FIRST AMENDMENT
TO
LAND CONFIRMATION, ACQUISITION AND USE AGREEMENT

Amendment (this "**Amendment**") made this _____ day of October, 2018 (the "**Effective Date**") by and between North Lancaster, LLC ("**North Lancaster**"), a Massachusetts limited liability company with a place of business at 435 Lancaster Street, Leominster, Massachusetts 01453, and the Town of Lancaster (the "**Town**") a Municipal Corporation acting by and through its Board of Selectmen and its Conservation Commission (the "**Conservation Commission**") (together, the "Parties").

Reference is made to the Land Confirmation, Acquisition and Use Agreement entered into between the Parties dated October 19, 2017 (the "**Agreement**"), the terms of which are incorporated herein by reference.

WHEREAS, North Lancaster represents that it has entered into a Purchase and Sale Agreement with 702, LLC (the "**Purchaser**") with respect to land that is the subject of the Agreement and described in the Agreement as the **North Lancaster Property** and the **Conservation Property** (together, the "Subject Property"); and

A.

WHEREAS, the Parties desire to amend the terms of the Agreement to alter and confirm the rights and obligations of the Parties under the Agreement, and to allow North Lancaster to assign its right, title and interest to another party, as set forth herein.

NOW, THEREFORE, for the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.

1. Performance to Date. As of the Effective Date, the Town acknowledges and agrees that: (i) North Lancaster has paid all fees and expenses owed under the Agreement; and (ii) North Lancaster is not in default of its obligations under the Agreement.

2. Assignment and Assumption. North Lancaster may assign its right, title and interest in this Agreement, as amended hereby, to the Purchaser or any other party ("Assignee") only upon and together with the conveyance to such Assignee of all of North Lancaster's right, title and interest in and to the Subject Property, and the execution by North Lancaster and Assignee of an Assignment and Assumption agreement, in form acceptable to the Town, irrevocably assigning, setting over, transferring and conveying to Assignee all of North Lancaster's right, title and interest in and to the Agreement, as hereby amended, and providing that Assignee shall accept such assignment and the rights granted thereby, and shall expressly assume, for itself and its successors and assigns upon such conveyance, the Agreement as hereby amended and all of the obligations and liabilities, fixed and contingent, of North Lancaster thereunder which have accrued or which will accrue from and after the date thereof and agrees to be bound by the terms, covenants, agreements, provisions, conditions, obligations and liability of North Lancaster thereunder, which have accrued and which will accrue from and after the date thereof,

and to keep, perform and observe all of the covenants and conditions contained therein on the part of North Lancaster to be kept, performed and observed thereunder.

3. Private Property. A plan prepared pursuant to G.L. c. 41, 81X having now been recorded with the Worcester District Registry of Deeds in Plan Book 937, Plan 77, North Lancaster or its Assignee may request that the Assessor determine that the record owner of the **Private Property** (as that term is defined in the Agreement) is North Lancaster or its Assignee, as applicable.

4. Section 2.1.e. Section 2.1.e of the Agreement is deleted in its entirety.

5. Real Estate Taxes. Notwithstanding any provision of the Agreement or this Amendment to the contrary, at the time that the Assignee takes title to the Subject Property, all real estate taxes owed by North Lancaster to the Town shall be paid current.

2.

6. Date of Initial Closing. The Date set forth in Section 1.5 of the Agreement is deleted and replaced with the following:

DATE: The date set forth in a written notice from North Lancaster or its successor, as the case may be, to the Town, said date to be between March 15, 2019 and July 1, 2019.

3.

7. Conveyance of Parcel 14-15. Immediately following Section 2.1.g of the Agreement, the following shall be added:

Within Sixty (60) days after the Effective Date (as defined in the Amendment):

a) Notwithstanding any provision of the Agreement to the contrary, North Lancaster or Assignee, as the case may be, shall convey Parcel 14-15 to the Town, acting by and through its Conservation Commission, by good and sufficient quitclaim deed.

8. Initial Closing. In Section 2.1 of the Agreement, immediately following the subheading "At the date and time of the Initial Closing", delete subsection a) and replace the same with: "a) North Lancaster or Assignee, as the case may be, shall convey Parcel 19-11 to the Town, acting by and through its Conservation Commission, by a good and sufficient quitclaim deed."

9. Date of Supplemental Closing. The Town and North Lancaster acknowledge and agree that no property is to be conveyed as part of the Supplemental Closing, and, therefore, all references to the Supplemental Closing in the Agreement are hereby deleted.

10. Date of Final Closing. The Date set forth in Section 1.7 of the Agreement is deleted and replaced with the following:

DATE: The date set forth in a written notice from North Lancaster, or Assignee, as the case may be, to the Town, said date to be no later than October 19, 2021.

11. Final Closing. Delete subsection (a) in its entirety and relabel subsection (b) to (a). The Town and North Lancaster acknowledge and agree that the obligation to convey any land not part of the mixed-use development is deleted from the Agreement and the obligation relative to the trail system on Parcel 13-8 as set forth in the former subsection (b) (now (a)) remains unchanged. .

4.

12. Ratification and Confirmation. Except as expressly modified by this Amendment, the Agreement shall remain unchanged, is in full force and effect and is hereby ratified and confirmed.

13. Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

14. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Amendment.

15. Governing Law. The interpretation and construction of this Amendment, and all matters relating hereto, shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to the conflicts of law principles thereof.

Executed as an instrument under seal on the date above first written.

SIGNATURES ON NEXT PAGE

NORTH LANCASTER, LLC

By: _____
Steve Boucher
Its Manager

TOWN OF LANCASTER
BOARD OF SELECTMEN

_____
Stanley B. Starr, Chair

TOWN OF LANCASTER
CONSERVATION COMMISSION

_____
Nathan Stevens, Chair