

**CORRECTION OF DEVELOPMENT AGREEMENT
AND
AMENDMENT OF ASSIGNMENT RIGHTS UNDER
DEVELOPMENT AGREEMENT**

THIS CORRECTION OF DEVELOPMENT AGREEMENT AND AMENDMENT OF ASSIGNMENT RIGHTS UNDER DEVELOPMENT AGREEMENT dated as of the 5th day of January, 2015, by and between **RICHARD L. ROBBINS, STANLEY B. ROBBINS AND JUDITH E. WEISNER**, Trustees of the **SIDNEY ROBBINS FAMILY TRUST**, a New Hampshire irrevocable trust, under a declaration of trust dated May 25, 1990, with an address of 50 Atlantic Avenue, Seabrook, New Hampshire 03874 (the "Trust") and **104 WASHINGTON STREET, INC.**, a New Hampshire corporation, with an address of PO Box 1535, City of Dover, County of Strafford and State of New Hampshire 03820 ("104") (104 and the Trust are sometimes collectively referred to as the Owners and sometimes as the "Assignor"), **THE CITY OF DOVER, NEW HAMPSHIRE**, a body corporate and politic, and a political subdivision of the State of New Hampshire with an address of 288 Central Avenue, Dover, New Hampshire 03820 (the "City"), and **125 WASHINGTON STREET, INC.**, a New Hampshire corporation, having an address of P.O. Box 1535, Dover, New Hampshire 03820 (hereinafter "Assignee"). (Assignor and Assignee are hereinafter referred to collectively as the "Parties" and each individually as a "Party").

RECITALS:

- A. 104 and the Trust individually own certain real properties, including buildings thereon, identified as Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, said property consisting of 1.15 acres, more or less, in the aggregate, which fronts along Washington Street, and is situated between Locust Street and Chestnut Street in Dover, New Hampshire (the "Development Property").
- B. A Development Agreement dated October 15, 2014, was executed among the Owners and the City (the "Development Agreement"). 104 was incorrectly named in the Development Agreement as 104 Washington Street LLC.
- C. Under the Development Agreement certain parking rights are to be granted by the City upon certain redevelopment of the Development Property pursuant to the provisions of the Development Agreement (the "Parking Rights").
- D. A portion of such Parking Rights are described in Section 4.03 of the Development Agreement (the "Section 4.03 Parking Rights").

E. The Assignor desires to assign to the Assignee, and the Assignee desires to receive, an assignment of the Section 4.03 Parking Rights pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The parties to the Development Agreement, as acknowledged and agreed to by the City hereunder, amend the Development Agreement to delete all references to "104 Washington Street LLC" and insert in place the following: "104 Washington Street, Inc."

2. Assignor hereby assigns all rights, interest and obligations in, for and to the Section 4.03 Parking Rights to Assignee, which Section 4.03 Parking Rights shall be used for the benefit of the property owned by Assignee located at 125 Washington Street, Dover, New Hampshire. The Section 4.03 Parking Rights shall be available to Assignee upon the issuance of a certificate of occupancy for the redevelopment of the property of Assignor as contemplated in the Development Agreement.

3. The City and Owner hereby agree that the Section 4.03 Parking Rights may be assigned by Owner at any time to Assignee; provided, however, use of the Section 4.03 Parking Rights shall not be available to Assignee until substantial completion of the Development contemplated by the Development Agreement. The term "substantial completion", for purposes of this Correction of Development Agreement and Amendment of Assignment Rights Under Development Agreement, shall mean the issuance of a certificate of occupancy for the building to be developed pursuant to the Development Agreement. Section 4.03 Parking Rights may not be further assigned without the written consent of the City, which shall not be unreasonably withheld; provided, however, that no such consent of the City shall be required for an assignment by Assignee of the Section 4.03 Parking Rights to a purchaser of the property located at 125 Washington Street, Dover, New Hampshire.

4. In executing this instrument, the undersigned City Manager certifies that this Correction of Development Agreement and Amendment of Assignment Rights Under Development Agreement, as it pertains to the Section 4.03 Parking Rights, is consistent with the authorizations and approvals received to date from the Dover City Council.

5. This document shall be governed by the laws of the State of New Hampshire.

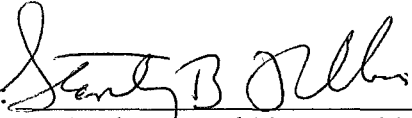
6. Except as otherwise provided in this Correction of Development Agreement and Amendment of Assignment Rights Under Development Agreement, the Development Agreement remains in full force and effect.

7. This document of the Section 4.03 Parking Rights is consented to by the City.

[Signature Page follows]

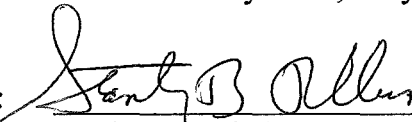
IN WITNESS WHEREOF, the parties have executed this Correction of Development Agreement and Amendment of Assignment Rights Under Development Agreement as of the day and year first above written.

104 WASHINGTON STREET, INC.

By: 
Stanley B. Robbins, President

SIDNEY ROBBINS FAMILY TRUST

By: _____
Richard L. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

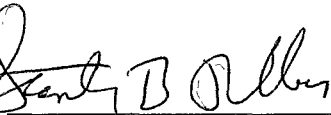
By: 
Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: _____
Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, Duly authorized

CITY OF DOVER, NEW HAMPSHIRE

By: _____
Name: J. Michael Joyal
Title: City Manager

125 WASHINGTON STREET, INC.

By: 
Stanley B. Robbins, President

7. This document of the Section 4.03 Parking Rights is consented to by the City.

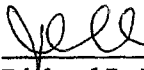
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Stanley B. Robbins, President

SIDNEY ROBBINS FAMILY TRUST

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CITY OF DOVER, NEW HAMPSHIRE

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Name: J. Michael Joyal
Title: City Manager

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By: _____
Stanley B. Robbins, President

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Name: J. Michael Joyal
Title: City Manager

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Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: *Judith E. Weisner*
Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, Duly authorized

CITY OF DOVER, NEW HAMPSHIRE

By: *J. Michael Joyal* 1/5/15
Name: J. Michael Joyal
Title: City Manager

125 WASHINGTON STREET, INC.

By: _____
Stanley B. Robbins, President