

Julie Hutcherson
508-946-2852

4-12848

SCANNED
4/18/11

Dick,

I can see two areas to be addressed

① Do the DEM/DEP provide you with a release or certificate in writing to end your responsibility for this ongoing clean-up?

② I feel this addendum needs another paragraph addressing the problem that could arise based upon the tenant's currently operating the gas station. What happens if you do not have a written release & the tenants have an oil spill or something of that nature? It needs to be spelled out that they would be responsible for any spillage that would occur prior to issuance of written approval that you'd completed the work spelled out by the DEM/DEP order to you.

D. H. H.

ADDENDUM A-1

ADDITIONAL WARRANTIES AND REPRESENTATIONS Seller Warrants Disclosure and Remedial Actions:

Protection (DEP)
The premises have been used for the storage of petroleum products and Seller hereby advises Buyer that (1) discharge of such products into the soil and groundwater may have occurred from time to time in the past, and (2) soil and groundwater may have petroleum and its constituents or residuals therein. Buyer and Seller acknowledge that Seller has notified the Massachusetts Department of Environmental Management that there is evidence of a release of oil or hazardous materials, as those terms are used in M. G. L. c. 21 E, on the premises. The Seller warrants that Seller either has completed or will complete the following remedial actions.

→ and the Massachusetts Contingency Plan, 310 CMR 40.0000 (MCP)

(a) The removal of all surface and subsurface structures which may be or may have been the source of leakage;

(b) The removal of all soil with petroleum hydrocarbons that may be required by the DEM;
under MCP

(c) The commencement of any pumping or treatment of groundwater on the premises that may be required by DEM; and

DEP including a Response Action Outcome (RAO)
(d) Submittal to DEM of the necessary reports to satisfy requirements of DEM and M.G. L. 21E and regulations thereunder. the MCP statement

Seller Warrants Compliance and Assumes Cleanup Costs

All of the Remedial Actions above were done or shall be done, and shall be continued and completed in accordance with governmental requirements. All of the Remedial Actions were either done or shall be continued and completed under the supervision of either the DEM or an environmental consulting firm experienced and qualified in such Remedial Actions and applicable governmental regulations. All of the remedial actions either did or shall comply with the current regulations and policies of DEM under Chapter 21E and the Massachusetts Contingency Plan. All Remedial Actions which have not been completed by the time of the transfer of the deed to the buyer shall be completed within a reasonable period of time thereafter, by the Seller, at the expense of the Seller. In any event, the Remedial Actions shall be completed by the Seller.

The Buyer shall cooperate with the Seller in implementing any Remedial Actions. Buyer shall not be responsible for any expenses of Remedial Actions unless such actions are demonstrated to be required only as a result of releases occurring after the date of any site assessment, approved by DEM, that serves to absolve the Seller of further requirements under the Massachusetts Contingency Plan.

Seller

Buyer