THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement, dated as of March 4, 2013 by and between FR Linden Square, Inc., a Delaware corporation (the "Owner"), and the Town of Wellesley, Massachusetts, a municipal corporation of the Commonwealth of Massachusetts (the "Town"), acting by and through its Board of Selectmen (the "Selectmen").

WHEREAS, Lindwell SC., Inc. ("SC"), Lindwell OP, Inc. ("OP"), and Lindwell Realty Trust (the "Trust"), on the one hand, and the Town (acting by and through the Selectmen), on the other, have entered into that certain Development Agreement (the "Original Agreement"), dated as of June 3, 2005, which set forth in detail certain agreements between the parties relative to the redevelopment and operation of the Linden Square shopping area, more particularly described therein. The Original Agreement is recorded with the Norfolk County Registry of Deeds in Book 23804, Page 318, and is filed with the Norfolk County Registry District of the Land Court as Document No. 1105154, noted on Certificate of Title No. 173254; and

WHEREAS, the Original Agreement has been affected by (i) that certain letter dated February 13, 2006, (ii) the First Amendment dated March 24, 2009, which is recorded with said Registry in Book 26880, Page 53 and filed with said Registry District as Document No. 1180134, and (iii) the Second Amendment dated April 14, 2010, which is to be recorded with said Registry and filed with said Registry District herewith, herein being referred to as the "Agreement"; and

WHEREAS, the Owner has succeeded to the interests of SC and OP by merger, and the Owner has succeeded to the Trust's interests in the Development Site by Deed dated as of August 21, 2006 and recorded with said Deeds in Book 24010, Page 6, and filed with said Registry District as Document No. 1110107; and

WHEREAS, the Owner and Town desire to further amend certain portions of the Agreement, as herein after set forth.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the Town hereby agree as follows:

1. Notwithstanding Section 2(c) of the Agreement, Owner may extend the existing land lease of the VW Parcel to a date that is not later than December 31, 2033, provided that the VW Tenant remains the lessee of such Parcel for the remainder of the lease term (as so extended), and provided further that the business operated on the VW Parcel continues to be an automobile dealer with a "Class I" motor vehicle sales license (which may include repair and maintenance facilities substantially comparable to the existing operation). Notwithstanding the foregoing, and with the approval of the Selectmen, the Owner may from time to time replace the VW Tenant (or a successor tenant) with another Class I seller of motor vehicles for the then-remaining balance of the extended lease term so long as the Owner continues to comply with all other terms of the Agreement, as amended. For these purposes, and to the extent that the use of the VW Parcel for motor vehicle sales constitutes a nonconforming pre-existing use, it is agreed that continuation is

subject to the provisions of Massachusetts General Law Chapter 40A and the Town of Wellesley Zoning Bylaw.

2. The Owner and the VW Owner are currently negotiating the terms of an extension amendment of the existing land lease for the VW Parcel as described above. In the event that Owner and VW Owner do not enter into an acceptable amendment to the existing land lease on or before December 31, 2013, then Owner shall so notify the Town and terminate this Third Amendment, in which case this Third Amendment shall become null and void and the rights and obligations of the parties shall be as set forth within the Agreement. If the Owner and the VW Owner do enter into an acceptable amendment to the existing land lease for the VW Parcel, then the Owner and/or the VW Owner intend to undertake a renovation or upgrade of the exterior of the building on the VW Parcel and the parcel itself, which may include (but not be limited to) a new façade and new signage, and shall (subject to obtaining necessary permits and approvals) include reconstruction of the sidewalk in a manner consistent with the plans and specifications contained in Site Plan Approval for 161-231 Linden Street dated June 2, 2006 (ZBA 2006-28) and elimination of the curb cut opposite the end of Hill Top Road. By April 1, 2014 the Owner or VW Tenant shall apply for and use diligent efforts to obtain all necessary permits and approvals from the Zoning Board of Appeals for the renovation, such renovation to comply with (or be grandfathered under) all requirements of the Town of Wellesley Zoning Bylaw and with the requirements of the Agreement, as amended. It is agreed that such renovation will require amendment/modification of the Site Plan Approval for 161-231 Linden Street dated June 2, 2006 (ZBA 2006-28) and a Special Permit for the alteration of a pre-existing nonconforming structure. If the Owner and/or the VW Tenant are unable to obtain necessary permits or approvals (with acceptable terms and conditions) and resolve any related appeals by June 30, 2015, or decide not to proceed for any other reason (in which case the Owner shall notify the Town), then at the option of either the Owner or the Town, this Third Amendment shall become null and void and the rights and obligations of the parties shall be as set forth within the Agreement.

3. Within two years of obtaining such final permits and approvals (if granted), the Owner or VW Tenant shall substantially complete all work associated with the renovation of the VW Parcel referenced in (2) above.

4. The Owner shall require the VW Tenant or its successor to load and offload all vehicles onsite beginning not later than the effective date of this Amendment. In addition, for so long as this Amendment is in effect, Owner will not undertake any snow-plowing or snow removal on the VW Parcel after 9:00 p.m., unless it is anticipated that total snowfall will exceed twelve inches (12").

5. The VW Tenant or its successor shall not operate an exterior loudspeaker system beginning not later than the effective date of this Amendment.

6. This Amendment and the obligations of the Owner hereunder, shall be subject to a favorable vote of the 2013 Wellesley Annual Town Meeting. The recording and/or registration of this Amendment, along with a certificate of the Town Clerk of the Town as to such approval, shall be conclusive evidence thereof.

7. Provided that this Amendment is approved by the 2013 Wellesley Annual Town Meeting (as required by the Agreement), and unless this Agreement becomes null and void as provided in Section 2 above, Owner will pay to the Town Twenty Thousand Dollars ($20,000.00) by July 1, 2014 and each July 1 thereafter for the duration of the extended lease term. In the event the lease with the VW Tenant (or any successor) expires or is terminated and the Owner informs the Town in writing that it does not intend to replace the VW Tenant (or such successor) with another Class I seller of motor vehicles, the Owner may discontinue such payments. The payment made in the final year of the extended lease term may be pro-rated for a partial year of occupancy.

8. The Owner and the Town agree that, as amended hereby, the Agreement is ratified and confirmed.

IN WITNESS WHEREOF, this Amendment has been signed as an instrument under seal as of the day and year first above written.

FR LINDEN SQUARE, INC.

By: _____
Name: MICHAEL KELLEHER
Its: VICE PRESIDENT

TOWN OF WELLESLEY

By: _____
Chair, Board of Selectmen

Approved as to form:

_____
Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. March 4, 2013

Then personally appeared before me, the undersigned notary public, the above-named Michael Kelleher, 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.

JANINE J. CRISOSTAMO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 27, 2017

Notary Public
Print Name: Janine J. Crisostamo
My commission expires: Oct. 27, 2017

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. March 4, 2013

Then personally appeared before me, the undersigned notary public, the above-named Terri Tsagaris, 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 s/he signed it voluntarily and in his/her capacity as Chairperson of the Board of Selectmen of the Town of Wellesley, as his/her free act and deed.

Notary Public
Print Name: ALBERT S. ROBINSON
My commission expires: 6/13/19

ALBERT S. ROBINSON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 13, 2019