

PURCHASE AND SALE AGREEMENT

As of this 26 day of April, 2010:

1. Parties and Mailing Addresses:

Mary Ann Caouette, Frances Simeone and John E. Simeone, individually and as trustees of The Simeone Irrevocable Trust u/d/t dated November 17, 1998 and recorded with the Middlesex South Registry of Deeds at Book 31063, Page 219, with a mailing address care of Mary Ann Caouette, 10 Stow Street, Acton, MA 01720, hereinafter called the SELLER, agree to SELL and

The Town of Acton, 472 Main Street, Acton, MA 01720, hereinafter called the BUYER, agrees to BUY, upon the terms set forth herein, the following described premises:

2. Description:

The land containing approximately 11.7 acres as shown on the sketch plan attached hereto as Exhibit A. For the SELLER's title to the premises, see deed dated November 17, 1998 and recorded with the Middlesex South Registry of Deeds at Book 31063, Page 229 and deed dated November 17, 1998 and recorded with said Deeds at Book 31063, Page 231.

3. Title Deed:

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; and
- (c) Any liens for municipal betterments assessed after the date of this Agreement.

4. Purchase Price:

The agreed purchase price for the premises is One Million (\$1,000,000.00) Dollars, of which

\$ 4,500.00	have been paid as a deposit this day and
\$ 995,500.00	are to be paid at the time of delivery of the deed in cash or by certified, cashier's, treasurer's or bank check(s), attorney's conveyancing account check or wire.
<hr/>	
\$ 1,000,000.00	TOTAL

5. Time for Performance; Delivery of Deed:

Such deed is to be delivered at 10 A.M. on the 9th day of June 2010 at the office of the Acton Town Manager, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Premises:

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with provisions of any instrument referred to in Paragraph 3 hereof.

7. Extension to Perfect Title or Make Premises Conform:

If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) days.

8. Failure to Perfect Title or Make Premises Conform:

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the premises in their then

condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

10. Acceptance of Deed:

The acceptance and recording of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Use of Purchase Money to Clear Title:

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Adjustments:

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

13. Adjustment of Un-assessed and Abated Taxes:

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

14. Deposit:

All deposits made hereunder shall be held in an interest-bearing, FDIC-insured escrow account by Anderson & Kreiger, LLP, as escrow agent subject to the terms of this Agreement and the Escrow Agreement attached hereto as Exhibit B, and shall be duly accounted for at the time for performance of this Agreement. All interest on said deposit shall be paid to the BUYER at closing, except that in the event the BUYER defaults hereunder all interest and the deposit shall be paid to the SELLER.

15. BUYER's Default; Damages:

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

16. ANR Plan:

The premises is not shown as a separate lot on a recorded plan, and the parties acknowledge and agree that an Approval Not Required plan of the premises must be endorsed by the Acton Planning Board and approved prior to the closing. The parties shall work together diligently and in good faith to complete an Approval Not Required plan of the premises based on the sketch plan attached hereto as Exhibit A. The parties will jointly submit said plan for endorsement by the Acton Planning Board as soon as possible after it is completed, and the parties shall extend the closing hereunder to a mutually agreeable date if the plan is not affirmatively or constructively approved by the Acton Planning Board and recorded before the closing. If, despite the efforts of the SELLER and the BUYER, the Acton Planning Board rejects the plan, the parties may elect to work together to submit an alternative plan for approval or either party may terminate this Agreement. The costs of the preparation and recording of the Approval Not Required plan (the "ANR Costs") shall be shared by the parties as follows: (a) the ANR Costs shall be added to (b) the amount of SELLER's liability for any withdrawal or penalty taxes under G.L. c. 61A for the withdrawal of the land in the new house lot from classification under G.L. c. 61A. SELLER shall be responsible for half of this sum, with SELLER's contribution applied first to the payment of withdrawal or penalty taxes under G.L. c. 61A and the balance delivered to BUYER as reimbursement for a portion of the ANR Costs.

17. Conservation Restriction:

The SELLER has agreed to grant a perpetual conservation restriction under G.L. c. 184, secs. 31-33 to the BUYER for the portion of the house lot at 90 Martin Street that is not marked as "0.5 AC. ±UNRESTRICTED" on the sketch plan that is attached hereto as Exhibit A (the unrestricted portion of the house lot is referred to herein as the "Unrestricted House Lot Area"). The form of the conservation restriction shall be mutually acceptable to the parties, and the parties shall use diligent and good faith efforts to agree upon a draft and obtain approval of the conservation restriction by the Executive Office of Energy and Environmental Affairs (as well as all other required approvals) after the execution hereof. The final conservation restriction shall, to the extent permitted by the Executive Office of Energy and Environmental Affairs: (a) allow for farming on the conservation restriction area consistent with the agricultural use of said area during SELLER's ownership; (b) provide for temporary use of the area that is proximate to the Unrestricted House Lot Area by SELLER (or any subsequent owner of the Unrestricted House Lot Area) for the repair, maintenance or reconstruction of the septic system on said Unrestricted House Lot Area; and (c) prohibit public access to the conservation restriction area other than the area of the Mill Pond where public access will

be permitted. The parties acknowledge that the conservation restriction will not be fully approved and recorded until after the closing, and the terms of this provision shall survive the delivery of the deed for the premises.

18. Environmental Due Diligence:

Notwithstanding anything set forth herein to the contrary, the BUYER shall be entitled to continue the BUYER's environmental due diligence after the execution hereof by completing tests, monitoring, assessments and other measures in the eastern portion of the premises in response to the Phase 1 report that the BUYER has obtained and/or in accordance with the recommendations of the BUYER's environmental consultants. The BUYER shall be entitled to terminate this Agreement if the results of that due diligence are unsatisfactory to the BUYER in the BUYER's sole discretion.

19. Agricultural Lease:

In conjunction with the closing, Carl Simeone of 22 Independence Road, Acton, MA 01720 ("Simeone"), shall have the opportunity to lease the premises for agricultural purposes pursuant to the lease attached hereto as Exhibit C, with only those changes that are mutually acceptable to SELLER and BUYER. If Simeone fails to sign such lease, as it may be modified, at the time of closing, BUYER shall not be obligated to lease the premises to Simeone and all obligations under this paragraph shall terminate.

20. Chapter 61A:

The SELLER shall be responsible for paying any and all rollback, withdrawal or similar taxes under G.L. c. 61A that are associated with the house lot that the SELLER shall retain at 90 Martin Street. Both the SELLER and the BUYER acknowledge and agree that certain land that will be part of the house lot and that was previously classified and taxed under G.L. c. 61A will no longer be eligible for such classification and taxation after the conveyance of the premises to the BUYER as provided herein.

21. Title:

It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) All buildings and structures are located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity;
- (b) No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said premises in any material respect; and
- (c) Title to the premises shall be at the time of closing insurable at normal title insurance premium rates for the benefit of the BUYER at the BUYER's expense, by a nationally-recognized title insurance company, upon delivery from the SELLER to the BUYER of the deed contemplated by

this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in the BUYER free from all exceptions other than those exceptions set forth in Paragraph 3.

22. Access:

The BUYER and its agents shall have the right of access to the premises prior to the time specified for delivery of the SELLER's deed for the purpose of inspecting the condition of said premises.

23. Notices:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile (with proof of transmission):

in case of notice to the SELLER, to: Mar y Ann Caouette
10 Stow Street
Acton, MA 01720
FAX: _____

with a copy to: Douglas A. Muir, Esq.
Garrity, Levin and Muir LLP
One Center Plaza, Suite 230
Boston, MA 02108
FAX: (617) 236-5014

in case of notice to the BUYER, to: Steven Ledoux
Town Manager
Town of Acton
472 Main Street
Acton, MA 01720
FAX: (978) 264-9630

with a copy to: Ryan D. Pace
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
FAX: (617) 621-6628

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile (with proof of transmission), on the same business day.

24. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

25. Underground Fuel Storage Tanks:

The SELLER warrants and represents that to the best of the SELLER's knowledge and belief there are no underground fuel storage tanks on the premises. The provisions of this paragraph shall survive the delivery of the deed for the premises or the early termination hereof.

26. SELLER Delivery of Documents:

The SELLER shall cooperate with the BUYER by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by the BUYER's title insurance company and/or the BUYER's attorney in conjunction with the closing. As part of this process, the SELLER will execute and deliver an affidavit stating that the SELLER is not a foreign person as that term is used in Section 1445 of the Internal Revenue Code of 1986, as amended.

27. Extensions:

By executing this Agreement, the BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

28. Efforts to Cure Title or Condition of Premises:

In the event the closing date is extended in accordance with Paragraph 7 of this Agreement, then such extension shall be for as short a period as is required by the SELLER to effect such necessary cure to the title or condition of the premises. The SELLER shall use best efforts to deliver the premises as provided herein by the closing date.

29. Suits or Judgments:

The SELLER represents and warrants to the BUYER that the SELLER has no notice or knowledge of any suits or judgments in relation to the premises, and the SELLER hereby indemnifies and holds the BUYER harmless from any and all liabilities, claims, losses or damages related to the premises and arising from such suits and/or judgments. The provisions of this paragraph shall survive the delivery of the deed for the premises or the early termination hereof.

30. Brokers:

The SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the premises or the early termination hereof.

31. Disclosure of Beneficial Interest Form:

Prior to the execution of this Agreement, the SELLER completed the disclosure of beneficial interest form that is attached hereto as Exhibit D as required under G.L. c. 7, sec. 40J. This form was filed with the Division of Capital Asset Management of Massachusetts on March 9, 2010.

32. Deposits:

All deposits hereunder shall be held in an FDIC-insured, interest bearing escrow account in accordance with the Escrow Agreement attached hereto as Exhibit B. All interest earned thereon shall be paid to the BUYER at the time of the delivery of the deed in accordance with REBA Practice Standard No. 9, unless either party defaults, in which event the interest shall follow the deposit.

33. Municipal Approvals:

Notwithstanding anything set forth herein to the contrary, the BUYER's obligations hereunder are expressly subject to Town Meeting approval, the approval of the Acton Board of Selectmen, the approval of the Acton Community Preservation Committee and all other municipal approvals that are required for the purchase of the premises.

34. Assignment:

Neither the SELLER nor Simeone shall be entitled to assign any of the rights hereunder, and the BUYER shall be entitled to terminate this Agreement and receive a full refund of the BUYER's deposit in the event of any such assignment.

35. Release by Husband or Wife:

SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

36. Liability of Trustee, Shareholder, Beneficiary, etc.:

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

37. Warranties and Representations:

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.

38. Construction of Agreement:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

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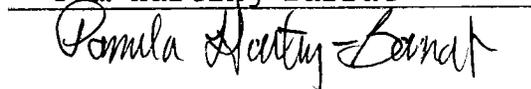
In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

BUYER:

Town of Acton
Board of Selectmen


Janet Adachi

Pam Harting-Barrat




Lauren Rosenzweig



Terra Friedrichs


Mike Gowing

SELLER:


Mary Ann Caouette, individually and as trustee of The Simeone Irrevocable Trust


Frances Simeone, individually and as trustee of The Simeone Irrevocable Trust

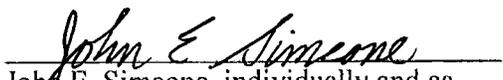

John E. Simeone, individually and as trustee of The Simeone Irrevocable Trust

EXHIBIT A

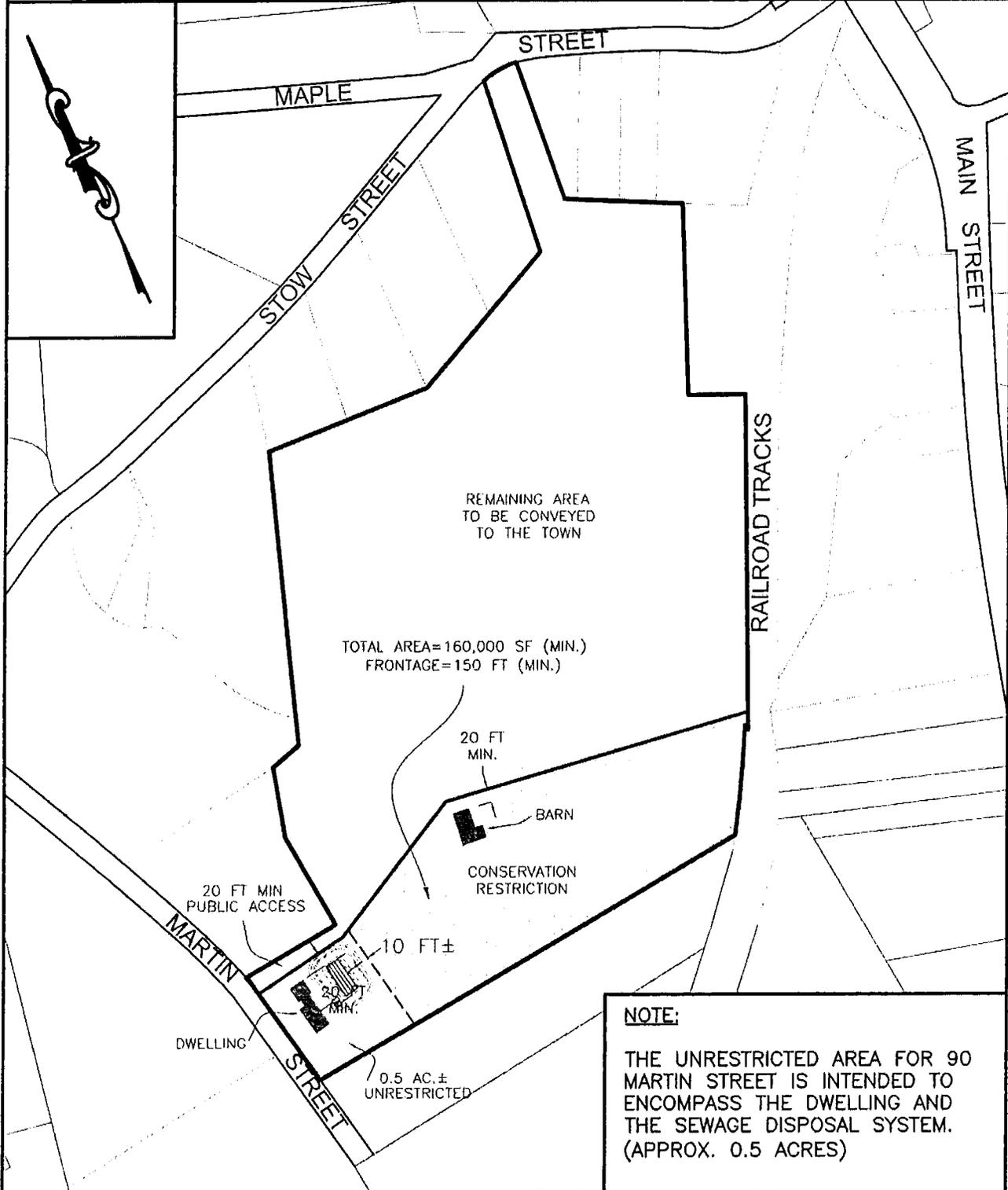
SKETCH PLAN OF PREMISES

SKETCH PLAN - SIMEONE-CAOQUETTE PROPERTY

TOWN OF ACTON
472 MAIN STREET
ACTON, MA 01720

SIMEONE - CAOQUETTE PROPERTY

TOWN ATLAS MAP H-2 PARCEL 95
TOWN ATLAS MAP H-2A PARCEL 62



NOTE:

THE UNRESTRICTED AREA FOR 90 MARTIN STREET IS INTENDED TO ENCOMPASS THE DWELLING AND THE SEWAGE DISPOSAL SYSTEM. (APPROX. 0.5 ACRES)

EXHIBIT B

ESCROW AGREEMENT

WHEREAS, the Town of Acton, a municipal corporation with an address of 472 Main Street, Acton, Massachusetts 01720 ("Buyer"), and Mary Ann Caouette, Frances Simeone and John E. Simeone, individually and as trustees of The Simeone Irrevocable Trust u/d/t dated November 17, 1998 and recorded with the Middlesex South Registry of Deeds at Book 31063, Page 219, with a mailing address of 10 Stow Street, Acton, Massachusetts 01720 ("Seller"), have entered into a Purchase and Sale Agreement dated as of April __, 2010 (the "Purchase and Sale Agreement") for land containing approximately 11.7 acres between Stow Street and Martin Street in Acton, Massachusetts (the "Premises");

WHEREAS, the parties have agreed to place the deposit of Four Thousand Five Hundred (\$4,500.00) Dollars paid by the Buyer in conjunction with the execution of the Purchase and Sale Agreement (the "Escrow Sum") in escrow as set forth in Paragraph 14 of the Purchase and Sale Agreement;

WHEREAS, the parties have agreed to deposit the Escrow Sum with the law firm of Anderson & Kreiger LLP (the "Escrow Agent") in conjunction with the execution of the Purchase and Sale Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of the Purchase and Sale Agreement for the purposes hereof.
2. As provided in Paragraph 32 of the Purchase and Sale Agreement, the Escrow Sum shall be retained by the Escrow Agent in an interest-bearing escrow account. This deposit shall be held in accordance with the terms set forth below:
 - a. In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall have the right to retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent, which successor agrees in writing to act as escrow agent.
 - b. Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless (to the extent permitted by law) from any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any dispute concerning the Escrow Sum.
 - c. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in the Purchase and Sale Agreement, and the

Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.

- d. The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged from all such duties. The Escrow Agent shall not be required to institute or defend any administrative, arbitral, judicial or other action or legal process involving any matter referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.
- e. In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
- f. The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property. The tax identification numbers of the parties hereto shall be furnished to the Escrow Agent on request.
- g. The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
- h. Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as the Seller's counsel for any purpose in the event a dispute arises regarding the Escrow Sum, or in the event of any other dispute under this Escrow Agreement or with respect to the sale of the Premises, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
- i. This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.

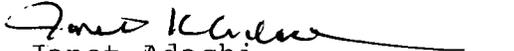
3. Buyer and Seller shall each execute and deliver to the Escrow Agent original IRS Form W-9s in the form attached hereto as Exhibit 1 in order for the Escrow Agent to place the Escrow Sum in an interest-bearing account in accordance with the terms of the Purchase and Sale Agreement. The Escrow Agent shall have no obligation to obtain executed W-9 forms from the Buyer and Seller and no interest shall accrue unless fully executed, original W-9's are received by

the Escrow Agent. Until that time, the Escrow Sum will be deposited in Escrow Agent's IOLTA account.

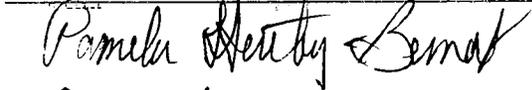
This document is executed under seal as of this 26 day of April, 2010.

BUYER:

Town of Acton
Board of Selectmen


Janet Adachi

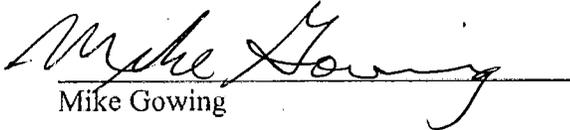
Pam Harting-Barrat



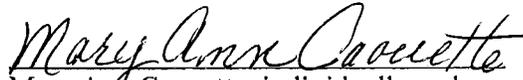

Lauren Rosenzweig,

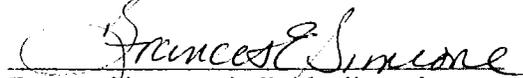


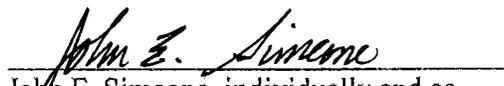
Terra Friedrichs


Mike Gowing

SELLER:


Mary Ann Caouette, individually and as trustee of The Simeone Irrevocable Trust


Frances Simeone, individually and as trustee of The Simeone Irrevocable Trust


John E. Simeone, individually and as trustee of The Simeone Irrevocable Trust

ANDERSON & KREIGER LLP, as Escrow Agent


By: STEPHEN D. ANDERSON, PARTNER

EXHIBIT 1

W-9 Form

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return) Town of Acton	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Municipality	
Address (number, street, and apt. or suite no.) 472 Main Street	Requestor's name and address (optional)
City, state, and ZIP code Acton, MA 01720	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.
- Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT C

LEASE

FARM LEASE

This farm lease is made as of the Date of Lease below specified by and between the Landlord and Tenant identified herein.

WITNESSETH:

SPECIAL PROVISIONS

1. DATE OF LEASE: May ____, 2010
2. LANDLORD: Town of Acton, Massachusetts
3. LANDLORD'S ADDRESS: 472 Main Street, Acton, MA 01720
4. TENANT: Carl Simeone
5. TENANT'S ADDRESS: 22 Independence Road, Acton, MA 01720
6. DEMISED PREMISES: Land containing approximately 11.7 acres as shown on the sketch plan attached hereto as Exhibit A, consisting of portions of Parcel 62 on Acton Assessor's Map H-2A and H-3B and Parcel 95 on Acton Assessor's Map H-2.
7. LEASE TERM: Ten years
8. TERMINATION DATE: _____, 2020, unless extended pursuant to this Lease.
9. BASE RENT: \$1 annually. Base Rent for each calendar year shall be paid in advance on the date of execution hereof or the first day of each calendar year, as applicable.
10. ADDITIONAL RENT: All utilities, insurance, other charges and monetary obligations of Tenant (other than Base Rent) under this lease. Additional Rent, if any, shall be paid promptly when invoiced by Landlord.
11. PERMITTED USE: The Demised Premises may be used solely for agricultural purposes and uses accessory thereto, which uses shall be generally consistent with Tenant's current use of the Demised Premises.
12. SECURITY DEPOSIT: \$40,000

ARTICLE I - PREMISES.

Section 1.1 Demised Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the Demised Premises identified in the Special Provisions. Wherever in this Lease the term "Demised Premises" is used, said term encompasses the parcel identified in the Special Provisions, including any and all existing and future structures and parking facilities, as the same may from time to time be altered.

The Demised Premises are leased to Tenant "AS IS." The Demised Premises are subject to and with the benefit of all present and future covenants, restrictions, easements, encumbrances, rights and agreements of record to the extent in force and applicable, including a conservation restriction that will be placed on the Demised Premises by Landlord in accordance with the requirements of the Community Preservation Act, M.G.L. c. 44B (see Section 5.3 hereof).

Landlord shall have the right to access and enter upon the Demised Premises for the purposes of inspection and exercising any right reserved to Landlord by this Lease. In the event of any such entry, and except as otherwise provided herein, Landlord shall use reasonable efforts to minimize interference with or disruption of Tenant and Tenant's agricultural activities resulting from Landlord's access.

Landlord and Tenant agree that Landlord may give the public the right to access and enter upon: (a) the portions of the Demised Premises marked as "Public Access Area" on the plan attached hereto as Exhibit B for passive recreational purposes, including without limitation walking, birdwatching and cross country skiing, (b) the portion of the Demised Premises marked as "Parking and Emergence Access Area" on the plan attached hereto as Exhibit B (upon six (6) months written notice to Tenant, Landlord may utilize and improve such area to provide parking and emergency access for the public to use any rail trail that may be constructed in the vicinity) (the Public Access Area and Parking and Emergency Access Area are collectively referred to herein as the "Access Areas"), and (c) all of the Demised Premises, notwithstanding the foregoing, during the months of December through March of each year because the Demised Premises will not be used for agricultural purposes during that period. Tenant shall conduct the Permitted Uses in a way that minimizes any interference with or the disruption of such access; provided, however, that both Landlord and Tenant acknowledge and agree that Tenant is required by law to prohibit public access to the Demised Premises from time to time in conjunction with applications of herbicides or pesticides for Tenant's agricultural operations. Tenant warrants that the Demised Premises will typically be closed to public access for no more than two (2) days after the application of herbicides or pesticides, and Tenant warrants that the Demised Premises will not be so closed more than twelve (12) times per year during the Lease Term. Tenant shall deliver written notice to Landlord (which notice may be delivered by e-mail to manager@acton-ma.gov) at least forty-eight hours before any application of herbicides or pesticides that will require the closure of the Demised Premises to the public, and Tenant shall post signs on the Demised Premises and take other reasonable measures prior to such application to so close the Demised Premises and prohibit public access. The parties intend that the use of the Demised Premises by the public shall be free of charge and that liability related to such use shall be governed by M.G.L. c. 21, sec. 17C. Landlord and Tenant shall discuss and agree upon appropriate rules and provisions governing public access, consistent with the terms hereof, so that such public access and Tenant's farming operations are compatible with each other to the extent practicable.

ARTICLE II - TERM OF LEASE.

Section 2.1 Lease Term. Subject to the terms hereof, Tenant shall have the right to use the Demised Premises during the period of the Lease Term, unless such term is terminated early as hereinafter set forth.

Section 2.2 Acceptance of Demised Premises. Tenant agrees that no representations or warranties, express or implied, respecting the condition of the Demised Premises and no promises to alter, repair or improve the Demised Premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant.

ARTICLE III - RENT.

Tenant covenants and agrees to pay Base Rent to Landlord as provided in the Special Provisions at Landlord's Address, or at such other address as Landlord shall from time to time designate in writing. Base Rent for any portion of a year shall not be pro-rated.

ARTICLE IV- UTILITIES.

Throughout the term of the Lease, Tenant shall pay, either directly or as Additional Rent, the cost of all utilities furnished to the Demised Premises.

Tenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all taxes, assessments, special use or assessment district taxes, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Lease Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on, the Demised Premises or the leasehold or any part thereof or any appurtenance thereto. All such charges shall be referred to herein as "Impositions." Tenant shall have the right to contest or object to the amount or validity of any Imposition but shall not withhold payment of any Imposition while any such contest or objection is pending. Tenant, upon

request of Landlord, shall furnish to Landlord within thirty (30) days of the date when any Imposition would become delinquent official receipts of the appropriate authority or other evidence reasonably satisfactory to Landlord evidencing payment thereof.

Tenant shall pay promptly when due all taxes which may be imposed upon personal property (including fixtures taxed as personal property) in, on or within the Demised Premises directly to the assessing party.

Landlord shall not be required to furnish to Tenant any facilities or services in its capacity as landlord hereunder.

ARTICLE V - USE OF PREMISES; ASSIGNMENT AND SUBLEASE.

Section 5.1 Use of Demised Premises. Tenant agrees that the Demised Premises during the term of this Lease shall be used by the Tenant only for the Permitted Use.

Section 5.2 Additional Tenant Covenants. It being the intention of the parties to this Lease that it be a fully and completely "net" lease, Tenant further agrees to conform to the following provisions during the entire term of this Lease:

(a) Except for improvements, if any, constructed by Landlord, Tenant shall be solely responsible for all management, maintenance, repair, and upkeep of the Demised Premises and shall not allow any trash or rubbish to accumulate on the Demised Premises during the Lease Term; provided, however, that Tenant shall not be responsible for the management, maintenance, repair, and upkeep of the Access Areas. Tenant shall operate the Demised Premises in a commercially reasonable manner and generally maintain it in productive farm use during the Lease Term.

(b) Except as specifically provided otherwise in Sections 1.1 and 5.2(a) hereof, Tenant shall be solely responsible for compliance with all health, safety and building laws with respect to the Demised Premises, including but not limited to compliance with all laws and regulations pertaining to environmental matters.

(c) Tenant shall utilize only pesticides and herbicides that have been approved for use in accordance with applicable law. The rate and location of application shall not exceed that permitted for the specific crops being planted and pesticide or herbicide being used. All other label restrictions and guidelines shall be strictly observed.

(d) Tenant shall take appropriate measures, in keeping with good agricultural practice, to limit soil erosion and loss from the site to acceptable levels.

(e) Landlord shall have no obligation to provide any maintenance, repair, upkeep, and management of the Demised Premises other than the Public Access Area.

(f) Tenant shall indemnify and hold harmless Landlord and each of its officers, board members, employees and representatives against all claims, damages, losses, penalties, actions, liens, demands, costs, liabilities, expenses, fines and judgments (including without limitation reasonable legal fees) related to Tenant's use of the Demised Premises during the Lease Term, including but not limited to use of the Demised Premises by Tenant's employees, agents, contractors, invitees and customers; provided, however, that this indemnification shall not apply to any claims, damages, losses, penalties, actions, liens, demands, costs, liabilities, expenses, fines and judgments arising directly and primarily from any act of gross negligence or willful misconduct of Landlord.

(g) Tenant shall not be entitled to assign this Lease or sublease the Demised Premises without the written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Such consent shall not be required, however, for assignment of this Lease to an entity that is wholly controlled by Tenant.

(h) No vehicles, other than farm vehicles and vehicles used by third party suppliers, workers and customers shall be permitted on the Demised Premises. Overnight parking of any vehicles is prohibited.

(i) Tenant shall not be entitled to construct improvements or make alterations to the Demised Premises without the written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion.

(j) With the exception of the erection and maintenance of sight-pervious fencing for control of access to the farm fields by persons and animals, Tenant shall maintain the perimeter of the Demised Premises that abuts the adjacent residential lots in neat and orderly condition, including controlling weed growth by cultivation, mowing and/or tilling within ten (10) feet of the adjacent residential lots.

Section 5.3 Conservation Restriction on Demised Premises. Tenant acknowledges and understands that the Demised Premises have been purchased with funds from the Open Space Set-Aside Fund of the Community Preservation Fund of the Town of Acton. Pursuant to the terms of the Community Preservation Act, M.G.L. c. 44B, Landlord intends to place a conservation restriction on the Demised Premises. Tenant acknowledges that the terms of the conservation restriction must be approved by the Executive Office of Energy and Environmental Affairs ("EOEEA") and, notwithstanding anything set forth herein to the contrary, the parties agree that Farm Lease will be subject to the terms thereof. Landlord will consult with Tenant concerning the terms of the conservation restriction that will materially affect the agricultural use of the Demised Premises, and, if Tenant desires, will afford Tenant an opportunity to review such restriction in draft form prior to its submission to EOEEA; provided, however, that Landlord shall be entitled to make all final decisions concerning the conservation restriction terms. Landlord shall use reasonable efforts in an attempt to ensure that agricultural use of the Demised Premises is permitted under the conservation restriction for the property. Tenant acknowledges, however, that Landlord cannot guarantee that agricultural use of the Demised Premises will not be prohibited or materially impaired under the terms of the final conservation restriction. If such use is prohibited or materially impaired, Tenant or Landlord shall be entitled to terminate this Farm Lease through written notice to the other party hereto.

ARTICLE VI – SURRENDER.

Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Demised Premises in neat condition and, except as specifically provided otherwise in writing by Landlord, shall remove all farm equipment, agricultural goods, agricultural fertilizers and pesticides, agricultural waste, structures, improvements and all manmade materials and debris. Tenant shall leave existing root systems in place and, at the Town's election, plant or spread wildflower seed mix supplied by the Town as is necessary to stabilize the soil prior to Tenant's surrender of the Demised Premises. The cost of the purchase, but not the spreading or planting of any wildflower seed mix, shall be paid by the Town.

ARTICLE VII – TENANT'S INSURANCE.

Tenant agrees to maintain during the term hereof and until all of Tenant's responsibilities have been satisfied hereunder a policy of commercial general liability insurance on an occurrence basis under which the Landlord is named as an additional insured. Such policy shall not be cancelled, non-renewed or modified without at least thirty (30) days' prior written notice to Landlord. The minimum limits of liability of such insurance shall be not less than One Million Dollars (\$1,000,000.00), combined single limit, for personal injury and death and for property damage arising out of any one incident or disaster. The Tenant shall provide the Landlord and said Landlord's designees with a new Certificate of Insurance, showing the Landlord as additional insured, thirty (30) days prior to the expiration of the then current insurance policy or policies in force.

All insurance provided for in this Article VII shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Financial Strength Rating of "A:IX" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to Landlord. Any deductible amounts under any insurance policies required hereunder shall not exceed five thousand dollars (\$5,000). Upon the execution of this Lease, a binder of such insurance or, upon written request of Landlord, a duplicate original of the policy, shall be delivered by Tenant to Landlord. In addition, evidence of the payment of all premiums of such policies will be

delivered to Landlord. All commercial general liability, property damage liability and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. If Tenant fails to maintain such insurance, which failure continues for ten (10) days after Landlord gives notice to Tenant of such failure, then Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant shall repay to Landlord as Additional Rent the cost of such insurance plus an insurance failure fee of twenty-five percent (25%) of any such cost.

ARTICLE VIII - TERMINATION AND DEFAULT.

Section 8.1 Events of Default.

Each of the following events shall be deemed an "Event of Default" hereunder:

(a) If Tenant shall fail to (i) pay, as and when due, any payment of rent or other sums payable under this Lease, (ii) comply with the provisions of the Special Provisions hereof with respect to Permitted Uses of the Demised Premises, or (iii) maintain any insurance required to be maintained by Tenant and any such failure shall continue for a period of fifteen (15) days after notice from Landlord to Tenant;

(b) If Tenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Lease, for a period of thirty (30) days after notice from Landlord to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such thirty (30) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such 90-day period and thereafter prosecutes the curing of such default with diligence;

(c) If Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Demised Premises or Tenant's leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within sixty (60) days, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal;

(d) If Tenant vacates or abandons the Demised Premises for a period of more than forty-five (45) consecutive days, not including seasonal closures and other temporary cessations of active use in the ordinary course of farm operation;

(e) If this Lease or the Demised Premises or any part of the Demised Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy, or such further time as Landlord may in its discretion allow in the event the Tenant is vigorously and in good faith contesting the attachment; and

(f) Tenant makes any assignment or sublease in violation of this Lease.

Section 8.2 Remedies.

Upon an Event of Default, Landlord at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Lease Term hereby demised shall expire and terminate on the date specified in such notice if the Event of Default has not been cured by Tenant before that date. Upon the date specified in such notice, this Lease and the Lease Term and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), Tenant shall remain liable as hereinafter provided and, at the Landlord's option, Landlord shall be entitled to (a) remove some or all of the improvements and personal property from the Demised Premises and store the same at Tenant's expense, (b) remove some or all of the improvements and personal property from the Demised Premises, sell the same and apply the net proceeds of the sale (after deducting Landlord's costs and expenses related thereto) to Tenant's outstanding obligations hereunder

and return the remainder of the net proceeds, if any, to Tenant or (c) assume ownership of some or all of the improvements and personal property on the Demised Premises without the necessity of any deed or conveyance from Tenant to Landlord. If Landlord elects to take ownership of some or all of the improvements and personal property on the Demised Premises, Tenant agrees upon request of Landlord to immediately execute and deliver to Landlord any deeds, releases or other documents deemed necessary by Landlord to evidence the vesting in Landlord of the ownership of all improvements. Upon termination of the Lease as provided in this Section 8.2, Landlord may re-enter the Demised Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

Section 8.3 Landlord's Right To Perform Tenant's Covenants.

(a) Upon an Event of Default, Landlord may, but shall be under no obligation to, cure such default. Landlord may enter upon the Demised Premises for any such purpose and take all such action thereon as may be necessary.

(b) Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant of the Demised Premises by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Demised Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.

(c) All reasonable sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord, including reasonable attorneys' fees and expenses, in connection with the performance of any such act shall be paid by Tenant to Landlord, as Additional Rent, on demand. If Landlord shall exercise its rights under this Section 8.3 to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Landlord shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to Landlord upon demand. All costs incurred by Landlord hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

Section 8.4 Injunctive Relief.

In the event of any breach or threatened breach by Tenant or Landlord of any of the agreements, terms, covenants or conditions contained in this Lease, the Tenant or Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Section 8.5 Remedies Cumulative.

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE IX – TAKING.

Section 9.1 Award.

In the event that the Demised Premises, or any part thereof, shall be taken (a) by exercise of any right of eminent domain by an authorized governmental entity other than Landlord or (b) by agreement between Landlord and Tenant and those authorized to exercise such right (any such matters being herein referred as a "Taking"), Landlord and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therefor.

Section 9.2 Termination.

If at any time during the Lease Term there shall be a Taking of the whole or substantially all of the Demised Premises, this Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. Rent hereunder shall be paid to the date of such Taking. For the purpose of this article, "substantially all of the Demised Premises" shall be deemed to have been taken if the untaken part of the Demised Premises shall be insufficient to allow the economic and feasible operation of the Demised Premises by Tenant. Tenant's interest in any Taking award will equal the value to Tenant of the remaining Lease Term (the "Tenant's Share"). Landlord's interest in any taking by condemnation will equal the value of its fee interest plus the remaining interest in the structures and improvements to remain on the Demised Premises after the termination hereof (the "Landlord's Share"). All awards from the Taking will be divided between Tenant and Landlord in the proportion that Tenant's Share bears to Landlord's Share.

No such termination of this Lease under this Article IX shall release Tenant from any obligation hereunder for rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid rent and insurance premiums beyond the effective date of such termination shall be adjusted.

Section 9.3 Insubstantial Taking.

If a portion of the Demised Premises is taken and Section 9.2 does not apply, then this Lease will automatically terminate on the date of the Taking only as to the portion of the Demised Premises taken and this Lease will continue in full force and effect with respect to the remaining portion of the Demised Premises with Base Rent proportionately reduced. In such event, any partial Taking award shall be paid to Acton.

Section 9.4 Temporary Taking.

Notwithstanding anything set forth herein to the contrary, if the whole or any part of the Demised Premises shall be the subject of a temporary Taking of ninety (90) days or less, this Lease shall remain in full force, including, without limitation, the Lease Term and Tenant's obligation to pay rent hereunder, and Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking which is within the Lease Term.

ARTICLE X – HOLDOVER.

If Tenant or any party claiming by, through or under Tenant retains possession of the Demised Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (a) an Event of Default under the Lease, or (b) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (c) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession. The provisions of this Article X shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any rent or any other act in apparent affirmation of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

ARTICLE XI - MISCELLANEOUS PROVISIONS.

Section 11.1 Covenant of Quiet Enjoyment.

Upon payment of the Base Rent and performance of the covenants upon Tenant's part to be performed hereunder and subject to the terms hereof, Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Demised Premises during the term hereof without hindrance or molestation by Landlord or the public, except as otherwise provided herein. Tenant shall not commit, nor suffer to be committed, any nuisance or other act or thing against public policy that may disturb the quiet enjoyment of any property owners adjacent to the Demised Premises.

Section 11.2 Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this Lease, in form and substance as shall be reasonably requested by such third parties and reasonably acceptable to the party or parties signing the statement.

Section 11.3 Mechanic's Liens.

Tenant agrees to pay promptly for any work done (or material or service furnished) by or on behalf of Tenant in or about the Demised Premises, and Tenant shall not permit or suffer any lien to attach to the Demised Premises or any other premises owned by the Landlord. Tenant agrees, within thirty (30) days after Tenant receives written notice of the filing of any action based upon any Notice of Contract and Statement of Account (either by payment or by filing of the necessary bond, or otherwise) for the purpose of asserting any mechanic's, materialmen's, or other lien against the Demised Premises, to act to prevent such lien from attaching to the Landlord and/or Landlord's interest therein, if such liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the Demised Premises.

Section 11.4 Invalidity of Particular Provisions.

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 11.5 Provisions Binding, and Other Miscellaneous Matters.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Landlord and Tenant. Each and every reference to the "Tenant" hereunder shall mean the Tenant named herein and its or their respective heirs, administrators, successors and assigns, unless otherwise expressly stated to the contrary.

Section 11.6 Governing Law.

This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

Section 11.7 Notices.

Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be (i) by hand delivery, (ii) by registered or certified mail, return receipt requested, postage prepaid, or (iii) by a recognized overnight courier (such as Federal Express) furnishing a receipt upon delivery:

If intended for Landlord, addressed to the Town Manager at Landlord's Address as set forth in the Special Provisions, (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice) with a copy to:

Ryan D. Pace
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
TEL: (617) 621-6528
FAX: (617) 621-6628

If intended for Tenant, addressed to it at Tenant's Address as set forth in the Special Provisions (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice) with a copy to:

Douglas A. Muir, Esq.
Garrity, Levin and Muir LLP
One Center Plaza, Suite 230
Boston, MA 02108
TEL: (617) 236-5011
FAX: (617) 236-5014

The same shall be deemed to be delivered on the earlier of (a) the date received, or (b) the date of delivery, refusal, or non-delivery if and as indicated on the return receipt of the United States Postal Service or of such overnight courier.

Section 11.8 Tenant's Obligations with Respect to Environmental Matters.

(a) Tenant shall, at all times, comply with all applicable federal, state, and local environmental and other laws, ordinances, orders or regulations now or hereafter affecting or applicable to the Demised Premises, or the operation of Tenant's business at the Demised Premises (the foregoing laws, ordinances, orders, and regulations are hereinafter collectively referred to as "Environmental Laws").

(b) Tenant does hereby agree to indemnify, defend, and save and hold harmless Landlord from all claims, damages, losses, penalties actions, liens, demands, costs, liabilities, expenses, fines and judgments (including without limitation reasonable legal fees) attributable to any claims related to, resulting from or arising by reason of the following: (i) generation, treatment, storage, discharge or disposal of Hazardous Substances (as defined below) on the Demised Premises; (ii) the violation of any Environmental Laws on the Demised Premises; and (iii) the violation of any of the provisions of this Section 11.8, in any case, including, without implied limitation, reasonable engineering, attorney's and other professional fees and expenses for evaluating, and/or curing the same and for consulting, engineering, defending against any such claims or removing such Hazardous Substances, and for enforcing this indemnification.

For purposes of this Lease, "Hazardous Substances" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Laws.

Section 11.9 Security Deposit.

Tenant shall deliver the Security Deposit specified in the Special Provisions in the form of an irrevocable letter of credit upon the execution hereof. Said letter of credit shall be held by Landlord as security for the faithful

performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as a measure of Landlord's damage in case of Tenant's default. If Tenant defaults with respect to any provision of this Lease, Landlord may draw upon or use any part of the Security Deposit for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so drawn or used, Tenant shall within five (5) days after written demand therefor restore the letter of credit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part not previously applied, may be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this section and the return thereof in accordance herewith.

The irrevocable letter of credit that shall be delivered by Tenant hereunder shall be in a form acceptable to Landlord and shall be drawn on a bank approved in writing by Landlord that has at least one branch in Acton, Massachusetts. The letter of credit shall be addressed to Landlord, shall permit partial draws and shall be payable upon simple demand by Landlord accompanied by a sworn statement of the Acton Town Manager or his or her designee stating that the drawing represents amounts due to Landlord from Tenant under this Lease following an Event of Default.

Such letter of credit shall be issued for: (a) a term of not less than twelve (12) months with automatic yearly renewals through the Lease Term, provided that the letter of credit shall not expire until thirty (30) days after then end of the Lease Term; or (b) a term that does not expire until thirty (30) days after the end of the Lease Term. Any termination or expiration of the letter of credit during the Lease Term or the period of thirty (30) days thereafter shall be an Event of Default under this Lease and shall entitle Landlord to immediately draw upon the letter of credit for the full amount of the Security Deposit. In such case, Landlord will hold the net proceeds of any such drawing as the Security Deposit after deducting any amounts then owed to Landlord, including costs incurred by Landlord in connection with such drawing. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep said proceeds separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Upon the termination of this Lease and after Landlord has used said proceeds for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, any remaining proceeds shall be returned to Tenant.

Section 11.10 Amendments.

This Lease may not be amended, modified, supplemented or extended except by a written instrument executed by Landlord and Tenant.

Section 11.11 Integration.

All prior understandings and agreements between the parties with respect to the subject matter of this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties..

Section 11.12 Brokers.

Each of Landlord and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Tenant agrees to pay, and shall hold Landlord harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation thereof.

Section 11.13 Covenants Running with the Land.

Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Demised Premises (a) shall be and are covenants running with the Demised Premises,

encumbering the Demised Premises for the Lease Term, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to Landlord.

Section 11.14 No Waiver.

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Lease Term will be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Base Rent, Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Demised Premises or any part thereof is sublet or occupied by anyone other than Tenant or permitted sublessees (if any), Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

Section 11.15 Counterparts.

This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

(The remainder of this page has been intentionally left blank.)

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed to be an original for all purposes as of the day and year first above written.

TENANT:

By: _____

LANDLORD:
Town of Acton

By: _____
Steven Ledoux, Town Manager

EXHIBIT A
Plan of Demised Premises

SKETCH PLAN - SIMEONE-CAOQUETTE PROPERTY

TOWN OF ACTON
472 MAIN STREET
ACTON, MA 01720

SIMEONE - CAOQUETTE PROPERTY

TOWN ATLAS MAP H-2 PARCEL 95
TOWN ATLAS MAP H-2A PARCEL 62

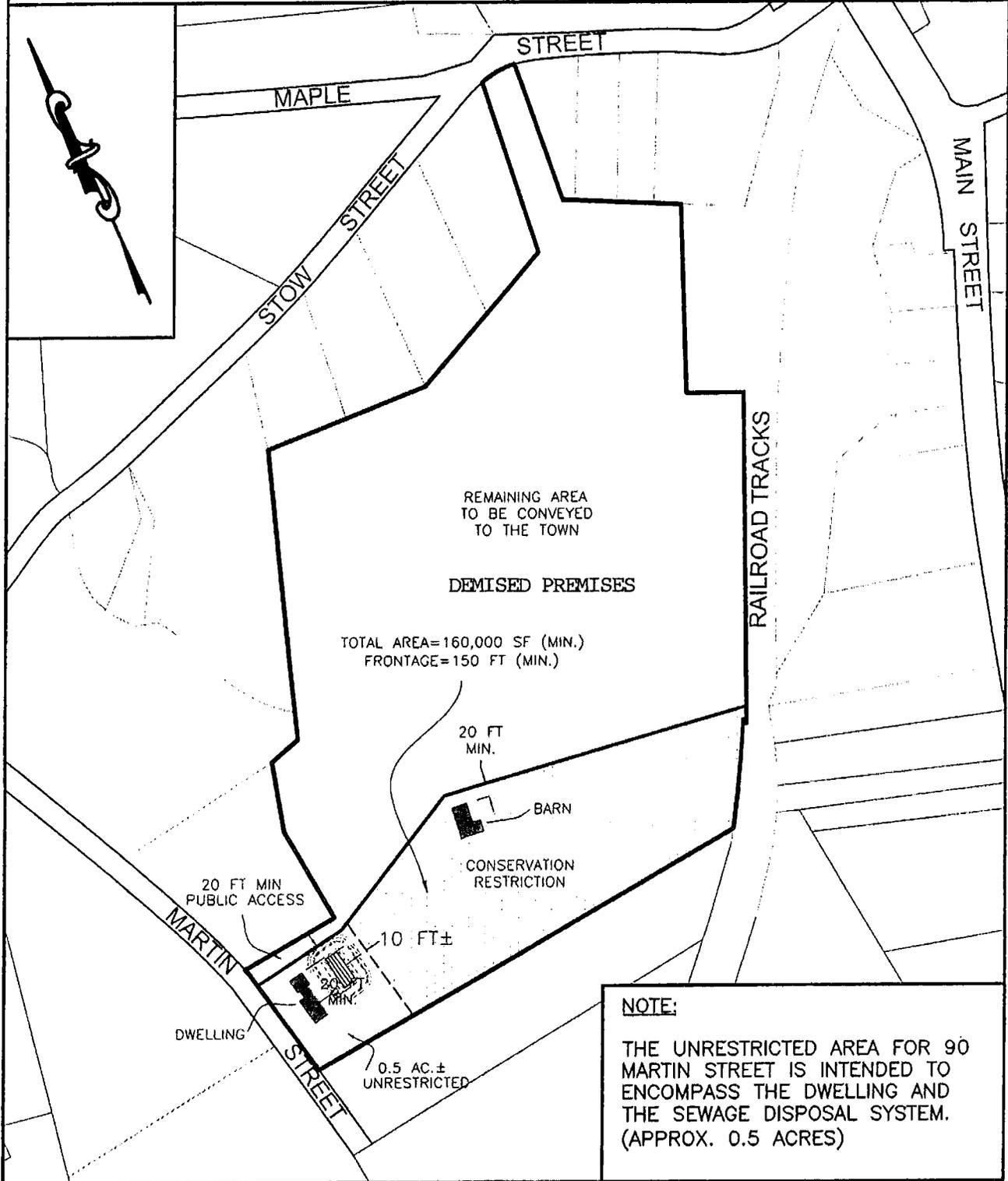


EXHIBIT B

Plan of Public Access Area



Property Information
 Property ID
 Location



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

This data set/map is for planning purposes only and should not be used for larger scale analysis. The Town of Acton shall not be held liable for any use of the data or images shown on this map, nor is any warranty of accuracy expressed. All users of this data set/map are subject to field verification.

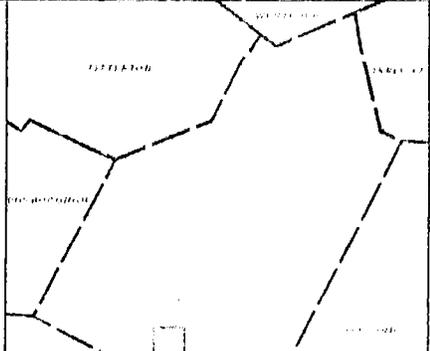


EXHIBIT D

DISCLOSURE OF BENEFICIAL INTEREST
IN REAL PROPERTY TRANSACTION

DISCLOSURE OF BENEFICIAL INTEREST
IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance, as required by M.G.L. c.7, §40J, prior to the conveyance of or execution of a disposition for the real property described below.

1. Public Agency (as defined in G.L. c. 7, §39A) involved in this transaction:

Town of Acton, Massachusetts, Acton Town Hall, 472 Main Street, Acton,
Massachusetts 01720

2. Complete legal description of the property:

Land containing approximately 15.2 acres consisting of all of Parcel 62 on Acton Assessor's Map H-2A and H-3B and approximately 2.5 acres of Parcel 95 on Acton Assessor's Map H-2. The Town of Acton will not acquire or will reconvey a portion of the aforementioned property to the owner of the home at 90 Martin Street (Parcel 95 on Acton Assessor's Map H-2) to create a legal house lot, and approximately one-half acre of the land around the home that is not taxed under Massachusetts General Laws Chapter 61A shall be excluded from Acton's purchase.

3. Type of Transaction: X Sale Lease or rental for [term]

4. Seller: Mary Ann Caouette, Frances Simeone and John E. Simeone, individually and as trustee of The Simeone Irrevocable Trust u/d/t dated November 17, 1998 and recorded with the Middlesex South Registry of Deeds at Book 31063, Page 219.

5. Purchaser: Town of Acton

6. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockbrokers must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than 10 percent of the outstanding voting shares need not be disclosed:

Name:	Address:
Mary Ann Caouette	10 Stow Street, Acton, MA 01720
Frances Simeone	522 Tumbling Hawk, Acton, MA 01718
John E. Simeone	4 Mathes Cove Road, Durham, NH 03824

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts.

This form must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 6 of this form during the term of any disposition or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: Mary Ann Caouette Date: 3/4/10
Mary Ann Caouette

Signature: Frances Simeone Date: March 4, 2010
Frances Simeone

Signature: John E. Simeone Date: 3/6/10
John E. Simeone