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Doc#. 1919049100 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 07/09/2019 10:34 AM Pg: 1 of 4

Prepared by: Carrie A. Dilan
Cohon Raizes & Regal LLP
JOS S. LaSalle st, Suite 1440
Chicago, IL 60604

After Recording Return to:

First Secure Community Bank 670 N. Sugar Grove Parkway (Rt.47) Sugar Grove, IL 60554

303648NCT 3.4 3 ENVIRONMENTAL INDEMNIFICATION AGREEMENT

In consideration of any extension of credit whether heretofore or hereafter made by First Secure Community B was an Illinois banking institution (hereinafter referred to as "Bank") at its offices located at 670 N. Sugar Grove Parkway (Rt.47), Sugar Grove, IL 60554, to Webster Point Properties, Inc., an Illinois corporation (the "Borrower"), pursuant to that certain loan agreement between Bank and Borrower (the Loan Agreement") of even date herewith, the undersigned hereby indemnifies Bank against and agree to hold Bank harmless from any and all:

- (a) claims, losses, dariages, liabilities, penalties, fines, charges, interest, judgments, administrative and judicial proceedings, voluntary or involuntary, remedial actions including property maintenance and enforcement actions of any kind, public or private, arising directly or indirectly, in whole or in part, out of (i) the presence of any Hazardous Materials, as hereafter defined, on, under or from the Premises (as defined in the Loan Agreement) and as described in Exhibit "A" hereto, and (ii) any activity carried on or undertaken on or off the Premises either prior to or after the date of this Environmental Indomnification Agreement, whether by Borrower or any predecessor in title or any employees, agents, affiliates, contractors or subcontractors of Borrower or any predecessor in title, or any third persons in connection with the use, handling, treatment, removal, storage, decontamination, clean up, transport or disposal of any Hazardous Materials at any time located or present on the Premises; and
- (b) costs and expenses incurred by Bank in connection with any occurrence, event, matter or circumstance described in the preceding paragraph (a) including, without limitation, Bank's reasonable attorneys' fees and expenses, court costs, and all other out-of-pocket expenses.

The Hazardous Materials Indemnity shall also apply to any residual contamination on or under the Premises and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport, or disposal of any Hazardous Materials, whether or not such activities were or will be taken in accordance with then applicable laws, regulations, codes and ordinances or otherwise.

Hazardous Materials, as used in this Agreement shall mean any flammables, explosives, radioactive materials, hazardous wastes, friable asbestos or any material containing asbestos, toxic substances or related materials, including, without limitation, substances now or hereafter defined as hazardous substances, hazardous materials or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.),

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The Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et. seq.), any so-called "Superfund" or "Superlien" law, or any other applicable federal, state or local law, common law, code, rule, regulation, or ordinance, presently in effect or hereafter enacted.

The undersigned further agree to immediately notify Bank in writing either personally, by nationally recognized overnight delivery service, or by mail, addressed to Bank at the address listed below, (or at the address of any other party designated by Bank in writing) in the event that:

- it receives any notice or inquiry from any federal, state or local environmental agency regarding the actual or potential use, generation, storage, handling, clean up, treatment, removal, transport, or disposal of any Hazardous Materials on, under or about the Premises:
- (b) it receives any notice of claim of loss, damage, or liability from any non-governmental agency, department or entity, or private party resulting from the presence of Hazardous Materials on or about the Premises.

Notwithstanding any provision of any previous agreement between Borrowers and Bank to the contrary, this Agreement shall continue indefinitely in full force and effect and survive the satisfaction, termination, suspension or cancellation of any and all other obligations and agreements between Bank and Borrower, including a foreclosure or deed in lieu of foreclosure.

This Agreement may be executed in leveral counterparts, and each executed counterpart shall constitute an original instrument, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Clart's Office effective date set forth below.

Dated: June 26, 2019

BORROWER:

Webster Point Properties Inc.

By:_ Amos Lev Levy President

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Czech Republic District of Prague U.S. EMBASSY PRAINT Prague 88 Embassy of the United States PRAGUE, CZECH REPUBLIC

The undersigned, a Notary Public in and for the U.S. Embassy Prague, Prague, Czech Republic, DOES HEREBY CERTIFY that Amos Lev Levy, the President of Webster Point Properties Inc., also doing business as Webster Point Properties, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 2019. SOLAT OR CO

SEAL

My Commission expires:

MY COMMISSION IS INDEFINITE

Notary Public

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EXHIBIT A DESCRIPTION OF PREMISES

The Premises referred to herein below is situated in the County of Cook, State of Illinois, and is described as follows:

Parcel 1: Lot 15 in Block 4 in Fullerton's Addition to Chicago a subdivision of that part of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the North Branch of the Chicago River and that part of the North Half of the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of said Chicago River and West of the Chicago and Northwestern Railroad, Milwaukee Division, in Cook County, Illinois.

Parcel 2: Lot 16 in Block of in Fullerton's Addition to Chicago a subdivision of that part of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the North Branch of the Chicago River and that part of the North Half of the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of said Chicago River and West of the Chicago and Northwestern Railroad, Milwaukee Division, in Cook County, Illinois.

Parcel 3: Lot 17 in Block 4 in Fullerton's Addition to Chicago a subdivision of that part of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the North Branch of the Chicago River and that part of the North Half of the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of said Chicago River and West of the Chicago and Northwester. Railroad, Milwaukee Division, in Cook County, Illinois.

Parcel 4: Lot 18 in Block 4 in Fullerton's Addition to Chicago a sub livision of that part of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Trincipal Meridian, lying West of the North Branch of the Chicago River and that part of the North Half of the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Me idian, lying West of said Chicago River and West of the Chicago and Northwestern Railroad, Milwaulee Division, in Cook County, Illinois.

Parcel 5: Lots 19, 20 and 21 in Block 4 in Fullerton's Addition to Chicago a subdivision of that part of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the North Branch of the Chicago River and that part of the North Half of the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of said Chicago River and West of the Chicago and Northwestern Railroad, Milwaukee Division, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 14-31-206-001-0000, 14-31-206-002-0000, 14-31-206-003-0000, 14-31-206-004-0000 and 14-31-206-005-0000

PROPERTY ADDRESS:

1820 W. Webster Avenue Chicago, Illinois 60614