

## **FIRST AMENDMENT OF PURCHASE AND SALE AGREEMENT**

This First Amendment of Purchase and Sale Agreement (this "Amendment") is made as of the 1<sup>st</sup> day of July, 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 "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"). All terms not otherwise defined herein shall be defined as set forth in the Agreement; and

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

WHEREAS, the parties desire to 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 definition of the term "Due Diligence Period" in Section 1 of the Agreement is hereby deleted and the following is substituted therefor:  
  
"That period commencing on the Date of this Agreement (the "Commencement Date") and ending at 5:00 PM on August 9, 2013 (the "Due Diligence Expiration Date") provided this Agreement is not terminated on or before the Due Diligence Expiration Date. Buyer and Seller agree, upon request of either of them, to identify in writing the precise dates for performance or deadlines under this Agreement."
2. 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.
3. 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.

4. 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.
5. This Amendment may be executed and delivered by facsimile transmission, and an executed copy of this Amendment delivered by facsimile transmission 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 First 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: R J High  
Name: Richard J. High  
Title: President and Authorized Signatory