

**AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of the 9th 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 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 (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 "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 Agreement (the "Premises"); and

WHEREAS, as part of Buyer's due diligence, Buyer's consultants have discovered reportable levels of environmental contamination on the Premises; and

WHEREAS, the draft Approval Not Required plan of the Premises that was prepared under Section 16 of the Agreement indicates that the Premises contains approximately 9.6 acres rather than 11.7 acres, and said plan has not yet been finalized and submitted for endorsement by the Acton Planning Board; and

WHEREAS, the parties hereto wish to extend the closing date set forth in Section 5 of the Agreement to give the parties the opportunity to discuss the issues mentioned above as well as any further amendments to the Agreement that may be required to address these matters.

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 9, 2010 to 10 A.M. on June 21, 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

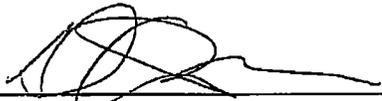
BUYER

Town of Acton
By its Town Manager


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



Steve 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