

ADDENDUM TO PURCHASE CONTRACT

This Addendum to Purchase Contract is made and entered into between _____, hereinafter referred to as Buyer and _____, hereinafter referred to as Seller.

WITNESSETH:

THAT WHEREAS, the parties hereto have entered into a Purchase Contract with an effective date of _____ whereby the Buyer agreed to purchase from the Seller certain property located at _____ hereinafter referred to as "Property"; and

WHEREAS, in the course of Buyer's inspection of Property certain environmental problems were detected which require remediation; and

WHEREAS, the parties wish to enter into an Addendum to the Purchase Contract providing for the consummation of the sale of Property and for Seller's continuing obligation to perform all corrective action which may hereafter be required by the Kansas Department of Health and Environment.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings expressed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. The parties agree to proceed with the consummation of the sale of Property.

2. Seller covenants, warrants and agrees that it shall comply with all requirements of the Kansas Department of Health and Environment in regard to the investigation, assessment and remediation of the petroleum related environmental problems currently existing at Property. Seller agrees to promptly execute any and all consent agreements with the Kansas Department of Health and Environment as may be required.

3. Buyer hereby grants to Seller the right of access to Property on and after the date of closing for the purpose of performing all reasonable and necessary acts incident to the remediation of the property.

4. Buyer hereby grants to the Kansas Department of Health and Environment the right of access to Property for the purpose of inspecting and performing such other action as may be necessary to insure that all corrective action is completed satisfactorily.

5. Seller hereby agrees to hold harmless, defend and indemnify Buyer against any claim, expense, loss or liability as a result of Seller's performance of investigations, assessments, corrective action or any other related activities on Property whether the same are the result of the acts or omissions of the Seller or Seller's agents, servants or employees.

6. It is agreed that time is of the essence and Seller agrees that all work is to be done expeditiously and in a good and workmanlike manner with Seller taking all appropriate measures to insure that such activities do not unnecessarily interfere with Buyer's use of Property. All corrective action and related activities shall be at the sole cost and expense of Seller and Seller hereby agrees to indemnify and hold Buyer harmless from any cost or expense related thereto.

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IN WITNESS WHEREOF we hereunto set our hands and seals the dates indicated below.

SELLER:

By:

Date: _____

BUYER:

By:

Date: _____