

## **FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following terms and conditions are a part of the Commercial & Investment Real Estate Purchase and Sale Agreement (“Agreement”) dated \_\_\_\_\_, 2023 between Ramey Development, LLC (“Seller”) and \_\_\_\_\_ (“Buyer”).

1. At Closing, Buyer shall release and covenant not to sue Seller and Seller’s members and managers, in those representative capacities and as predecessors in interest to Seller, and the officers, attorneys, insurers, consultants, and employees of each of them, and Seller’s affiliates, successors and assigns (collectively, Indemnitees), from and for any liability (including right of contribution or allocation) related to, on account of, or in any way connected with the physical condition of the Property, including without limitation any Environmental Claim, as herein defined, arising out of or in any way related to the Property. Buyer shall indemnify, defend, and hold Indemnitees and each of them, jointly and severally, harmless from and against any claims, demands, penalties, causes of action, enforcement actions, judgments, and costs, including consulting fees and attorneys’ fees, and any and all other claims, arising from, related to, or occurring in connection with any one or more of the following: (a) the physical condition of the Property including without limitation any environmental contamination located on, in, at, under, or emanating from or onto the Property, whether such contamination originated on the Property or elsewhere; (b) any past, present, or threatened release in, on, above, or migrating to or from the Property; (c) any activity by Indemnitees or any party affiliated with Indemnitees in connection with the actual, proposed, or threatened release, use treatment, storage, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer, or transportation to or from the Property of any Hazardous Substance at any time; (d) any remediation, whether voluntary or pursuant to court or administrative order; (e) any violation of any Environmental Law or permit with respect to the Property or operations thereon, including without limitation any failure by Indemnitees, or any party affiliated with Indemnitees, or any tenant or other user of the Property, to comply with any permit or any directive of any governmental authority pursuant to any Environmental Law, even if such claim of noncompliance is groundless, false, or fraudulent; (f) the imposition of any environmental lien encumbering the Property; (g) any injury to, destruction of, or loss of natural resources in any way connected to the Property, including without limitation costs to investigate and assess such injury, destruction, or loss; (h) any personal injury, wrongful death, or damage to property caused by any of the foregoing; (i) any acts of the Indemnitees, any of Indemnitees’ affiliates, or any tenant or other user of the Property in connection with the disposal or treatment, whether done directly or arranged through a transporter, of Hazardous Substances at any facility or incineration vessel containing such or similar Hazardous Substances in the event of a release during transportation to or following deposit as such facility; (j) any misrepresentation or inaccuracy in any representation or warranty under this Agreement as of the date made hereunder; (k) any material breach of this Agreement; or (l) any legal action in any way connected with any matter addressed in this Addendum.

1.1 “Environmental Claim” means any written complaint, summons, action, citation, notice of violation, directive, order, claim, litigation, investigation, demand, judicial or administrative proceeding or action, judgment, lien, letter, or communication from any person or entity or agency alleging or conclusively determining non-compliance

with any Environmental Law relating to, arising from, or occurring in connection with, any actual or threatened release, use, storage, holding, existence, emission, discharge, generation, processing, abatement, removal, disposition, handling, or transportation of any Hazardous Substance.

1.2 “Environmental Law” means any and all applicable federal, state, tribal, and local statutes, laws, rules, regulations, ordinances, codes, principles of common law, judicial orders, administrative orders, consent decrees, judgments, permits, licenses, or other binding determinations of any judicial or regulatory authority, now or hereafter in effect, imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater, soils, vapor, and indoor and ambient air), health and safety, land use matters or the presence, use, generation, treatment, storage, disposal, release or threatened release, transport or handling of any Hazardous Substance.

1.3 “Hazardous Substance” means and includes any substance, material, or waste regulated by CERCLA, the Washington Model Toxics Control Act (“MTCA”), RCRA, Washington’s Dangerous Waste Management regulations, or any other Environmental Law.

2. Buyer acknowledges that the presence of Hazardous Substances on the Property may increase Buyer’s costs of development of the Property, and that the release and waiver and covenant not to sue set forth in Section 1 shall apply to any such development costs, which shall be the sole cost of Buyer.

3. If a dispute arises pertaining to the provisions in this First Addendum or to Seller’s claim for defense or indemnification pursuant to the terms of this First Addendum, the prevailing party shall recover its reasonable attorneys’ fees and costs incurred therein from the other party. Buyer expressly waives any right to dispute any claims or fees incurred by Seller. The parties waive the right to a jury trial regarding any dispute or claim arising under this First Addendum. The provisions of this Section 3 shall supersede those in Section 42(c) of the Agreement as to any dispute or claim arising from or brought pursuant to this Addendum.

4. Notwithstanding any other provisions of this First Addendum or the Agreement to the contrary, none of the Indemnitees shall be liable to any insurance company (by way of subrogation or otherwise) insuring the Buyer for any losses or damages suffered by the Buyer from any cause arising from or relating to any liability, including without limitation an Environmental Claim, which Buyer has agreed to waive and release, and as to which Buyer has covenanted not to sue, pursuant to this First Addendum, if any such loss or damage is covered by such insurance benefiting the Buyer.

5. The provisions of this First Addendum shall survive Closing and shall bind Buyer and all subsequent owners of the Property. Seller may at closing record a memorandum of this First Addendum in the real property records of King County.

BUYER:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

SELLER:

Ramey Development, LLC

By \_\_\_\_\_  
Its Manager

Date: \_\_\_\_\_