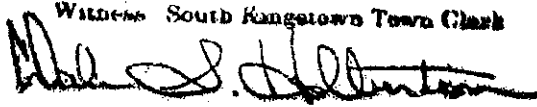


Upon recordation, return to:

Edwards Angell Palmer & Dodge LLP
2800 Financial Plaza
Providence, Rhode Island 02903
Attention: Roger A. Peters, II, Esq.

Walden South Kingstown Town Clerk


EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (this "Agreement") is entered into as of this 30th day of May, 2008 by and among Pulte Homes of New England LLC, a Michigan limited liability company ("Pulte"), John G. Haddad, an individual ("Haddad"), and Suffolk Realty, LLC, a Rhode Island limited liability company ("Suffolk").

WHEREAS, Pulte is the owner of certain real property located in the Town of South Kingstown, Rhode Island (the "Town") and identified in the South Kingstown Land Evidence Records (the "Land Records") as Land Units 1-4 of the Wakefield Meadows Condominium (the "Condominium"), created by Declaration of Condominium dated June 15, 2007, and recorded June 28, 2007, in Book 1287 at Page 559 (collectively, the "Pulte Property");

WHEREAS, Haddad is the owner of (i) certain real property located in the Town and identified in the Land Records as Land Unit 5 of the Condominium, and (ii) a certain real property located in the Town and identified in the Land Records as Tax Assessor's Map 50-4, Lots 13 and 24 (collectively, the "Haddad Property");

WHEREAS, Suffolk is the owner of certain real property located in the Town and identified in the Land Records as Tax Assessor's Map 50-4, Lot 22 (the "Suffolk Property");

WHEREAS, pursuant to the terms of that certain Memorandum of Understanding dated January 31, 2008, as amended, (a copy of which is attached hereto as Exhibit A) by and among Pulte, Haddad, Suffolk and the Town (the "MOU"), the parties have agreed to the construction and relocation of certain access roadways providing for shared ingress and egress between each of the Pulte Property, the Haddad Property and the Suffolk Property from Tower Hill Road (a/k/a Rhode Island State Route 1), which construction and relocation shall (in accordance with the MOU) be performed in compliance with the DiPrete Plans (as defined in the MOU), as amended; and

WHEREAS, in accordance with the terms of the MOU, the parties desire to provide for certain easement rights and obligations relating to said access roadways.

NOW THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, and in furtherance of the parties understanding it is agreed as follows:

ARTICLE I
DEFINITIONS

1.1 "Easement Area A" shall mean Easement Area A as shown on Exhibit B attached hereto, which Easement Area A is a portion of the real property commonly referred to as the Jughandle (as defined in the MOU) and provides for shared access from Tower Hill Road to Easement Area B and Easement Area C (each as defined below) across a portion of Land Unit 1 of the Condominium (being a portion of the Pulte Property).

1.2 "Easement Area B" shall mean Easement Area B as shown on Exhibit B attached hereto, which Easement Area B provides for shared access across a portion of Land Unit 1 of the Condominium (being a portion of the Pulte Property).

1.3 "Easement Area C" shall mean Easement Area C as shown on Exhibit B attached hereto, which Easement Area C provides for shared access across a portion of Land Unit 1 of the Condominium (being a portion of the Pulte Property).

1.4 "Easement Area D" shall mean Easement Area D as shown on Exhibit B attached hereto, which Easement Area D provides for shared access to install and maintain common monument signage on a portion of Land Unit 1 of the Condominium (being a portion of the Pulte Property).

1.5 "Easement Area K" shall mean Easement Area K as shown on Exhibit B attached hereto, which Easement Area K is a portion of the real property commonly referred to as the Jughandle and provides for shared access from Tower Hill Road to Easement Area A across a portion of the Suffolk Property.

ARTICLE II
GRANT OF EASEMENTS

2.1 To the extent that Easement Area A and Easement Area K shall not be dedicated to the Town and/or the State of Rhode Island Department of Transportation (the "State"), each of Pulte and Suffolk hereby give, grant, transfer and convey to the State of Rhode Island Department of Transportation and its successors and assigns for its use and for the use of their permittees a non-exclusive perpetual easement for passage on foot or by vehicle, or for the installation and maintenance of utilities, over and across Easement Area A and Easement Area K for the purpose of which highways are customarily used.

2.2 Suffolk hereby gives, grants, transfers and conveys to each of Pulte and Haddad for their use and for the use of their respective owners, tenants, occupants, invitees, licensees, employees, contractors and agents, as applicable, in common with others entitled to the same, a non-exclusive perpetual easement for the passage on foot or by vehicles, or for the installation and maintenance of utilities, over and across Easement Area K as the same, from time to time, be constructed and maintained for such use.

2.3 Pulte hereby gives, grants, transfers and conveys to each of Suffolk, Haddad and Emma Pendelton Bradley Hospital ("Bradley") for their use and for the use of their respective owners,

tenants, occupants, invitees, licensees, employees, contractors and agents, as applicable, in common with others entitled to the same, a non-exclusive perpetual easement for the passage on foot or by vehicles, or for the installation and maintenance of utilities, over and across Easement Area A as the same, from time to time, be constructed and maintained for such use.

2.4 Pulte hereby gives, grants, transfers and conveys to each of Suffolk, Haddad and Bradley for their use and for the use of their respective owners, tenants, occupants, invitees, licensees, employees, contractors and agents, as applicable, in common with others entitled to the same, a non-exclusive perpetual easement for the passage on foot or by vehicles, or for the installation and maintenance of utilities, over and across Easement Area B as the same, from time to time, be constructed and maintained for such use.

2.5 Pulte hereby gives, grants, transfers and conveys to Haddad for his use and for the use of his respective owners, tenants, occupants, invitees, licensees, employees, contractors and agents, as applicable, in common with others entitled to the same, a non-exclusive perpetual easement for the passage on foot or by vehicles, or for the installation and maintenance of utilities, over and across Easement Area C as the same, from time to time, be constructed and maintained for such use.

2.6 Pulte hereby gives, grants, transfers and conveys to each of Suffolk and Haddad, for their use and for the use of their respective occupants, invitees, licensees, employees, contractors and agents, as applicable, in common with others entitled to the same, a non-exclusive perpetual easement for the passage on foot or by vehicles over and across Easement Area D, for the sole purpose of erecting and maintaining shared monument signage to be installed in the location more fully shown on that certain Conceptual Sign Location Plan prepared by DiPrete Engineering Associates, Inc. dated December, 2007, a copy of which is attached hereto as Exhibit C, or in such other location as shall be required by the Town. The parties further acknowledge and agree that the appearance and maintenance of such monument signage shall be governed by separate agreement.

ARTICLE III CONSTRUCTION AND MAINTENANCE AGREEMENT

The Jughandle and access roadways described herein shall be constructed by the party responsible therefor pursuant to the terms of the MOU, the DiPrete Plans (as may be amended from time to time) and any other applicable requirements of the Town.

ARTICLE IV MAINTENANCE

4.1 Suffolk; General Standards; Easement Area K. Upon completion of the Jughandle, and provided the Town or the State does not accept a dedication of the Jughandle, Suffolk shall be responsible for the maintenance of Easement Area K and those improvements located thereon (including the Jughandle) at its own cost and expense in accordance with applicable laws and otherwise in good, clean, sanitary order and otherwise in condition comparable to other first class office and residential developments located in Rhode Island. Maintenance includes but is not

limited to removal of ice and snow from pavement and walkways as needed, painting and striping, repair and replacement of paving as necessary, maintenance of landscape areas including regular irrigation, replacement and plantings as needed and maintenance and repair of lighting fixtures. Paved areas shall be maintained at a level smooth and evenly covered conditioned with a type of surfacing material originally installed or substituted as shall be comparable in quality, use and durability.

4.2 Pulte; General Standards; Easement Area A. Upon completion of the Jughandle, and provided the Town or the State does not accept a dedication of the Jughandle, Pulte shall be responsible for the maintenance of Easement Area A and those improvements located thereon (including the Jughandle) at its own cost and expense in accordance with applicable laws and otherwise in good, clean, sanitary order and otherwise in condition comparable to other first class office and residential developments located in Rhode Island. Maintenance includes but is not limited to removal of ice and snow from pavement and walkways as needed, painting and striping, repair and replacement of paving as necessary, maintenance of landscape areas including regular irrigation, replacement and plantings as needed and maintenance and repair of lighting fixtures. Paved areas shall be maintained at a level smooth and evenly covered conditioned with a type of surfacing material originally installed or substituted as shall be comparable in quality, use and durability.

4.3 Pulte; General Standards; Easement Area B. Upon completion and/or reconfiguration of the access roadways on Easement Area B, and provided the Town or the State does not accept a dedication of such access roadways, Pulte shall be responsible for the maintenance of Easement Area B and those improvements located thereon (including the access roadways) at its own cost and expense in accordance with applicable laws and otherwise in good, clean, sanitary order and otherwise in condition comparable to other first class office and residential developments located in Rhode Island. Maintenance includes but is not limited to removal of ice and snow from pavement and walkways as needed, painting and striping, repair and replacement of paving as necessary, maintenance of landscape areas including regular irrigation, replacement and plantings as needed and maintenance and repair of lighting fixtures. Paved areas shall be maintained at a level smooth and evenly covered conditioned with a type of surfacing material originally installed or substituted as shall be comparable in quality, use and durability.

4.4 Pulte; General Standards; Easement Area C. Upon completion and/or reconfiguration of the access roadways on Easement Area C, and provided the Town or the State does not accept a dedication of such access roadways, Pulte shall be responsible for the maintenance of Easement Area C and those improvements located thereon (including the access roadways) at its own cost and expense in accordance with applicable laws and otherwise in good, clean, sanitary order and otherwise in condition comparable to other first class office and residential developments located in Rhode Island. Maintenance includes but is not limited to removal of ice and snow from pavement and walkways as needed, painting and striping, repair and replacement of paving as necessary, maintenance of landscape areas (subject to the provision of Section 4.5 hereof) including regular irrigation, replacement and plantings as needed and maintenance and repair of lighting fixtures. Paved areas shall be maintained at a level smooth and evenly covered conditioned with a type of surfacing material originally installed or substituted as shall be comparable in quality, use and durability.

4.5 Haddad; General Standards; Additional Land. Pulte and Haddad acknowledge and agree that Haddad shall be responsible for the maintenance of the 139.05' x 12.83' area of land located immediately adjacent to Easement Area A to the southeast as shown on Exhibit B (the "Additional Land") at his own cost and expense in accordance with applicable laws and otherwise in good, clean, sanitary order and otherwise in condition comparable to other first class office and residential developments located in Rhode Island. Maintenance includes but is not limited to removal of ice and snow from walkways as needed and repair of lighting fixtures. Walkway areas shall be maintained at a level smooth and evenly covered conditioned with a type of surfacing material originally installed or substituted as shall be comparable in quality, use and durability. In addition, Haddad, at his own cost and expense, shall be responsible for the maintenance of all landscaping on the Additional Land and along the southerly portions of Easement Area C, which landscaping is more fully depicted on that certain Streetscape & Buffer Planting Plan prepared by Crossman Engineering, Inc. dated July, 2007, a copy of which is attached hereto as Exhibit D.

4.6 Cost of Maintenance. In consideration for the use of Easement Area A and Easement Area B, Suffolk shall pay to Pulte a one-time maintenance fee of Five Thousand and No/100 Dollars (\$5,000.00). Such maintenance fee shall be due and payable on or before the earlier of (a) January 1, 2009, or (b) the date upon which Suffolk or its assigns shall begin use of Easement Area A or Easement Area B.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 Each of Pulte, Suffolk and Haddad (each, an "Indemnitor" and collectively, "Indemnitors") covenants and agrees to indemnify, defend and hold harmless, each other party (an "Indemnitee") from and against all claims, costs, expenses and liability (including reasonable attorneys' fees) including any actions or proceedings brought thereon, arising from, or as a result of injury to, or death of any person or damage to the property of any other person or entity which shall occur on the property owned by each Indemnitor (except for claims caused by the gross negligence or willful act or omission of such Indemnitee, its licensees, tenants, concessionaires, agents, servants or employees or any licensee of concessionaires thereof).

5.2 Each party shall obtain at its own cost and expense and at all times maintain liability insurance with respect to its property, a policy or policies of comprehensive general liability insurance, or its equivalent with minimum limits of not less than Two Million and No/100 (\$2,000,000.00) for death or injury per occurrence and the aggregate of One Million and No/100 (\$1,000,000.00) for property damage per occurrence in the aggregate period. Such policy or policies shall be issued by companies having a Best's ratings of not less than A.

ARTICLE VI TAXES AND ASSESSMENTS

The real property owned by each of Pulte, Suffolk and Haddad are or will be separately

assessed for taxing purposes and neither party shall have any obligation to the other as to the real estate taxes assessed against the other property.

ARTICLE VII
MISCELLANEOUS

7.1 Mortgagees. Each party agrees to cause any mortgage liens of record against its respective property to be subordinated to this Agreement.

7.2 Cost of Litigation. In the event any party shall institute any action or proceedings against another party relating to the provision of this Agreement, then and in such event, the unsuccessful litigant, in such action or proceedings, shall reimburse the successful litigant therein for such costs and expenses, incurred in connection with any such action or proceeding in any appeal therefrom, including reasonable attorneys' fees and court costs.

7.3 Remedies. All remedies hereunder are accumulative and shall be deemed additional to any other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants or conditions of this Agreement and by decree to compel performance of any such terms, covenants and conditions, it being agreed that the remedy at law for any breach of any such term, covenant or condition is not adequate.

7.4 Estoppel Certificate. Each party hereby severally covenants that upon written request, which shall not be more frequent than three times during any calendar year from time to time of the other party, it will issue to a prospective mortgagee of such other party or to prospective successor party to such other party an estoppel certificate stating:

(a) Whether the party to whom the request has been directed knows of any default by the requesting party under this Agreement, and if there are known defaults, specifying the nature thereof,

(b) Whether this Agreement has been assigned, modified or amended in any way by such parties, (and if it has, then stating the nature thereof);

(c) That to the parties knowledge, this Agreement, as of that date, is in full force and effect, and

(d) Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts, contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrance or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in a reasonable reliance upon the statement, however, such statement, shall, in no event, subject the party furnishing to it any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such party to disclose, correct and/or relevant information.

7.5 Condemnation. In the event of a condemnation or a sale in lieu thereof

concerning a portion or all of the real property described herein, the award or purchase price paid for such taking shall be paid to the party owning such land so taking, it being the intent of any other party who might have an easement or other property interest or right under this Agreement and the land so taken to release and/or waive such property interest or right with respect to such award or purchase price, provided, however, such other party shall have the right to seek an award or compensation for the loss of its easement right to the extent such award or compensation paid are allocated for such loss does not reduce to diminish the amount paid to the party owning such land.

7.6 Notices. Any notice, demand, request, consent, approval or communication that any party desires or is required to give to another hereunder shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

If to Pulte:

c/o Roger A. Peters, II, Esquire
Edwards & Angell, Palmer & Dodge, LLP
2800 Financial Plaza
Providence, Rhode Island 02903

If to Haddad:

c/o Haddad Associates
2790 South County Trail
East Greenwich, Rhode Island 02818

If to Suffolk:

c/o John F. Kenyon, Esq.
Kenyon Law Associates, LLP
133 Old Tower Hill Road, Suite 1
Wakefield, Rhode Island 02879

or to such other address as any party may from time to time designate by written notice to the other.

7.7 Binding Effect. The terms of this Agreement and all easements granted by this Agreement shall constitute covenants running with and be appurtenant to and run with the land affected. All terms and easements shall inure to the benefit of and be binding upon the signatories hereto and their respective heirs, successors and assigns who become parties to this Agreement to the extent they have an interest in the benefited or burdened land, this Agreement is not intended to supersede, modify, amend or otherwise change the provisions of any other instrument affecting the land burdened hereby.

7.8 Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural and vice versa and the masculine shall include the feminine and

neuter genders and vice versa.

7.9 Counterparts and Signature Pages. This Agreement may be executed in several counterparts, each of which shall be deemed an original, further, the signature of the parties to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute a complete document.

7.10 Negation of Partnership. None of the terms or provisions of the Agreement shall be deemed to create a partnership between or among the parties in their respective business or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each party shall be considered a separate owner and no party shall have the right to act as an agent for another party hereto.

7.11 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein or portion thereof to the general public, or for any public use or purpose any whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

7.12 Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

7.13 Amendments. This Agreement may be amended by, and only by, a written agreement which shall be deemed effective only when recorded in the Town of South Kingstown and executed by the parties owning the real property described herein. No consent to the amendment of this Agreement shall ever be required of any tenant or occupant of the real property described herein or person other than the parties, nor shall any such tenant, occupant or person other than the parties have any right to enforce any of the provisions hereof.

7.14 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Agreement. Capitalized terms are also selected only for the convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

7.15 Minimization of Damages. In all situations arising out of this Agreement, all parties shall attempt to avoid and minimize the damages resulting from the conduct of any other party.

7.16 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner, any other rights or remedies which such party may have hereunder by reason of any such breach.

7.17 Time. Time is of the essence of this Agreement.

7.18 Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

7.19 Covenants Running with the Land. The agreements contained herein are intended to be and shall be deemed to be covenants running with and binding upon the land covered hereby.

7.20 No Third Party Rights. Notwithstanding the easement rights in favor of Bradley as described in Sections 2.3 and 2.4 hereof, it is specifically understood and agreed that the only parties who may enforce terms and conditions of this instrument are the parties hereto and their respective successors and/or assigns.

7.21 Governing Law. This Agreement shall be governed and construed under the laws of the State of Rhode Island.

7.22 Successors and Assigns. This Instrument shall run with the land encumbered hereby and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns.

7.23 Signatories. The signatories of this Agreement warrant and represent to each other that they have all the necessary and required authority to execute and deliver this Agreement and that the entities they represent have met all the requisite requirements to do business in Rhode Island.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

In the presence of:

Pulte Homes of New England LLC

Bonnie Mae Smith
Witness Bonnie Mae Smith

By: Reid Blute
REID Blute, duly Authorized.

In the presence of:

Witness

John G. Haddad, individually

In the presence of:

Suffolk Realty, LLC

Witness

By: _____

[Acknowledgements on Next Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

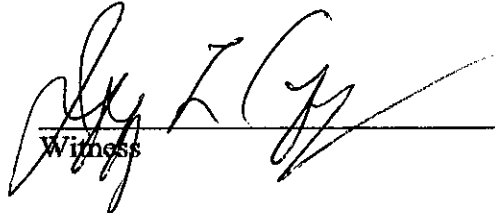
In the presence of:

Pulte Homes of New England LLC

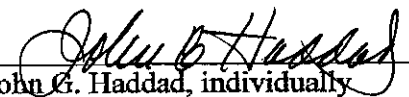
Witness

By: _____

In the presence of:



Witness



John G. Haddad, individually

In the presence of:

Suffolk Realty, LLC

Witness

By: _____

[Acknowledgements on Next Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

In the presence of:

Pulte Homes of New England LLC

Witness

By: _____

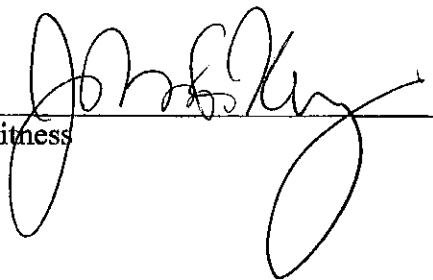
In the presence of:

Witness

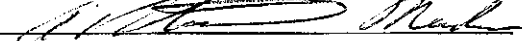
John G. Haddad, individually

In the presence of:

Suffolk Realty, LLC



Witness

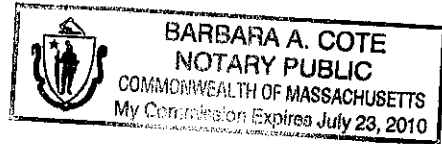
By: 

[Acknowledgements on Next Page]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

On May 14, 2008, before me, the undersigned notary public, personally appeared REID A. Blute, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Barbara A. Cote
Notary Public
Print Name _____
My Commission Expires _____



STATE OF RHODE ISLAND
COUNTY OF _____

In _____ on the _____ day of May, 2008 before me personally appeared John G. Haddad, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument to be of his free act and deed.

NOTARY PUBLIC
My commission expires:

[Acknowledgements Continued on Next Page]

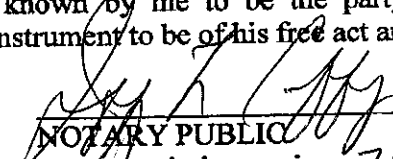
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On May ____, 2008, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
Print Name _____
My Commission Expires _____

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick on the 15th day of May, 2008 before me personally appeared John G. Haddad, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument to be of his free act and deed.



NOTARY PUBLIC
My commission expires: 7/18/09
Jeffrey E. Caffrey

[Acknowledgements Continued on Next Page]

STATE OF RHODE ISLAND
COUNTY OF Washington

In SARA KINGSTON on the 29th day of May, 2008 before me personally
appeared Alex Petrucci, the member of Suffolk Realty, LLC
to me known and known by me to be the party executing the foregoing instrument and he/she
acknowledged said instrument to be of his/her free act and deed in his/her said capacity and the
free act and deed of said Suffolk Realty, LLC.

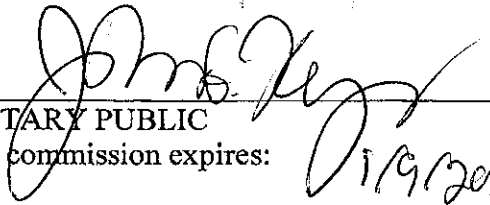

NOTARY PUBLIC
My commission expires: 11/9/2010
John F. Kenyon

EXHIBIT A

Copy of MOU

[attached hereto]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 31st day of January, 2008, between and among Pulte Homes of New England LLC ("Pulte"), John Haddad ("Haddad"), Suffolk Realty, LLC ("Suffolk"), and the Town of South Kingstown, Rhode Island (the "Town"), sometimes collectively referred to herein as the "Parties."

WHEREAS, Pulte is the owner of certain real property located in the Town and identified in the land evidence records of the Town as Land Units 1-4 of the Wakefield Meadows Condominium ("Wakefield Meadows" or the "Condominium"), created by Declaration of Condominium dated June 15, 2007, and recorded June 28, 2007, in Book 1287 at Page 559 (the "Pulte Property"); and

WHEREAS, Haddad is the owner of certain real property located in the Town and identified in the land evidence records of the Town as Land Unit 5 of the Wakefield Meadows Condominium, as described above, and is also the owner of separate property identified in the land evidence records of the Town as Tax Assessor's Map 50-4, Lots 13 and 24 (collectively, the "Haddad Property"); and

WHEREAS, Suffolk is the owner of certain real property located in the Town and identified in the land evidence records of the Town as Tax Assessor's Map 50-4, Lot 22, located on Tower Hill Road, South Kingstown, Rhode Island (the "Suffolk Property"); and

WHEREAS, the Emma Pendleton Bradley Hospital ("Bradley") is the owner of certain real property located in the Town and identified in the Land Evidence Records of the Town as Tax Assessor's Map 50-4, Lot 23, also designated as 4781 Tower Hill Road, South Kingstown, Rhode Island ("the Bradley Property"); and

WHEREAS, certain disputes have arisen between and among the Parties with regard to the design and construction of roadways providing ingress and egress to the aforementioned properties (sometimes collectively, the "Properties") from Route 1 at the so-called "Government Intersection," including the construction of a so-called jughandle (the "Jughandle") and a cost-sharing mechanism for same; and

WHEREAS, the aforementioned disputes are currently embodied, in part, in an administrative appeal pending before the Rhode Island Superior Court for Washington County captioned Suffolk Realty, LLC v. The Planning Board of Appeal of the Town of South Kingstown, C.A. No. WC2007-550 (the "Suffolk Superior Court Appeal"), and in Suffolk's separate appeal of the Final Plan Approval dated August 9, 2008, granted by the Town to Pulte, which is currently pending for hearing before the Town's Planning Board of Appeals (the "Suffolk Final Plan Appeal"); and

WHEREAS, the Parties now desire to resolve any and all claims and disputes pending between and among them concerning the subject matter hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows, to be subsequently embodied in more detailed agreements or

other settlement documentation, as deemed necessary by the Parties and their counsel:

1. The Jughandle, and any associated roadways providing shared ingress and egress from Route 1 to the aforementioned Properties at the Government Intersection, will be constructed in accordance with the plans prepared by DiPrete Engineering dated September, 2007, as revised October 2, 2007 (attached hereto as Exhibit A) (the "DiPrete Plans"), subject only to any final approval necessary from the Rhode Island Department of Transportation ("RIDOT"). The Parties also agree to implement any necessary aspects of the plans for the Jughandle and the Government Intersection previously prepared by Crossman Engineering for Pulte (attached hereto as Exhibit B) (the "Crossman Plans"), and Physical Alternation Permit No. 041217, previously approved by RIDOT, to the extent that they are not inconsistent with the DiPrete Plans.

2. Suffolk will construct, at its sole cost and expense, that portion of the Jughandle exiting Route 1 up to the boundary line where the Suffolk Property meets the Pulte Property, which is currently delineated by an existing stone wall, with the sole exception of a final top coat of asphalt, which will be completed at the appropriate time in accordance with Paragraph 5 herein. Suffolk will perform the aforementioned work promptly, and in accordance with the DiPrete Plans and/or the Crossman Plans, as appropriate. Suffolk agrees to complete the aforementioned work no later than May 30, 2008. If Suffolk is more than thirty (30) days late in completing this work, following notice and demand by Pulte, Pulte shall have the right, at its election, to complete the work and seek collection of any costs or fees incurred in connection therewith from Suffolk. The Town agrees that it will not withhold issuance of any building permits or certificates of occupancy to Pulte solely on the basis of Suffolk's failure to complete any portion of its work described herein on a timely basis.

3. Suffolk will also provide, at its sole cost and expense, any alterations necessary to terminate the existing roadway used by Bradley to access Route 1, and to provide Bradley and future users of the Suffolk Property with access to Route 1 and the new Government Intersection, all in accordance with the DiPrete Plans. The limited portion of Suffolk's work described in this paragraph, and any associated work located solely on Suffolk's Property, may be completed at a time deemed necessary or appropriate by Suffolk, or as required by the Town or RIDOT.

4. Pulte will complete any and all remaining work on the Pulte Property necessary to complete the Jughandle and the Government Intersection in accordance with the DiPrete Plans and/or the Crossman Plans, at its sole cost and expense.

5. The final top coat of asphalt paving on all portions of the Jughandle and the Government Intersection to be shared by the Parties (which includes the sections referenced in Paragraphs 2 and 4 herein, but does not include the sections referenced in Paragraph 3) will be completed by Pulte, using its contractor(s), and in accordance with Pulte's construction schedule, but Pulte and Suffolk shall share in the cost(s) thereof on a pro rata basis to be determined by those Parties.

6. The Parties agree that to the best of their knowledge, no further review of the DiPrete Plans or the Crossman Plans is required by the Rhode Island Department of Environment

Management ("DEM").

7. Pulte, Haddad and Suffolk agree to work together in an expedited fashion to obtain RIDOT approval of the DiPrete Plans (as amended, if necessary, by agreement of the Parties) and any associated Physical Alteration Permit in accordance therewith, and to secure RIDOT's permission and agreement that the existing roadway system and jughandle currently used for ingress and egress to Route 1 at the Government Intersection may continue to be used until such time as the DiPrete Plans are fully implemented in accordance herewith. Pulte, Haddad and Suffolk will also cooperate in efforts to secure RIDOT's agreement to assume future maintenance obligations for the Jughandle and Government Intersection, and any associated roadways to be used by the public, to the maximum extent possible.

8. To the extent that RIDOT does not assume future maintenance responsibilities for any portion of the roadway system surrounding the Jughandle and the Government Intersection to be shared by the Pulte, Haddad and Suffolk (or their future tenants, users or successors), those Parties will reach agreement on any such shared maintenance obligations, including maintenance of any surrounding landscaping, utilities, infrastructure or amenities. The specific business terms of this future maintenance agreement will be agreed by the parties and set forth in a separate document.

9. To the extent that the DiPrete Plans constitute, reflect or embody any changes or alterations in plans already approved by the Town in connection with Pulte's development of Wakefield Meadows, or require any changes or amendments to any permits issued or approvals granted by the Town to Pulte (or Haddad) for the Wakefield Meadows development, the Town hereby agrees to review, and where appropriate approve, with or without modification, any and all changes administratively, in accordance with Article IV.B of the Town of South Kingstown Subdivision Regulations. This includes any necessary redesign by Pulte of the approved signage, stone wall, landscaping, utilities, infrastructure and other site work to be located immediately adjacent to the Jughandle, marking the entrance to the Wakefield Meadows development.

10. With regard to any future or additional signage requested by Pulte, Haddad and/or Suffolk for their Properties described herein, the Town agrees that the previously approved "monument sign" for Wakefield Meadows, which will be integral to the stone wall marking the entrance to Wakefield Meadows, is governed by Section 804 of the Zoning Ordinance and is not considered part of any major entrance sign shared by users within that portion of the Route 1 Special Management District as required under Section 605.7 of the Town's Zoning Ordinance. Pulte, Haddad and Suffolk agree they will discuss and implement a shared signage plan for the proposed free-standing, major entrance sign at the new intersection. The signage plan shall include space for Pulte, Haddad, Suffolk and Bradley, and will provide for the size and location of the proposed free standing sign as well as the area and location on the sign to be used by each Party. The plan will also include an agreement as to access to the sign for each Party.

11. In connection with executing and implementing the agreements embodied in this MOU, Pulte, Haddad and Suffolk agree that they will, within thirty (30) days of the execution of this MOU, prepare, execute and deliver any and all necessary easements or rights of access,

including any necessary signage easements, (the "Easements") for use of each other's properties, or to grant any associated rights of access to the general public through RIDOT in all areas surrounding the Jughandle and the Government Intersection, including all associated means of ingress and egress thereto. The Parties agree that documents evidencing and reflecting the granting of the Easements shall be in a form reasonably acceptable to all counsel for the Parties, and shall be recorded in the relevant land evidence records as necessary.

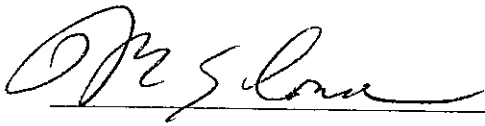
12. Pulte, Haddad and Suffolk agree that they will discuss and implement any necessary signage or design modifications necessary to ensure that vehicles exiting Bradley and/or the Suffolk Property, and returning to Route 1 through the Government Intersection, will be directed immediately back to the Government Intersection and away from the Wakefield Meadows development, so as to eliminate and not permit through traffic into the Wakefield Meadows development.

13. In consideration of the foregoing, and contemporaneous with the execution of any final settlement documents deemed necessary by counsel for the Parties, the Parties will also cooperate in the drafting, execution and filing of a Dismissal Stipulation dismissing the Suffolk Superior Court Appeal, with prejudice, all parties to bear their own costs and fees. Suffolk will also withdraw, with prejudice, the Suffolk Final Plan Appeal. Suffolk will also withdraw its request for proceedings before the Planning Board regarding cost-allocation responsibilities at the Government Intersection.

14. All Parties other than the Town will execute and deliver releases to one another with regard to the issues addressed herein, releasing all claims that have been made or that could have been made with regard to the subject matter hereof.

PARTIES:

WITNESS:



PULTE HOMES NEW ENGLAND LLC

By: 

WITNESS:

JOHN HADDAD

WITNESS:

SUFFOLK REALTY, LLC

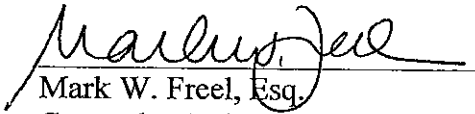
By: _____

WITNESS:

TOWN OF SOUTH KINGSTOWN

By: _____

COUNSEL:


Mark W. Freel, Esq.
Counsel to Pulte Homes of New
England, LLC

Robert I. Stolzman, Esq.
Counsel to John Haddad

Nancy E. Letendre, Esq.
Counsel to Town of South Kingstown

John F. Kenyon, Esq.
Counsel to Suffolk Realty, LLC

PARTIES:


WITNESS:

PULTE HOMES NEW ENGLAND LLC

By: _____

WITNESS:




JOHN HADDAD

WITNESS:

SUFFOLK REALTY, LLC

By: _____

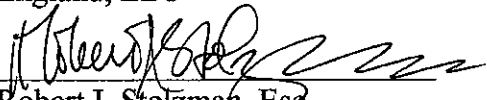
WITNESS:

TOWN OF SOUTH KINGSTOWN

By: _____

COUNSEL:

Mark W. Freel, Esq.
Counsel to Pulte Homes of New
England, LLC


Robert I. Stolzman, Esq.
Counsel to John Haddad

Nancy E. Letendre, Esq.
Counsel to Town of South Kingstown

John F. Kenyon, Esq.
Counsel to Suffolk Realty, LLC

RECORDED
OFFICE OF THE CLERK
PROVIDENCE, RHODE ISLAND
JULY 11 2007 10:00 AM

PARTIES:

WITNESS:

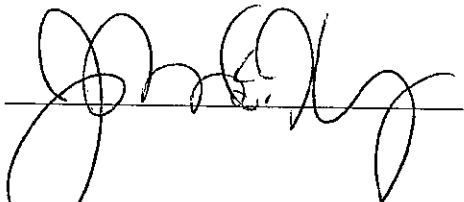
PULTE HOMES NEW ENGLAND LLC

By: _____

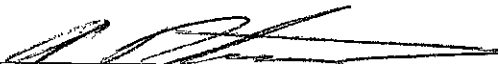
WITNESS:

JOHN HADDAD

WITNESS:



SUFFOLK REALTY, LLC

By: 

WITNESS:

TOWN OF SOUTH KINGSTOWN

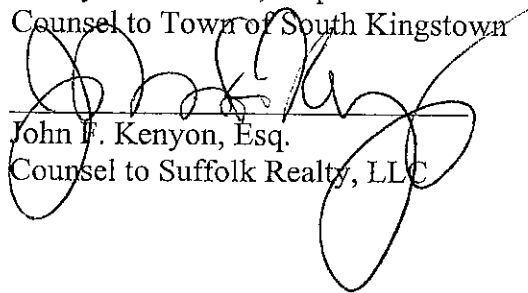
By: _____

COUNSEL:

Mark W. Freel, Esq.
Counsel to Pulte Homes of New
England, LLC

Robert I. Stolzman, Esq.
Counsel to John Haddad

Nancy E. Letendre, Esq.
Counsel to Town of South Kingstown



John F. Kenyon, Esq.
Counsel to Suffolk Realty, LLC

Bk L1322 Pg381 #28

PARTIES:

WITNESS:

PULTE HOMES NEW ENGLAND LLC

By: _____

WITNESS:

JOHN HADDAD

WITNESS:

SUFFOLK REALTY, LLC

By: _____

WITNESS:

Hellen Camp

TOWN OF SOUTH KINGSTOWN

By: *John Kenyon*
Town Manager

COUNSEL:

Mark W. Freel, Esq.
Counsel to Pulte Homes of New
England, LLC

Robert I. Stolzman, Esq.
Counsel to John Haddad

Nancy E. Letendre
Nancy E. Letendre, Esq.
Counsel to Town of South Kingstown

John F. Kenyon, Esq.
Counsel to Suffolk Realty, LLC

FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding ("First Amendment") is made this 15th day of May, 2008, between and among Pulte Homes of New England LLC ("Pulte"), John Haddad ("Haddad") and Suffolk Realty, LLC ("Suffolk"), sometimes collectively referred to herein as the "Parties."

WHEREAS, the undersigned Parties previously entered into a Memorandum of Understanding dated January 31, 2008; and

WHEREAS, since that time, the Parties have negotiated and prepared certain other ancillary documents and agreements called for by the MOU; and

WHEREAS, the undersigned Parties have agreed to grant Suffolk an extension of time within which to complete its work on the Jughandle (as defined in the MOU) pursuant to Paragraph 2 of the MOU; and

WHEREAS, the Town of South Kingstown (the "Town") has indicated its assent to this extension and has agreed that it does not need to sign this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and in the MOU, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Paragraph 2 of the MOU shall be modified and amended to give Suffolk through and including June 30, 2008, to complete its relevant work on its portion of the Jughandle.

[Signatures on Next Page]

WITNESS:

PULTE HOMES NEW ENGLAND LLC

Barbara Cote
Barbara Cote

By: Reid Blute
REID BLUTE, duly authorized

WITNESS:

JOHN HADDAD

WITNESS:

SUFFOLK REALTY, LLC

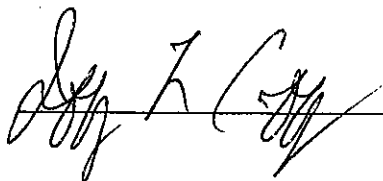
By: _____

WITNESS:

PULTE HOMES NEW ENGLAND LLC

By: _____

WITNESS:

 _____


JOHN HADDAD

WITNESS:

SUFFOLK REALTY, LLC

By: _____

WITNESS:

PULTE HOMES NEW ENGLAND LLC

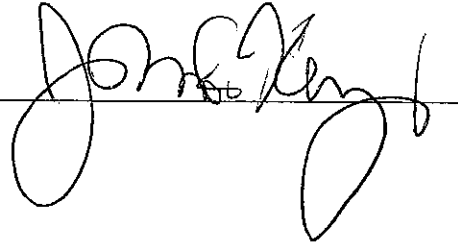
By: _____

WITNESS:

JOHN HADDAD

WITNESS:

SUFFOLK REALTY, LLC



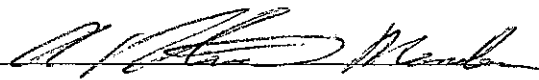
By: 

EXHIBIT B

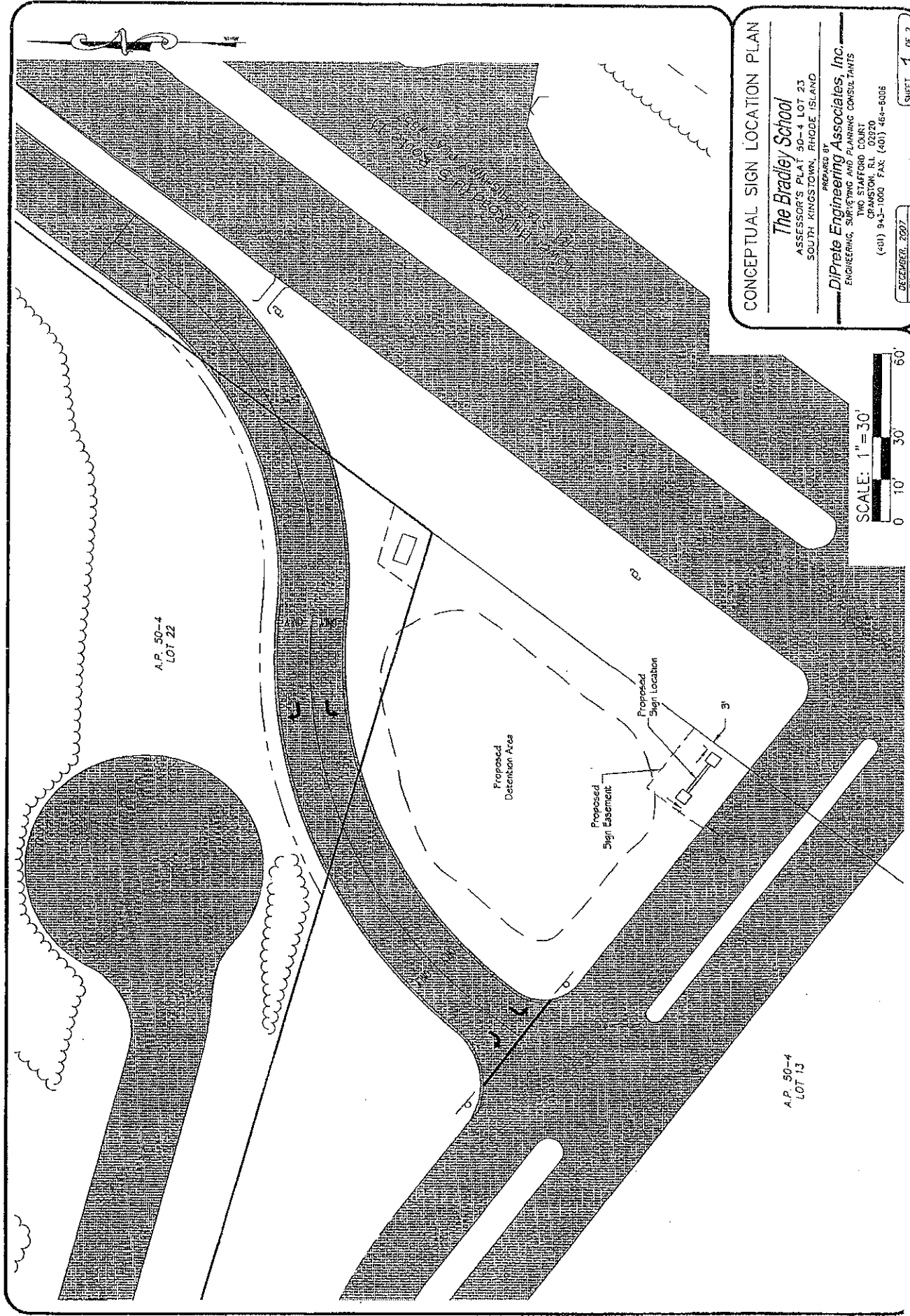
Description of Easement Areas

[attached hereto]

EXHIBIT C

Copy of Conceptual Sign Location Plan

[attached hereto]



CONCEPTUAL SIGN LOCATION PLAN

The Bradley School
 ASSESSOR'S PLAT 50-4 LOT 23
 SOUTH KINGSTOWN, RHODE ISLAND

PREPARED BY
Diprete Engineering Associates, Inc.
 ENGINEERING, SURVEYING AND PLANNING CONSULTANTS
 TWO STAFFORD COURT
 CRANSTON, R.I. 02920
 (401) 943-1000 FAX: (401) 464-6008

DECEMBER, 2007

SHEET 1 OF 2

EXHIBIT D

Copy of Streetscape & Buffer Planting Plan

[attached hereto]

SEE DETAIL #4, SHEET L-2

SEE DETAIL #2, SHEET L-3

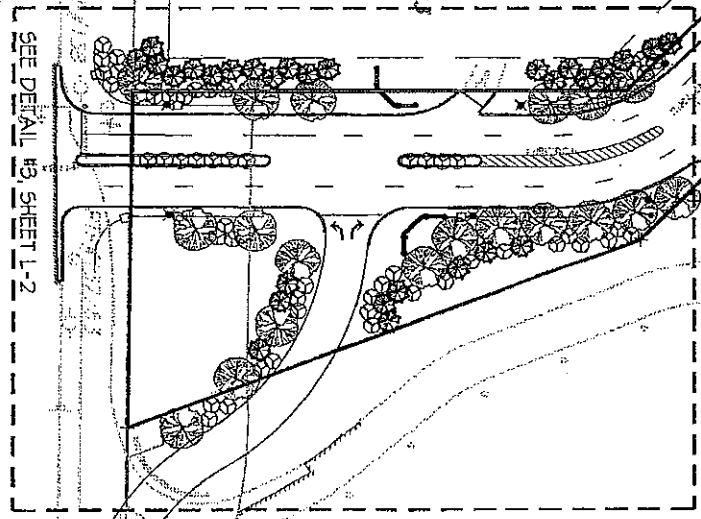
FUTURE HOTEL /
OFFICE USE

NBA (2-25' HT)

MAP 50-4 LOT 24
N/F
JOHN HADDAD

MAP 50-4 LOT 24
N/F
JOHN HADDAD

MAP 50-4 LOT 13
N/F
JOHN HADDAD



PREPARED FOR:

JOHN HADDAD
2790 SOUTH COUNTY TRAIL
EAST GREENWICH, RHODE ISLAND

DRAWING TITLE:

STREETSCAPE & BUFFER
PLANTING PLAN

DATE: JULY, 2007 SCALE: 1" = 100'

DWG. NAME: PR-LA.DWG

NO.	DATE	REVISION
1.	8/07	TOWN COMMENTS
2.	2/08	REVISED ENTRANCE
3.	3/08	REVISED ENTRANCE