

**AMENDMENT 11-A TO**  
**LAND DISPOSITION AGREEMENT**

This Amendment 11-A 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 **ALTA RIVER'S EDGE, LLC**, a Delaware limited liability company (hereinafter "Buyer"). **WP EAST ACQUISITIONS, L.L.C.**, a Georgia limited liability company ("Contract Buyer"), is joining in this Agreement for the limited purposes set forth herein. Each of Seller, Buyer and Contract Buyer is a "Party" and taken together shall be the "Parties".

Recitals:

A. Seller and Contract Buyer previously entered into that certain Land Disposition Agreement with an effective date of July 28, 2017 (the "Original Contract"), as amended by that certain First Amendment to Land Disposition Agreement dated as of October 24, 2017, as further amended by that certain Second Amendment to Land Disposition Agreement dated as of October 31, 2017, as further amended by that certain Third Amendment to Land Disposition Agreement dated as of December 18, 2017, as further amended by that certain Fourth Amendment to Land Disposition Agreement dated as of February 26, 2018, as further amended by that certain Fifth Amendment to the Land Disposition Agreement dated May 23, 2018, as further amended by that certain Sixth Amendment to the Land Disposition Agreement dated August 29, 2018, as further amended by that certain Seventh Amendment to the Land Disposition Agreement dated February 28, 2019, as further amended by that certain Eighth Amendment to Land Disposition Agreement dated March 7, 2019 (the "Eighth Amendment"), as further amended by that certain Ninth Amendment to Land Disposition Agreement dated April 29, 2019 (the "Ninth Amendment"), and as further amended by that certain Tenth Amendment (the "Tenth Amendment") to Land Disposition Agreement dated May 31, 2019, and as further amended by an Eleventh Amendment to (the "Eleventh Amendment") to Land Disposition Agreement dated March 30, 2020 (as amended, the "Contract") for the purchase and sale of that certain parcel of land located 484-490 Boston Post Road, Wayland, Massachusetts (the "Property"), as is more fully described in the Contract.

B. Pursuant to an Assignment and Assumption of Purchase and Sale Agreement and Intangible Property by and between Contract Buyer and Buyer dated March 22, 2019 (the "Assignment"), Contract Buyer assigned the Contract as then constituted to Buyer, and Buyer assumed the obligations of Contract Buyer under the Contract as provided in the Assignment.

C. The Buyer is a Pre-Approved Assignee as described in Section 7.3 of the Original Contract.

D. The Parties wish to amend the Contract to confirm the current deadline for Closing under the Contract.

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 (including those set forth in the Recitals) shall have the meaning as defined in the Contract. The foregoing Recitals are hereby incorporated as agreements of the parties hereto.

2. Extension of Closing Date. The Initial Closing Date of January 29, 2021 and the Outside Closing Date of December 31, 2022, as set forth in Section 2 of the Eleventh Amendment, shall be extended to February 5, 2021 and January 9, 2023, respectively. Notwithstanding anything in the Contract to the contrary, Buyer shall have the right to trigger an earlier Closing Date by providing written notice to Seller of the desired Closing Date at least 30 days prior to the then current Closing Date.

3. Contract Assignment; Ratification. Buyer and Contract Buyer represent and warrant that (i) Buyer constitutes a Pre-Approved Assignee pursuant to Section 7.3 of the Original Contract; (ii) a Buyer Affiliate owns at least a 5% ownership interest (direct or indirect) in the Buyer; and (iii) a Buyer Affiliate is the designated development partner for the Buyer's Project and shall remain as the designated development partner until the Buyer's Project Completion Date except as otherwise provided in Section 7.3 of the Contract. Seller, in reliance on the foregoing, acknowledges receipt of the Assignment and hereby confirms that the Assignment complies with Section 7.3 of the Original Contract. Contract Buyer inadvertently executed the Ninth Amendment, Tenth Amendment and Eleventh Amendment to the Contract (collectively, the "Typo Amendments") subsequent to the Assignment. Accordingly, Seller, Buyer and Contract Buyer hereby acknowledge and agree that all references in the Typo Amendments to the Contract Buyer (i.e. WP East Acquisitions, LLC, a Georgia limited liability company) shall be deemed to mean and refer to Buyer (i.e. Alta River's Edge, LLC, a Delaware limited liability company), and Seller and Buyer ratify and confirm the Typo Amendments as if Buyer was a party thereto. Buyer hereby expressly assumes all of the obligations of the "Buyer" under the Contract, whether arising before or after the date of the effective date of this Amendment.

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.

[remainder of page intentionally left blank]

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.

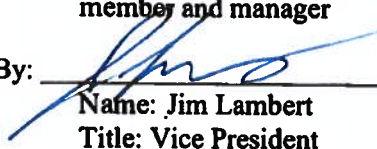
**BUYER:**

**ALTA RIVER'S EDGE, LLC,  
a Delaware limited liability company**

**By: Alta River's Edge Venture, LLC, a  
Delaware limited liability company,  
its sole member**

**By: WS River's Edge, LLC, a Delaware  
limited liability company, its  
Managing Member**

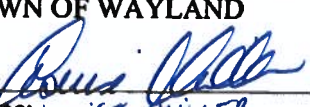
**By: WP Massachusetts, LLC, a Delaware  
limited liability company, its sole  
member and manager**

**By:   
Name: Jim Lambert  
Title: Vice President**

**Date: 1/28/21**

**SELLER:**

**TOWN OF WAYLAND**

**By:   
Name: LOUISE MILLER  
Title: TOWN ADMINISTRATOR**

**Date: 1/28/2021**

**JOINDER BY CONTRACT BUYER**

The undersigned Contract Buyer hereby joins in this Amendment for the purpose of acknowledging and agreeing to the provisions of Section 3 hereof.

**CONTRACT BUYER:**

**WP EAST ACQUISITIONS, L.L.C., a  
Georgia limited liability company**

By:  \_\_\_\_\_

Name: Jim Lambert

Title: Vice President

Date: 1/28/21