

**FIRST AMENDMENT TO**  
**LAND DISPOSITION AGREEMENT**

This First Amendment to Land Disposition Agreement (this "Amendment") is made and entered into by and between **TOWN OF WAYLAND**, acting by and through its Board of Selectmen (hereinafter "Seller"), a Massachusetts municipal corporation, and **WP EAST ACQUISITIONS, L.L.C.**, a Delaware limited liability company (hereinafter "Buyer").

**Recitals:**

A. Seller and Buyer previously entered into that certain Land Disposition Agreement with an effective date of July 28, 2017 (hereinafter referred to as the "Contract") for the purchase and sale of those certain parcels of land located 484-490 Boston Post Road, Wayland, Massachusetts (the "Property"), as more fully described in the Contract.

B. The current Due Diligence Period under the Contract expires on October 26, 2017 (the "Inspection Date").

C. During the course of Buyer's investigations of the Property, Buyer and its Massachusetts Licensed Site Professional ("LSP"), The Vertex Companies, Inc. ("Vertex"), encountered a possible reportable quantity of asbestos-containing materials ("ACM") in a pile of soil and debris located at the Property.

D. Since Buyer's discovery of the Reportable Condition (as such term is defined below) on August 10, 2017, it has ceased all physical due diligence activities at the Property.

E. Representatives of the Buyer and Vertex later notified the Seller of the discovered ACM, and the parties agreed that the ACM represented a reportable quantity for asbestos (the "Reportable Condition") pursuant to Massachusetts Department of Environmental Protection ("MassDEP") guidelines and pursuant to relevant statutory requirements and regulations promulgated thereunder, including the Massachusetts Contingency Plan, 30 CMR 40.0000, et seq. (collectively, "Legal Requirements").

F. Seller submitted a Release Notification and an Immediate Response Action to the MassDEP on October 12, 2017, which details a plan for analyzing, managing, sampling, containing, transporting, abating, communicating with MassDEP and otherwise addressing (collectively such activities are referred to herein generally as "Address" or "Addressing") the Reportable Condition.

G. A subsequent submittal to MassDEP of a Non-Traditional Asbestos Work Plan ("NTAWP"), which reiterates the requirements of Immediate Response Action for

Addressing the Reportable Condition to an acceptable level or condition pursuant to relevant Legal Requirements, is anticipated to be submitted by Seller in November, 2017.

H. While the parties work to finalize the NTAWP submittal, await MassDEP's approval of the NTAWP, and work to finalize the terms of a more detailed amendment to the Contract to address the parties respective rights and obligations as it relates to Addressing the Reportable Condition and payment of costs related to same, the parties wish extend the current Inspection Date.

Terms and Conditions:

In consideration of the mutual covenants, agreements, and undertakings set forth in the Contract and in this Amendment, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. Capitalized Terms; Recitals. All capitalized terms used herein but undefined shall have the meaning as defined in the Contract. The foregoing Recitals are hereby incorporated as agreements of the parties hereto.

2. Extension of Due Diligence Period. The parties hereby agree that the current Inspection Date of October 26, 2017 shall be extended until December 31, 2017, so that the expiration of the Due Diligence Period for all purposes under the Contract shall be 5:00 p.m. Boston, Massachusetts time on December 31, 2017.

3. Addition of Business Day Convention. The following is hereby deemed added as Section 11.13 of the Contract.

11.13 Date For Performance. If the time period or date by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday in the State where the Land is located or of the Federal Government, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

4. Ratification. Except as expressly amended by this Amendment, the Contract remains in full force and effect and is hereby expressly ratified and confirmed in its entirety by the parties hereto.


5. Multiple Counterparts. An executed facsimile or "PDF" of this Amendment is an acceptable form of acceptance of this Amendment and the parties may execute this Amendment in counterparts. This Amendment shall from this date forward be considered a part of the Contract.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations under this Amendment to be effective on the last date set forth below.

BUYER:


WP EAST ACQUISITIONS, L.L.C.,  
a Delaware limited liability company

By:   
Name: James Lambert  
Title: Vice President

Date: 10/24/17

SELLER:

TOWN OF WAYLAND

By:   
Name: Ken PALMER  
Title: TOWN ADMINISTRATOR

Date: 10-24-17