

**EXTENSION OF LEASE AGREEMENT  
MORRISON/NAGOG HILL ORCHARD, LITTLETON**

LESSOR: TOWN OF LITTLETON, a municipal corporation duly organized by law with its usual offices at 37 Shattuck Street, Littleton, MA 01460, acting by and through its Board of Selectmen.

LESSEE: NAGOG FRUITERS, INC., a Massachusetts corporation wholly owned by Charles J. Auger, with its principal place of business at 74 Nagog Hill Road, Littleton, MA 01460.

PREMISES: Lots 102-A, 1-3-A, 104, 105, 109, 110, and 111, as shown on a plan entitled "Plan of Land in Littleton, Mass. Prepared for the Town of Littleton ~ Morrison Property ~," by David E. Ross Associates, Inc. dated April, 2000, Plan No. L-6078 - "B", and No. L-6079 - "C", and Lot 107 as shown on a plan entitled "Land in Littleton, Mass. Surveyed for the Town of Littleton, 'Morrison Property'," by David E. Ross Associates, Inc., dated February 29, 2000, Sheet 2 of 5; said lots contain the orchard, the upper barn, the two family dwelling, and the lower barn and cottage.

WHEREAS the Lessor and Lessee by this agreement desire to extend a certain Lease Agreement, dated June 22, 2000 (the "Lease Agreement").

NOW THEREFORE, the Lessor and the Lessee, in mutual consideration of the covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, covenant and agree as follows:

1. The term of the Lease Agreement shall be extended for fourteen (14) months. Accordingly, the Lease Agreement shall terminate on March 1, 2011 (the "Termination Date") unless the parties hereto mutually agree to extend such Termination Date.

2. In lieu of rent, Lessee shall undertake maintenance and repairs of the Premises and buildings thereon, as provided in the Lease Agreement, at Lessee's sole expense.

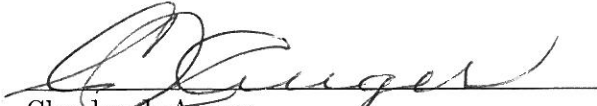
3. Except as expressly amended by the foregoing, the terms of the Lease Agreement remain in full force and effect.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their respective hands and seals this 14<sup>TH</sup> day of DECEMBER, 2009.

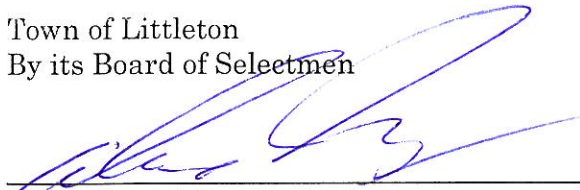
LESSEE:

Nagog Fruiters, Inc.  
By its President

  
\_\_\_\_\_  
Charles J. Auger

LESSOR:

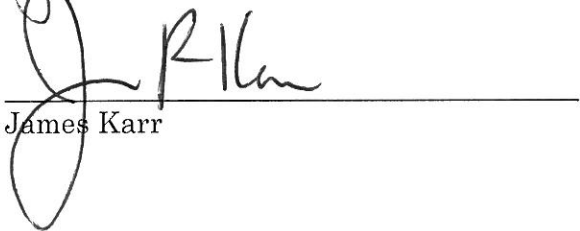
Town of Littleton  
By its Board of Selectmen

  
\_\_\_\_\_  
Alexander McCurdy, Chairman

  
\_\_\_\_\_  
Joseph Knox, Vice-Chairman

  
\_\_\_\_\_  
Janet Wilkinson, Clerk

\_\_\_\_\_  
Kenneth Eldridge

  
\_\_\_\_\_  
James Karr

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14 day of December 2009, before me, the undersigned notary public, personally appeared the above-named Alexander McCurdy, Joseph Knox, Janet Wilkinson, Kenneth P. Eldridge, and James Karr, a majority of the Board of Selectmen for the Town of Littleton, known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, and acknowledged the foregoing instrument to be the free act and deed of a majority of the Board of Selectmen of the Town of Littleton, before me.

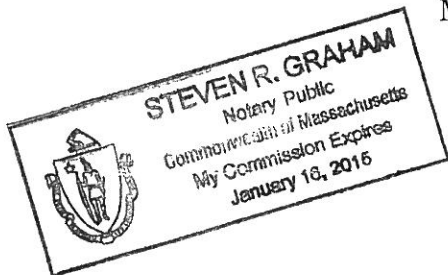
Jennifer R. Gibbons  
Notary Public:  
My Commission Expires: \_\_\_\_\_  


COMMONWEALTH OF MASSACHUSETTS

M. D'CESCI, ss.

On this 14<sup>TH</sup> day of Dec., 2009, before me, the undersigned Notary Public, personally appeared the above-named Charles J. Auger, President of Nagog Fruiters, Inc., proved to me by satisfactory evidence of identification, which was KNOW TO ME, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as the duly authorized President of Nagog Fruiters, Inc.

SAUGER  
Notary Public  
My Commission expires: \_\_\_\_\_

  
STEVEN R. GRAHAM  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 16, 2015