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ENVIRONMENTAL INDEMNITY AGREEMENT

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THIS ENVIRONMENTAL INDEMNITY AGREEMENT (the "**Agreement**") is entered into as of the 20th day of February, 2002, by Sultan Petroleum, Inc., an Illinois corporation, and Shahida Sindhu and Tony Wahbeh (collectively "**Indemnitors**") in favor of Labe Bank ("**Lender**"). The parties hereto enter into this Agreement with reference to the following facts:

A. Lender has agreed to make a loan ("**Loan**") to Harris Bank & Trust Company, as trustee, under Trust Agreement dated November 20, 2002 and known as its Trust No. HTW-6051 ("**Trust**"), and to the Indemnitors (Trust and the Indemnitors are collectively referred to as the "**Borrower**"), in the original principal amount of Two Million Three Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00) evidenced by that certain Promissory Note of Borrower of even date herewith (the "**Note**"), which note is to be secured by, among other things, a Mortgage (the "**Mortgage**") creating a lien on certain real property located in Cook County, Illinois, more particularly described on Exhibit A attached hereto, together with the improvements and personal property located thereon (collectively, the "**Premises**").

B. The making of the Loan is subject to the condition precedent that Indemnitors make and deliver this Agreement to Lender. Indemnitors acknowledge that Lender would not make the Loan in the absence of this Agreement, and that they are entering into this Agreement for the purpose of inducing Lender to make the Loan to Borrower, notwithstanding any contrary provision contained in the Note, the Mortgage, or any other document given in connection with the Loan; (the Note, Mortgage and such other documents being collectively referred to herein as the "**Collateral Loan Documents**").

C. Indemnitors acknowledge that Lender may sustain Losses (as defined in Section 4(a)) both prior to and following a foreclosure of Lender's security interest in the Premises pursuant to the Mortgage, and/or the Collateral Loan Documents and/or conveyance in lieu thereof, as well as after the Note is paid in accordance with its terms.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Hazardous Substances. As used herein, "**Hazardous Substance**" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproductions, or physical deformations in such organisms or their offspring, as well as all hazardous or toxic substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, any petroleum or petroleum derived waste or

STEWART TITLE OF ILLINOIS  
2100TH SALES STREET, SUITE 1920  
CHICAGO, ILLINOIS 60602

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products, and raw materials that include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental matters, as now or hereafter enacted or amended, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Federal Resource Conservation and Recovery Act; the Federal Superfund Amendments and Reauthorization Act of 1986; the Federal Toxic Substances Control Act; the Federal Hazardous Material Transportation Act; the Federal Clean Air Act; the Federal Water Pollution Control Act; together with any other federal, state or local superlien or other statutes, rules or regulations, as now or hereafter amended in any way pertaining to clean-up; disclosure; water pollution control; air pollution control; regulation of solid waste; hazardous waste management; storage tanks; regulation of environmentally sensitive areas; regulation of drinking water; use of ground water, surface waters and wetlands; hazardous and toxic substance reporting; indoor air quality issues, including asbestos, radon and tobacco smoke; and any other laws, including case law, which might be deemed or referred to as environmental common law (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

## 2. Representations and Warranties.

(a) Investigation. Indemnitors and/or Borrower have had performed reasonable investigations, studies and tests as to any possible environmental contamination, liabilities or problems with respect to the Premises, including without limitation, the presence, use, storage, disposal, processing, generation, transportation, treatment, discharge or release of any Hazardous Substance in, on, from or with respect to the Premises and that such investigations, studies, and tests have disclosed no Hazardous Substances or possible violations of any Environmental Laws.

(b) No Violations. None of the Indemnitors or the Premises (i) is subject to any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Substances or environmental problems, impairments or liabilities with respect to the Premises or such other property; or (ii) is in, or with any applicable notice and/or lapse of time, and/or failure to take certain curative or remedial actions, will be in, either direct or indirect violation of any Environmental Laws.

(c) No Hazardous Substances on Premises. Except as described in the Environmental Agreement, no Hazardous Substances are or have been located, used, stored, disposed of, possessed, managed, processed, generated, transported, treated, discharged or released in, on, from or with respect to the Premises (including ground water contamination) and no underground storage tanks (or above ground storage tanks not in compliance with Environmental Law) are located on the Premises. Indemnitors shall not allow any Hazardous Substances to be located, used, stored, disposed of, possessed, managed, processed, generated, transported, treated, discharged or released in, on, from or with respect to the Premises.

(d) All Necessary Approvals Obtained. Indemnitors warrant that they and/or Borrower have obtained all necessary approvals and satisfactory clearances for use of the Premises

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from all appropriate governmental authorities, utility companies and development entities, including but not limited to the Wisconsin Environmental Protection Agency (and any successor authority) and any County or City departments, public water works and public utilities in regard to the use of the Premises and the presence, use, storage, disposal, processing, generation, transportation, treatment, discharge or release of any Hazardous Substances in, on, from or with respect to the Premises.

3. Covenants.

(a) Compliance with Laws. Indemnitors shall comply in all respects with the requirements of the Environmental Laws.

(b) Remedial Work. With respect to the matters described in the Environmental Agreement and otherwise, in the event Lender determines that any investigation, site monitoring, abatement, containment, clean-up, removal or other remedial work of any kind or nature (the "Remedial Work") is necessary or advisable because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance in, on, from or with respect to the Premises (or any portion thereof), Indemnitors shall promptly, but no later than thirty (30) days after written demand for performance from Lender (or such shorter time as may be required under any applicable Environmental Law, order or agreement, including the Environmental Agreement) and in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to Lender) commence and thereafter diligently prosecute to completion, all such Remedial Work. Lender shall have the right to approve any contractors performing Remedial Work in advance and to require that the Remedial Work be performed under the supervision of consulting engineer approved by Lender. All costs and expenses in connection with such Remedial Work shall be paid by Indemnitors, including without limitation, Lender's fees and costs incurred with monitoring and reviewing the Remedial Work.

(c) No Unauthorized Substances. Indemnitors hereby covenant and agree not to take or fail to take any action that will result in the unauthorized presence, use, storage, disposal, processing, generation, transportation, treatment, discharge or release of any Hazardous Substances in, on, from or with respect to the Premises.

(d) Obligation to Notify Lender. Indemnitors shall immediately notify Lender should Indemnitors become aware of (i) any Hazardous Substance problem or liability with respect to the Premises; (ii) any such unauthorized release or discovery of any Hazardous Substance or other contamination, liability or problem respecting the Premises; or (iii) any litigation or threat of litigation relating to any alleged unauthorized release of any Hazardous Substance or discovery of any Hazardous Substance or other contamination, liability or problem respecting the Premises. Indemnitors shall promptly forward to Lender copies of all orders, notices, permits and applications of other communications and reports in connection with any unauthorized release or discovery of any Hazardous Substance or other contamination, or any other environmental matters affecting the Premises.

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(e) Environmental Audit. Promptly upon the written request of Lender from time to time, but only when Lender has a good faith reason to so request, Indemnitors shall provide Lender, at Indemnitors' expense, with an environmental site assessment or environmental audit report in form and content acceptable to Lender regarding the Premises (an "Environmental Audit"). The Environmental Audit shall be prepared by an environmental engineering firm acceptable to Lender, shall assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances and shall indicate the potential costs in connection with any site monitoring, abatement, containment, clean-up, removal or other remedial work of any kind or nature relating to Hazardous Substances found in, on, under, at, within or emanating from the Premises.

## 4. Indemnity.

(1) Scope of Indemnity. Indemnitors hereby agree to indemnify, save, defend (at Indemnitors' sole cost and expense) and hold harmless Lender and the officers, directors, shareholders, agents, attorneys and employees of Lender, and the successors and assigns of each of the foregoing (all of such persons or entities being collectively referred to herein as "Indemnified Parties" and each such reference shall refer jointly and severally to each such persons) from and against the full amount of any and all Losses (as hereinafter defined), regardless of the acts or omissions of Indemnified Parties except as hereinafter specifically excepted. "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits and costs and expenses (including but not limited to all costs and expenses associated with court and/or administrative proceedings (through the appellate level), such as condemnation, bankruptcy and other administrative proceedings, as well as any other of the foregoing where a proof of claim is by law required to be filed, or in which it becomes necessary to defend or uphold the terms of this Agreement, together with reasonable attorneys' fees and other professional and consultant's expenses incurred in investigating, preparing for, serving as a witness in or defending against any action or proceeding whether actually commenced or threatened), arising from, in respect of, as a consequence of, or in connection with any of the following: (i) the presence, use, storage, disposal, processing, generation, transportation, treatment, discharge or release of any Hazardous Substances in, on, from or with respect to the Premises, regardless of whether the same is performed by Indemnitors or any other person or entity; (ii) the removal of any Hazardous Substances on, from or with respect to the Premises, regardless of whether or not such removal is performed by Indemnitors or any other person or entity and regardless of whether or not such removal is rendered voluntarily or pursuant to a court order or the order of an administrative agency; (iii) claims asserted by any person or entity (including, without limitation, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, public body, court or administrative tribunal (a "Governmental Agency")), in connection with or in any way arising out of the presence, use, storage, disposal, processing, generation, transportation, treatment, discharge or release of any Hazardous Substances in, on, from or with respect to the Premises, either prior to or after the date of this Agreement and either prior to or after the time that Borrower became the owner of the Premises; (iv) the violation or claimed violation of any Environmental Laws in regard to the Premises, whether such violation or claimed violation occurred prior to or after the date of this Agreement and regardless of whether such violation occurred prior to or after the time that Borrower became the

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owner of the Premises; (v) the preparation of an Environmental Audit on the Premises, whether conducted or authorized by Indemnitors or any other person or entity and the implementation of any Environmental Audit's recommendations; (vi) the cost of enforcing this Agreement; and (vii) any other environmental matter respecting the Premises. Lender may employ the attorneys and/or consultants of its choice.

(b) Lender's Self-Help Rights. If Indemnitors fail to comply with the requirements of any Environmental Law, to perform any Remedial Work as required herein, or to perform any other obligation of Indemnitors hereunder, Lender may at its election, but without any obligation to do so, take any and all actions as Lender shall deem necessary or advisable in order to cure Indemnitors' failure, in which event Indemnitors shall reimburse Lender for all costs and expenses thereof or incurred in connection therewith, as provided in Section 5.

5. Payments. Payments due Lender and other Indemnified Parties under this Agreement shall be due and payable as the same are incurred, without the requirement that such party wait for the ultimate outcome of any litigation, claim or other proceeding. Within a reasonable time after any sums are expended or any losses are incurred, the Lender or other Indemnified Party (as applicable) shall notify Indemnitors thereof; provided, however, that failure to give such notice shall not relieve Indemnitors from any liability, duty or obligation hereunder. Indemnitors will pay sums due within thirty (30) days after receipt of notice itemizing the amounts incurred to the effective date of such notice. Indemnitors shall pay interest on any amount not paid when due at an interest rate equal to the Default Rate (as defined in the Note), but in no event to exceed the maximum interest rate allowed by law.

6. Separate Obligations. The purpose of this Agreement is to protect Lender against liability, loss, damage, cost or expense with respect to Hazardous Substances and Environmental Laws relating to the Premises as provided in this Agreement, and not as security for payment of the indebtedness evidenced by the Note or performance of the obligations under the Mortgage, and the Collateral Loan Documents. The obligations of Indemnitors under this Agreement are separate from, independent of and in addition to the indebtedness and obligations under the Note, the Mortgage, and the Collateral Loan Documents. The liability of Indemnitors under this Agreement shall not be limited to or measured by the amount of the indebtedness owed under the Note or the Mortgage or the value of the Premises. Although this Agreement may be secured by the Mortgage, the obligations hereunder are separate and independent, and shall not be extinguished by the release or foreclosure of the Mortgage. Indemnitors shall be fully, jointly and severally, and personally liable for all obligations of Indemnitors under this Agreement and a separate action may be brought and prosecuted against any or all of the Indemnitors on this Agreement. The liability of Indemnitors under this Agreement shall not be subject to any limitation set forth in the Note, the Mortgage, or any of the Collateral Loan Documents on personal liability for the payment of the indebtedness evidenced by the Note, or the remedies of Lender for enforcement of the obligations under the Note, the Mortgage, or the Collateral Loan Documents or the recourse of Lender for satisfaction of such obligations. This Agreement and the obligations of Indemnitors hereunder shall survive, and remain in full force and effect after any satisfaction or release of the



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Mortgage, or any foreclosure of the Mortgage (whether by judicial action, exercise of the power of sale, deed in lieu of foreclosure, or otherwise) with respect to any release or threatened release of any Hazardous Substances in, on or under the Premises or any past, present or future violation of any Environmental Laws at the Premises which occurred, or the onset of which occurred, before such satisfaction or release or foreclosure, and Lender shall have the right to enforce this Agreement after any such satisfaction or release or foreclosure. To the extent permitted by applicable law, Indemnitors waive the right to assert any statute of limitations as a bar to the enforcement of this Agreement or to any action brought to enforce this Agreement. This Agreement shall not affect, impair or waive any rights or remedies of Lender or any obligations of any Indemnitor with respect to Hazardous Substances created or imposed by Environmental Laws (including Lender's rights of reimbursement or contribution under Environmental Laws). The remedies in this Agreement are cumulative and in addition to all remedies provided by law.

7. Notices. Any notice that Indemnitors or Lender may be required or entitled to give to the other party hereunder shall be in writing and shall be deemed given when the same is (a) delivered by personal service, (b) delivered by a nationally recognized overnight delivery service; or (c) mailed by certified mail, postage prepaid, return receipt requested, addressed as specified below:

Lender:

LabeBank  
4343 North Elston Avenue  
Chicago, Illinois 60641  
Attn: Brian Masterton.

Indemnitors:

Shahida Sindhu  
100 N. Elmhurst Road  
Prospect Heights, Illinois 60056 and

Sultan Petroleum, Inc. and  
Tony Wahbeh  
9245 N. Kilpatrick  
Skokie, Illinois 60076

The addresses set forth above may be changed as to any party by such party delivering to the other parties written notice as to such change of address.

8. Captions, Gender, and Number. Any section or paragraph, title or caption contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

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9. Inconsistent Provisions. Indemnitors further acknowledge and agree that the provisions hereof are in addition to and in no fashion a limitation on the obligations of Borrower under the Note, the Mortgage, and the Collateral Loan Documents. To the extent the terms hereof are inconsistent with the terms of the Note, the Mortgage, or any of the Collateral Loan Documents, or there is an ambiguity between the terms hereof and any of said documents, the provision most favorable to Lender shall control.

10. Indemnified Parties' Rights. The parties hereto expressly acknowledge that this Agreement is made expressly for the benefit of the Indemnified Parties.

11. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties named herein and their respective successors and assigns. Indemnitors' obligations hereunder shall remain in full force and effect notwithstanding a foreclosure conducted pursuant to the Mortgage, the making of a deed in lieu of foreclosure by the Indemnitors in favor of Lender or a transfer of any other interest in the Premises, whether by Indemnitors or Lender or by any successor or assignee of Indemnitors or Lender.

12. Failure or Indulgence not Waiver. No failure or delay on the part of any Indemnified Party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power, right or privilege preclude any other or future exercise of any such power, right or privilege. All powers, rights and privileges hereunder are cumulative to, and not exclusive of, any powers, rights or privileges otherwise available.

13. Joint and Several Liability. The obligations and liabilities of the Indemnitors are joint and several.

14. Governing Law. To the extent permissible by law, this Agreement shall be governed by and construed in accordance with the laws of Illinois.

15. Time is of the Essence. Time is of the essence of this Agreement.

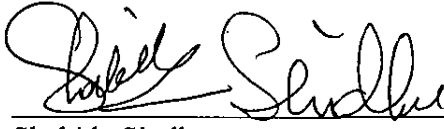
16. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, INDEMNITORS WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF THIS AGREEMENT AND WAIVE ANY RIGHT TO REQUIRE LENDER AT ANY TIME TO PURSUE ANY REMEDY IN LENDER'S POWER WHATSOEVER.

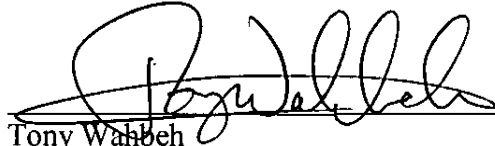
17. JURISDICTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, INDEMNITORS HEREBY IRREVOCABLY SUBMIT TO PERSONAL JURISDICTION IN ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, OR AT THE OPTION OF THE LENDER, ANY COURT IN WHICH THE LENDER DECIDES TO INITIATE LEGAL OR EQUITABLE PROCEEDINGS

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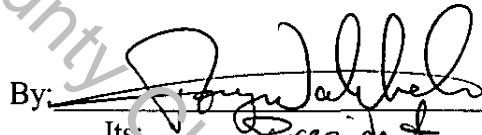
CONCERNING THIS AGREEMENT, PROVIDED SUCH COURT HAS SUBJECT MATTER JURISDICTION OVER THE MATTER AND CONTROVERSY, FOR THE ENFORCEMENT OF INDEMNITORS' OBLIGATIONS HEREUNDER, AND WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN ILLINOIS FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH OBLIGATIONS. FURTHERMORE, TO THE EXTENT PERMITTED BY LAW, INDEMNITORS HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT OR OTHER PROCESS OF THE PAPERS ISSUED THEREIN AND AGREE THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE INDEMNITORS AT THEIR ADDRESSES SET FORTH HEREIN.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered under seal as of the day and year first written above.

  
\_\_\_\_\_  
Shahida Sindhu

  
\_\_\_\_\_  
Tony Wahbeh

SULTAN PETROLEUM, INC., an Illinois corporation

By:   
\_\_\_\_\_  
Its: President



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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1: The West 181.94 feet of the North 274.3 feet of Lot 48 (excepting therefrom the West 17 feet taken by condemnation per case 61 S 1681 and that part taken for Dan Ryan expressway) In W.F. Kaiser and Company's Addition to Midlothian Acres, a subdivision in fractional Sections 14, 7 and 23, Township 36 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

PARCEL 2: The West 30 feet (except the West 17 feet thereof) of Lot 48 (except the West 181.94 feet of the North 274.3 feet) in W.F. Kaiser and Company's Addition to Midlothian Acres, except that part taken for Dan Ryan expressway (conveyed to the County of Cook of the State of Illinois by Document Number 20432806), a subdivision in fractional Section 14, 7 and 23, Township 36 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

Lot 48 (except the West 181.94 feet of the North 274.3 feet and except the West 30 Feet lying South of the North 274.3 feet thereof and except that part taken for Dan Ryan expressway (conveyed to the County of Cook of the State of Illinois by Document Number 20432806) in W.F. Kaiser and Company's Addition to Midlothian Acres except that part taken for Dan Ryan expressway (conveyed to the County of Cook of the State of Illinois by Document Number 20432806), a subdivision in fractional Sections 14, 7 and 23, Township 36 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

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