the Town the sum of fifteen thousand dollars (\$15,000.00) to pay for the installation by the Town of two additional painted crosswalk(s) and one pedestrian flasher signal along Linden Street to the east of Kingsbury Street, it being agreed that the Owner shall have no obligation to actually perform such work. The final locations shall be determined by the Town's traffic consultant and the Department of Public Works ("DPW"). This payment shall be made within thirty (30) days after issuance of a building permit for the proposed Roche Bros. store.

2. The Owner shall pay to the Town the sum of Sixty-Five Thousand Dollars (\$65,000.00) to pay for the installation, construction or repair of sidewalks, curbing and associated improvements on Hill Top Road, Pine Tree Road and Highland Road (such work to be done by the Town if, as and when determined by the Board of Selectmen, it being agreed that the Owner shall have no obligation to actually perform such work). This payment shall be made within thirty (30) days after issuance of a building permit for the proposed Roche Bros. store.

3. (a) The Owner shall pay to the Town the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Weston Road Payment"), to be used for modifications to the intersection of Linden Street and Weston Road to provide additional roadway width to facilitate the right turn movement from Linden Street westbound onto Weston Road northbound, and to provide left turn vehicle storage to facilitate the left turn movement from Weston Road southbound onto Linden Street eastbound. The nature and extent of such work is to be determined by the Town, it being agreed that the Owner shall have no obligation to actually perform such work. This Payment shall be made within thirty (30) days after issuance of a building permit for the proposed Roche Bros. store.

(b) In connection with the improvements and modifications described in paragraph (a), the Town may elect to pursue a taking of certain land to widen the existing right-of-way. The term "taking" in this context includes acquisition by any and all available means, including the voluntary grant of an easement. The Owner has agreed to pay up to Seventy-Five Thousand

Dollars (\$75,000.00) (the "Taking Fund") in addition to the Weston Road Payment to reimburse the Town for amounts actually paid to the then-current owner(s) of any land so taken to enable such improvements and modifications. Therefore, within thirty (30) days after issuance of a building permit for the proposed Roche Bros. store, the Owner shall deliver to the Executive Director of General Government Services of the Town a clean and irrevocable letter of credit drawn on a Massachusetts bank in the amount of \$75,000.00, which may be drawn by the Town from time to time to reimburse the Town for the amounts actually paid to the current owner(s) of any land so taken. The letter of credit shall be maintained for no more than five (5) years from this date (or, if sooner, until the amount is fully drawn), and any amounts not drawn for the purpose specified herein shall be returned to the Owner at the end of such five-year period. In addition, if upon completion of any taking, less than the entire Taking Fund has been expended, the remaining balance shall be returned to the Owner.

The Owner's agreements set forth above are expressly contingent on (i) the issuance of all such permits and approvals as may be required for the Project (including but not limited to approval by the Board of Selectmen, the Planning Board, the Design Review Board and the Zoning Board of Appeals), containing such conditions as may be acceptable to the Owner, and (ii) the expiration of applicable appeal periods without any appeal having been filed, and (iii) the issuance of building permits for each of the new buildings on the north side of Linden Street (shown on the Project plans as "Proposed Bank/Office," "Proposed Roche Bros.," "Proposed Retail," and two buildings shown as "Proposed Retail/Office").

In addition to the foregoing points, the Town hereby confirms that it has requested that the Owner not donate to the Town the Removable Structures (as described and defined in Section 4(b) of the Development Agreement), and the Town waives any rights or interest therein, and confirms that the Owner may remove and dispose of the Removable Structures as the Owner sees fit.

This letter agreement shall, subject to the terms and conditions set forth herein, be binding on the Owner and its successors and assigns, and on the Town and is intended to run with the Property and be binding on the Owner of the Owner's interest therein from time to time. This letter agreement is for the benefit of the Owner and the Town and may be enforced by any remedy provided at law or in equity. This letter agreement may be amended only by written instrument signed by the Owner and by the then-chairperson of the Board of Selectmen. This letter agreement shall be subject to all of the terms and conditions set forth in Sections 10 through 13 of the Development Agreement as if the terms and provisions of this letter agreement were originally set forth in the Development Agreement.

Board of Selectmen

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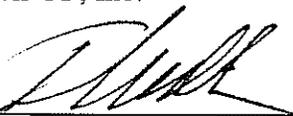
This letter agreement shall take effect as an instrument under seal as of the day and year first above written upon counter signature by the Town of Wellesley acting by and through its Board of Selectmen.

Very truly yours,

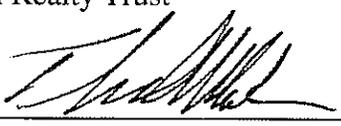
Lindwell SC, Inc.

By:   
Thomas A. Maher  
Its Authorized Signatory

Lindwell OP, Inc.

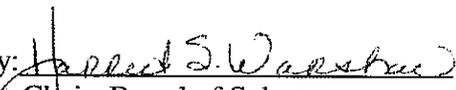
By:   
Thomas A. Maher  
Its Authorized Signatory

Lindwell Realty Trust

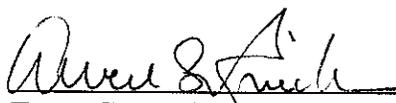
By:   
Thomas A. Maher  
As Trustee, and not Individually

**ACCEPTED AND AGREED:**

Town of Wellesley

By:   
Chair, Board of Selectmen

Approved as to form:

  
Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Norfolk  
Middlesex, ss.

2/13, 2006

Then personally appeared before me, the undersigned notary public, the above-named Thomas A. Maher, proved to me by satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily and in each capacity shown or indicated above, as his free act and deed.



ALBERT S. ROBINSON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 29, 2012

Albert S. Robinson  
Notary Public  
My Commission Expires: 6/29/12

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

2/13, 2006

Then personally appeared before me, the undersigned notary public, the above-named Harriet S. Warshaw proved to me by satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily and in her capacity as Chairman of the Board of Selectmen of the Town of Wellesley, as her free act and deed.



ALBERT S. ROBINSON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 29, 2012

Albert S. Robinson  
Notary Public  
My Commission Expires: 6/29/12