

## EXHIBIT "C"

### MEMORANDUM OF SBA ENVIRONMENTAL INDEMNIFICATION AGREEMENT

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SBA Loan No. PLP 34824350-08

4000643101 5/18  
This Memorandum of SBA Environmental Indemnification Agreement ("**Memorandum**") dated June 25, 2013 is executed by American Gas & Food Mart Inc. (whether one or more, "**Borrower**"), Mirza A. Baig (whether one or more, "**Third Party Indemnitor**"), First Colorado National Bank dba First Capital Bank ("**Lender**"), and the U.S. Small Business Administration ("**SBA**").

#### I. PURPOSE OF MEMORANDUM

The purpose of this Memorandum is to provide constructive notice of the unrecorded SBA Environmental Indemnification Agreement of even date with this Memorandum entered into by Borrower, Third Party Indemnitor, SBA and Lender (the "**Agreement**") pertaining to the real and personal property described therein including the land located at 4359 N. Pulaski, Chicago, IL 60641 and legally described in Exhibit "A" attached hereto (collectively, the "**Property**"). The Agreement contains, but is not limited to, the following provisions, which are addressed in greater detail therein:

**A. Indemnification and Remediation.** Borrower and Third Party Indemnitor agree to indemnify SBA and Lender against certain losses, liabilities, damages, etc., including attorney fees and costs, related to environmental contamination associated with the Property and other matters addressed and more fully set forth in the Agreement.

**B. Release and Waiver.** Borrower and Third Party Indemnitor release and waive all rights, claims and causes of action against SBA and Lender with regard to environmental contamination at the Property and other matters addressed in the Agreement including the right to enforce any provision recorded in the chain of title to the Property that alters SBA or Lender's legal rights, remedies or responsibilities.

**C. Warranties and Covenants.** Indemnitors warrant, among other things, that there are no documents recorded against the Property that would enable Third Party Indemnitor or its affiliates to control the use or ownership of the Property, such as a right of first refusal, purchase option, repurchase option, restrictive covenant, deed restriction, etc.; and covenant, among other things, not to record or cause to be recorded any such document before Borrower's SBA Loan has been paid in full.

**D. Subordination.** Third Party Indemnitor unconditionally subordinates to SBA and Lender's Mortgage recorded in volume N/A of N/A, page N/A, under auditor's

Open

# UNOFFICIAL COPY

file number N/A, records of N/A County, State of N/A any right, title or interest Third Party Indemnitor has with respect to the Property, whether of record or not, including the following:

Third Party Indemnitor's N/A dated N/A, recorded in volume N/A of N/A, page N/A under auditor's file number N/A, records of N/A County, State of N/A.

## II. CONFLICTING TERMS OR PROVISIONS

Terms used in this Memorandum that are not defined herein, but are defined in the Agreement shall have the meaning provided in the Agreement. To the extent any term or provision of this Memorandum conflicts with any term or provision of the Agreement, the terms and provisions of the Agreement shall control.

## III. COUNTERPARTS

The parties may sign this Memorandum in identical counterparts. The signature pages from the separately signed counterparts may be attached to one copy of this Memorandum to form a single document.

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**Borrower: American Gas & Food Mart Inc.**

By: Mirza A. Baig  
 Name and Title: Mirza A. Baig, President  
 Address: 4359 N. Pulaski, Chicago, IL 60641  
 Telephone Number: 773-317-8099  
 Facsimile Number:

STATE OF Illinois )  
 )SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of June, 2013, before me, the undersigned Notary Public, personally appeared Mirza A. Baig of American Gas & Food Mart Inc., and known to me to be the President of the corporation that executed the SBA Environmental Indemnification Agreement and acknowledged this to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this SBA Environmental Indemnification Agreement and in fact executed the SBA Environmental Indemnification Agreement on behalf of the corporation.

Given under my hand and seal, this 2<sup>nd</sup> day of June, 2013.

  
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 Notary Public



Cook County Clerk's Office





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## EXHIBIT "A"

LOTS 7, 8, 9 AND 10 IN BLOCK 1 IN SUBDIVISION OF BLOCKS 1 TO 31, BOTH INCLUSIVE, OF W. B. WALKER'S ADDITION TO CHICAGO, IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 4359 North Pulaski Road, Chicago, IL 60641  
Tax Number: 13-14-300-001

Property address: , , IL  
Tax Number: 13-14-300-002

Property address: , , IL  
Tax Number: 13-14-300-003

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