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EXHIBIT "C"

Doc#: 1318647022 Fee: \$76.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Cook County Recorder of Deeds

Date: 07/05/2013 10:55 AM Pg: 1 of 6
MEMORANDUM OF SBA ENVIRONMENTAL INDEMNIFICATION

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SBA Loan No. PLP 34824350-08

AGREEMENT

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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 50641 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. Berrower 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

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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 docurrent.

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Borrower:\American Gas & Food Mart Inc. **↓**By: Name and Title: Mirza Al Baig, President Address: 4359 N. Pulaski, Chicago, IL 60641 Telephone Number: 773-317-8099 Facsimile Number: STATE OF Ill cour COOK **COUNTY OF** On this 25th 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 SDA 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 21th day of June, 2013. Notary Public OFFICIAL SEAL D IMUNDO Dis Clork's Office MY COMMISSION EXPIRES:05/16/1/

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Third Party Indemnitor: Mirza A. Baig
Name and title: Mirza A. Baig individually Address: 3139 Preakness Dr., Aurora, IL 60504 Telephone Number: 773-317-8099 Facsimile Number:
STATE OF ICCOOK SSS COUNTY OF COOK SSS
On this 25th day of June, 2013 before me, the undersigned Notary Public, personally appeared Nirza A. Baig, individually, to me known to be the individual described in and who executed the SBA Environmental Indemnification Agreement, and acknowledged that they signed the SBA Environmental Indemnification Agreement, as their free and voluntary act and deed, for the uses and purposes therein mentioned.
Given under my hand and seal, seas 25th day of June, 2013.
Notary Public OFFICIAL SEAL D IMUNDO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05:16/15
First Chloradio National Back cha First Capital Bank By: What L. William Capital Bank Name and Title: Monika Hoefling, VP Address: 1101 Perimeter Dr., Sec. 410. Schaumburg, IL 60173
Tolombono Numbon 947 279 2254
Facsimile Number: 847-278-3355 STATE OF ICCOUNT
STATE OF ICCINOIS
COUNTY OF COOK)SS
On this 25 th day of June, 2013, before me, the undersigned Notary Public, personally appeared Monika Hoefling, Vice President, of First Colorado National Bank dba First Capital Bank, and known to n.e to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.
Given under my hand and seal, this 25th day of June, 2013. Notary Public
Notary Fublic
OFFICIAL SEAL D IMUNDO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05:16(15)

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U. S. Small Business Administration Name and Title: Monika Hoefling, VP Address: 1101 Perimeter Dr., Ste 410, Schaumburg, IL 60173 Telephone Number: 847-278-3364 Facsimile Number: 847-278-3355 STATE OF Telemoin COUNTY OF COOK On this 25th day of June, 2013, before me, the undersigned Notary Public, personally appeared Monika Hoefling the Vica President, of First Colorado National Bank dba First Capital Bank, and known to me to be the authorized af en for the U.S. Small Business Administration that executed the within and foregoing instrument and acknowled sed said instrument to be the free and voluntary act and deed of the said U.S. Small Business Administration, duly authorized by the U.S. Small Business Administration, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this said instrument on behalf of the U.S. Small Busines Administration. Given under my back and seal, this 2. th day of June, 2013. OFFICIAL SEAL D IMUNDO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/16/15 A copy of each notice, demand and other correspondence with regard to this Agreement must include the S5A loan number and be sent to: Associate General Counsel for Litigation Clarks Office of General Counsel U.S. Small Business Administration 409 3rd Street S.W. Washington, DC 20416 And to: Legal Counsel for [Insert name of SBA District Office] Name: Address:

Phone Number:

Fax Number:

ATTACHMENTS:

Exhibit "A" - Legal Description of Real Property Securing Loan

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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: +359 North Pulaski Road, Chicago, IL 60641

Tax Number: 13-14-209-001

Property address: , , IL Tax Number: 13-14-300-062

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