

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "First Amendment") is made as of the 5th day of January, 2012, by and between **SCHLUMBERGER TECHNOLOGY CORPORATION**, a Texas corporation ("Seller"), with an office at 200 Gillingham Lane, Sugar Land, Texas 77478, and the **TOWN OF RIDGEFIELD**, a body corporate and politic and a political subdivision of the State of Connecticut ("Buyer"), with an address at 400 Main Street, Ridgefield, Connecticut 06877.

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated November 11, 2011 ("PSA"), whereby Seller agreed to sell and Buyer agreed to purchase certain real property located in Ridgefield, Connecticut, as such real property is more particularly described in the PSA; and

WHEREAS, Seller and Buyer desire to amend the PSA as more particularly set forth below to, among other things, amend the payment terms of the Purchase Price and extend the Due Diligence Period.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and in consideration of the sum of TEN (\$10.00) DOLLARS by each in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Undefined Terms. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the definitions ascribed to them in the PSA.
2. Purchase Price. The Purchase Price shall remain Six Million and 00/100 Dollars (\$6,000,000.00) but shall be paid as follows: Buyer shall pay to Seller Three Million and 00/100 Dollars (\$3,000,000.00) at Closing, subject to adjustment and proration as provided in the PSA, and the balance of Three Million and 00/100 Dollars (\$3,000,000.00) (the "Final Payment") shall be due and payable upon either the earlier to occur of (i) the approval by DEEP of the investigation and the remediation, if any, of Parcel C, or (ii) the Verification by Seller's licensed environmental professional ("LEP") of the investigation and the remediation, if any, of Parcel C. At Closing, Buyer shall deposit the Final Payment with Escrow Agent to be held in an interest bearing account (for the benefit of Seller) in accordance with the terms and conditions of a separate escrow agreement to be entered into at or prior to Closing by and among Seller, Buyer, and Escrow Agreement on terms and conditions reasonably satisfactory to all parties.
3. Extension of Due Diligence Period. Seller and Buyer agree to extend the Due Diligence Period until February 7, 2012.
4. Form III Filing for Parcel C. Section 2.3(e) of the PSA is hereby deleted in its entirety and replaced with the following:

