

ANDERSON & KREIGER LLP

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October 22, 2010

BY ELECTRONIC MAIL AND FACSIMILE

Douglas A. Muir, Esquire
 Garrity, Levin and Muir LLP
 One Center Plaza, Suite 230
 Boston, Massachusetts 02108

Re: Land off Martin Street and Stow Street, Acton, MA

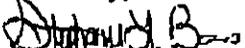
Dear Doug:

This letter will confirm that Mary Ann Caouette, Frances Simeone and John E. Simon, individually and as trustees of The Simeone Irrevocable Trust w/d/t dated November 17, 1998 (collectively, the "Seller") and the Town of Acton (the "Buyer") have agreed to an extension of the closing date as contemplated in that certain Purchase and Sale Agreement dated April 26, 2010 (the "Purchase and Sale Agreement"), as amended by that certain Amendment dated June 9, 2010, that certain Second Amendment dated June 21, 2010, that certain Third Amendment dated July 7, 2010, that certain Fourth Amendment dated July 13, 2010, and that certain Fifth Amendment dated September 24, 2010 (collectively, the "Amendments," together with the Purchase and Sale Agreement, the "Agreement").

By signing this letter in the space provided below, you acknowledge that your clients have agreed to an extension of the closing date from 10:00 A.M. on Tuesday, October 26, 2010 to 10:00 A.M. on Tuesday, November 2, 2010.

Except as modified by this letter, the Agreement shall remain unmodified and in full force and effect in accordance with its terms.

Sincerely,


 Stephanie L. Banos

Acknowledged and Agreed this 22nd day of October 2010:



 Douglas A. Muir, Esquire
 Attorney for Seller

cc: Steve Ledoux (via electronic delivery)