

ENVIRONMENTAL ADDENDUM



FOR USE WITH: BUY AND SELL AGREEMENT FOR OFFICE, COMMERCIAL, INDUSTRIAL AND
MULTI-FAMILY PROPERTY AND PRELIMINARY AGREEMENT TO LEASE FORMS

Office of _____, REALTOR®
_____(city), Michigan Phone: _____ Fax: _____

Email: _____ Date: _____
(time)

1. Addendum to a Buy & Sell Agreement or Preliminary Agreement to Lease (the "Agreement") covering property commonly known as _____.
2. The Agreement is hereby amended as follows:
 - (a) Buyer/Tenant shall have access to the Premises during normal business hours to conduct any of the following additional Environmental Assessments. The cost of the Additional Environmental Assessments shall be allocated between Buyer/Tenant and Seller/Landlord as follows (check appropriate column or indicate percentage):

TYPE	BUYER/TENANT	SELLER/LANDLORD
Phase II Site Assessment <input type="checkbox"/> New <input type="checkbox"/> Updated		
Baseline Environmental Assessment (BEA) (if the property is eligible)		
Due Care Plan/Section 7a Compliance Analysis (if the property is eligible)		

- (b) Buyer/Tenant agrees to indemnify and hold Seller/Landlord harmless from any injury to persons or property arising from or relating to the performance of such assessments by Buyer/Tenant or Buyer's/Tenant's consultants. Buyer/Tenant agrees to reasonably restore the Premises to its preassessment condition following the work. This restoration obligation does not require the remediation of existing soil and/or groundwater contamination.
- (c) A petition seeking Michigan Department of Environmental Quality (MDEQ) approval of the BEA shall shall not be submitted with the BEA. If a Due Care Plan/Section 7a Compliance Analysis is obtained, the petition shall shall not seek MDEQ approval of the plan/analysis. If a petition or plan is submitted, Buyer/Tenant Seller/Landlord shall pay the MDEQ review fees.
 Other: _____
- (d) Buyer/Tenant shall have _____ calendar days after this Addendum is fully executed to complete the Additional Environmental Assessments, _____ days to submit a petition seeking MDEQ approval (if the property is eligible and if the parties have agreed to the submittal), and _____ calendar days to submit a Due Care Plan/Section 7a Compliance Analysis (if the property is eligible and if the parties have agreed to the submittal).
- (e) Buyer/Tenant shall have the right to terminate the Agreement by written notice to Seller/Landlord if a Phase II Site Assessment reveals that the Premises are a Facility (as defined by Part 201 of the NREPA), or if Buyer/Tenant does not receive approval of the BEA (if a petition for approval is submitted) or approval of the Due Care Plan/Section 7a Compliance Analysis (if a petition for approval is submitted). Buyer shall have _____ calendar days after this Agreement is fully executed to exercise this right, otherwise it shall be deemed to have been waived. Exceptions:

3. The closing or lease signing shall occur within _____ days of the earlier of the following to occur: (a) receipt of MDEQ approval of the BEA and/or Due Care Plan/Section 7a Compliance Agreement, as applicable; or (b) the expiration of the contingency period provided in Paragraph _____(e) above.
4. All other terms of the Agreement not amended hereby shall remain in full force and effect.
5. **By signing below, Buyer/Tenant acknowledges having read and received a copy of this agreement.**

Witness: _____ Entity: _____

Buyer's Address: _____ By: _____

(Note: Please sign your name as you wish it to appear on the final documents)

_____ Printed name of Signatory: _____

Its: _____

6. **By signing below, Seller/Landlord acknowledges having read and reviewed a copy of this agreement.**

Witness: _____ Entity: _____

Seller's Address: _____ By: _____

(Note: Please sign your name as you wish it to appear on the final documents)

_____ Printed name of Signatory: _____

Its: _____