

## SECOND AMENDMENT OF PURCHASE AND SALE AGREEMENT

This Second Amendment of Purchase and Sale Agreement (this "Amendment") is made as of the 13<sup>th</sup> day of August, 2013, between **WEISS FARM, INC.**, a Massachusetts corporation, having an address at 170 Franklin Street, Stoneham, Massachusetts 02180 ("Seller"), and **WEISS FARM APARTMENTS LLC**, a Massachusetts limited liability company, having an address c/o John M. Corcoran & Co., 100 Grandview Road, Suite 203, Braintree, Massachusetts 02184 ("Buyer").

WHEREAS, Seller and John M. Corcoran & Co. LLC ("Corcoran") are parties to a Purchase and Sale Agreement dated April 10, 2013 (the "Original Agreement"), for the parcel or parcels of land located off Franklin Street, Stoneham, Massachusetts commonly known as Weiss Farm, as more particularly described in the Agreement (the "Premises"); and

WHEREAS, Corcoran assigned all of its right, title and interest under the Original Agreement to Buyer pursuant to an Assignment of Purchase and Sale Agreement dated as of May 16, 2013; and

WHEREAS, Seller and Buyer have previously amended the Original Agreement pursuant to a First Amendment of Purchase and Sale Agreement dated as of July 1, 2013 (the "First Amendment"; the Original Agreement as amended by the First Amendment is referred to herein as the "Agreement"; all terms not otherwise defined herein shall be defined as set forth in the Agreement); and

WHEREAS, Seller and Buyer desire to further amend the Agreement in the manner hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge that the Due Diligence Period, as previously extended by agreement of the parties, has expired as of this date (August 13, 2013), and that, in consideration of the agreements set forth herein, Buyer has not elected to terminate the Agreement prior to the expiration of the Due Diligence Period pursuant to the provisions of Sections 4(a), 4(b) and 4(c) of the Agreement, and that Buyer shall have no further right to terminate the Agreement pursuant to those Sections.
2. As provided in the Agreement, the parties agreed upon the exact boundaries of the Excluded Parcel during the Due Diligence Period, and, accordingly, (a) EXHIBIT A as attached to the Agreement is deleted and EXHIBIT A attached hereto is substituted therefor, and (b) the Excluded Parcel shall mean the land, buildings and improvements located within the "Proposed Property Line" as shown on EXHIBIT A attached hereto.

The parties further agree that, upon preparation of the ANR Plan pursuant to Section 15 of the Agreement, and prior to the filing of the same with the Town of Stoneham Planning Board, a copy of the ANR Plan shall be provided to Seller to permit Seller to confirm that the boundary lines of the Excluded Parcel as shown on the ANR Plan conform to the boundary lines as shown on EXHIBIT A attached hereto. In addition, the parties acknowledge and agree that the final boundary line as shown on the ANR Plan will be located so that the willow tree in the approximate location shown on EXHIBIT A attached hereto will be situated on the Excluded Parcel.

3. The second paragraph of Section 15 of the Agreement is deleted, and the following is substituted therefor:

“Seller and Buyer acknowledge and agree that, in connection with the preparation and endorsement of the ANR Plan through the ANR Process, and in connection with obtaining the Approvals for the Project, it may become apparent that easements will need to be created for access, utility or drainage purposes burdening the Excluded Parcel for the benefit of the Premises and/or burdening the Premises for the benefit of the Excluded Parcel. Seller and Buyer shall cooperate with each other in good faith in identifying and documenting such easements during the ANR Process and, as applicable, during the Approval Period. All documentation required to establish such easements shall be executed and delivered at the Time of Closing as if specifically identified in Section 9 and/or Section 10, hereof, as applicable.”

4. Seller and Buyer acknowledge that, as a result of the location of the boundary lines for the Excluded Parcel as shown on EXHIBIT A attached hereto, there are two existing farm buildings which, following the Closing, will be located in part on the Premises and in part on the Excluded Parcel. Seller agrees that, in connection with Buyer’s development of the Project after the Closing, Buyer shall have the obligation to remove the entirety of both such buildings, including the portions thereof located on the Excluded Parcel, and Buyer and its contractors shall be permitted to enter upon the Excluded Parcel for such purposes, provided that such work shall be done by Buyer at its sole cost and expense, and provided further that Buyer shall be responsible, at its sole cost and expense, for removal and/or disposal of all demolition debris resulting therefrom. Prior to or during such removal, Buyer will work with Seller to identify any utilities which serve the Excluded Parcel and Buyer will, at its sole cost and expense, either relocate such utilities so that they are solely on the Excluded Parcel or create satisfactory easements for the same. As a part of the demolition, Buyer will grade, and at Seller’s request, either pave or loam and seed (or a combination thereof) the area from which the buildings were removed on the Excluded Parcel, at Buyer’s expense.
5. Notwithstanding any provisions to the contrary in the Agreement, and without limiting other obligations of Seller as set forth in the Agreement, Seller agrees to remove from the Premises, and properly and legally dispose of off-site, at Seller’s sole cost and expense, not later than sixty (60) days prior to the anticipated Time of Closing, the following:

- (a) Miscellaneous containers likely containing paint, oils and other chemicals in both marked and unmarked drums and containers within the former horse barn and the maintenance building, (the “Materials”) as identified as a Recognized Environmental Condition in the report entitled “Phase I/II Environmental Site Assessment Report, 170 Franklin Street, Stoneham, Massachusetts” prepared by McPhail Associates, LLC (“McPhail”) for John M. Corcoran & Co. LLC dated June 13, 2013 (the “Site Assessment Report”), and, in connection therewith, Seller shall also clean-up all standing spills, visible surface stains and other related surface residue and debris, all to the extent necessary to allow McPhail to determine, in its reasonable professional judgment, that the Materials have been removed sufficiently so that the horse barn and maintenance building may be demolished and removed without regard to such Materials (it being understood and agreed that Buyer, at its cost, shall remove stained concrete and building materials as recommended by McPhail in the Site Assessment Report); and
  - (b) All stockpiled or stored materials on the Premises, including, without limitation, landscape and compost materials, mulch, sand, and soil, if and to the extent the stockpiling, storage and/or sale of such materials constitutes a violation under the zoning by-law in effect in the Town of Stoneham which would require such materials to be removed or is alleged to constitute such a violation in litigation then pending and not resolved in Seller’s favor. In connection with the foregoing, the Seller shall have the right to terminate farm operations on the Premises and if such termination relieves the Premises from the litigation and eliminates any then existing zoning violations as to such materials which would require such materials to be removed, such materials may remain on the Premises (except to the extent Seller is obligated to remove such materials prior to the Closing pursuant to other provisions of the Agreement) and they shall become the property of Buyer after the Closing. In the alternative, if Seller causes the litigation relating to the presence of such materials to be dismissed as to the Premises and there are not any then existing zoning violations resulting from the presence of such materials which would require such materials to be removed, then such materials may remain on the Premises (except to the extent Seller is obligated to remove such materials prior to the Closing pursuant to other provisions of the Agreement) and they shall become the property of Buyer after the Closing.
6. The title insurance commitment obtained by Buyer during the Due Diligence Period identifies a Tax Taking by the Town of Stoneham dated April 13, 1964, recorded with the Middlesex South District Registry of Deeds in Book 10510, Page 388 (the “Tax Taking”). Seller acknowledges and agrees that the Tax Taking is not a Permitted Exception but is a Voluntary Lien identified and objected to by Buyer that Seller is required to cause to be discharged, terminated or released prior to the Closing in accordance with the terms of the Agreement.
7. Except as herein provided, the Agreement and all of its terms, covenants and conditions shall remain unchanged and in full force and effect. Without limiting the foregoing, as set forth in Section 6 of the Agreement, time remains of the essence of the Agreement.

8. Each of the parties hereto represents and warrants to the other that the person executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
9. This Amendment may be executed in multiple counterparts or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document.
10. This Amendment may be executed and delivered by facsimile transmission or electronic mail (.pdf), and an executed copy of this Amendment delivered by facsimile transmission or electronic mail (.pdf) shall be deemed to be an original counterpart for all purposes.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment of Purchase and Sale Agreement under seal as of the date first written above.

**SELLER:**  
**WEISS FARM, INC.**

By: Donna Weiss  
Name: Donna Weiss  
Title: President and Treasurer

**BUYER:**  
**WEISS FARM APARTMENTS LLC**

By: \_\_\_\_\_  
Name: Richard J. High  
Title: President and Authorized Signatory

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**SELLER:**  
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By: \_\_\_\_\_  
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**BUYER:**  
**WEISS FARM APARTMENTS LLC**

By:  \_\_\_\_\_  
Name: Richard J. High  
Title: President and Authorized Signatory

EXHIBIT A

Plan Showing the Excluded Parcel

[SEE ATTACHED]

