

**SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of the 21<sup>st</sup> day of June, 2010, by and between Mary Ann Caouette, Frances Simeone and John E. Simeone, individually and as trustees of The Simeone Irrevocable Trust w/d/t dated November 17, 1998 and recorded with the Middlesex South Registry of Deeds in Book 31063, Page 219, with a mailing address care of Mary Ann Caouette, 10 Stow Street, Acton, MA 01720 (collectively, the "Seller"), and the Town of Acton, 472 Main Street, Acton, MA 01720 (the "Buyer").

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of April 26, 2010 (the "Initial Agreement") in connection with the conveyance of a certain parcel of vacant land containing approximately 11.7 acres shown on the sketch plan attached as Exhibit A to the Initial Agreement (the "Premises");

WHEREAS, the closing date under Section 5 of the Initial Agreement was 10 A.M. on June 9, 2010;

WHEREAS, the parties extended such initial closing date to 10 A.M. on June 21, 2010 by that certain Amendment to Purchase and Sale Agreement dated June 9, 2010 (the "First Amendment"), together with the Initial Agreement, the "Agreement"); and

WHEREAS, the parties hereto wish to further extend the closing date set forth in Section 5 of the Agreement to give the parties the opportunity to discuss the environmental conditions found on the Premises as well as any further amendments to the Agreement that may be required to address this matter.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Closing Schedule. The time for closing under the Agreement is extended from 10 A.M. on June 21, 2010 to 10 A.M. on July 7, 2010.
2. Counterparts. This Amendment may be executed by facsimile and in multiple counterparts which, when taken together, shall constitute one instrument.
3. Ratification. Except as amended hereby, the Agreement shall be, and hereby is, ratified, confirmed and approved and shall remain in full force and effect in accordance with its terms. Defined terms that are not specifically defined herein shall have the meanings ascribed to them under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date first above written.

SELLER

BUYER

Town of Acton  
By its Town Manager

*for*   
\_\_\_\_\_  
Mary Ann Caouette, individually and as trustee of The Simeone Irrevocable Trust  
Hereunto duly authorized

\_\_\_\_\_  
Steven Ledoux  
Hereunto duly authorized

*for*   
\_\_\_\_\_  
Frances Simeone, individually and as trustee of The Simeone Irrevocable Trust  
Hereunto duly authorized

*for*   
\_\_\_\_\_  
John E. Simeone, individually and as trustee of The Simeone Irrevocable Trust  
Hereunto duly authorized

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date first above written.

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