

**THIRD AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This ~~THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT~~ (this "Amendment") is made as of the 7th day of July, 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, pursuant to that certain Amendment to Purchase and Sale Agreement dated June 9, 2010, the parties extended such initial closing date to 10 A.M. on June 21, 2010 (the "First Amendment");

WHEREAS, pursuant to that certain Second Amendment to Purchase and Sale Agreement dated June 21, 2010, the parties further extended said closing date to 10 A.M. on July 7, 2010 (the "Second Amendment", together with the Initial Agreement and the First Amendment, the "Agreement"); and

WHEREAS, the parties hereto have mutually agreed to further extend the closing date set forth in Section 5 of the Agreement.

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 July 7, 2010 to 5 P.M. on July 13, 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.

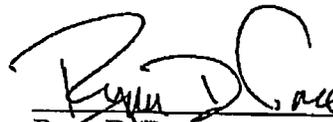
SELLER

BUYER

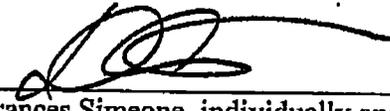
Town of Acton
By its Attorney

for 

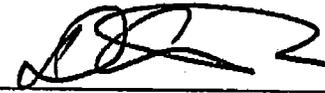
Mary Ann Caouette, individually and as
trustee of The Simeone Irrevocable Trust
Hereunto duly authorized



Ryan D. Pace
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