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INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT ("Indemnity") is made as of February 13, 2000, by CLARK RETAIL ENTERPRISES, INC., a Delaware corporation ("Indemnitor"), for the benefit of NORTHWEST INDIANA HABITAT FOR HUMANITY, INC., an Indiana Nonprofit corporation, and is made with reference to the recitals set forth below, and in consideration of the covenants and agreements set forth below, and other valuable consideration, the receipt and sufficiency of which are acknowledged.

Recitals

A. OTG 2 LLC, a Delaware limited liability company and wholly-owned subsidiary of Indemnitor ("Owner"), has conveyed to Indemnitee certain real property located at 4441 Hohman Avenue, Hammond, Indiana and legally described as follows: Lot 6 and the South 1/2 of Lot 7, Block 2, Towle's Second Addition, City of Hammond, as per plat thereof, recorded in Plat Book 1, page 102, Office of the Recorder, Lake County, Indiana (the "Property"), pursuant to quitclaim deed of even date herewith.

B. To induce Indemnitee to accept the Property, the Indemnitor has agreed to provide Indemnitee with certain agreements with respect to hazardous substances and to enter into this Indemnity for the benefit of Indemnitee.

Agreement

Indemnitor and Indemnitee agree as follows:

1. Subject to the limitations in this Indemnity, Indemnitor hereby agrees to indemnify and hold harmless Indemnitee, and its officers, directors, partners, employees and agents, against any liability, loss, claim, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "Indemnified Losses") to which any of the foregoing parties may become subject insofar as they may arise out of or are based upon any of the following: any violation or claim of violation of Environmental Laws with respect to the Property arising out of operation of a gasoline station on adjoining property by Owner or Indemnitor.

2. Those costs, damages, liabilities, losses, claims, expenses (including, without limitation, reasonable attorneys' fees and disbursements) for which Indemnitee is indemnified hereunder shall be reimbursable to Indemnitee as incurred without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such costs, expenses, damages, liabilities, losses, and claims (including, without limitation, reasonable attorneys' fees and disbursements) to Indemnitee as incurred within 30 days after notice from Indemnitee itemizing the amounts incurred to the date of such notice.

3. As used herein, "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, hydrocarbons (including, without limitation, naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, urea formaldehyde insulation, radioactive materials, biological substances and any other kind and/or type of

pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule, regulation or order relating to the manufacture, storage, use, handling, discharge, transport, disposal, treatment or clean-up of hazardous or toxic substances or materials, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

4. Any notice, communication, request or other documents or demand permitted or required hereunder shall be in writing and delivered by certified mail or prepaid overnight courier as follows:

If to Indemnitor:

Clark Retail Enterprises, Inc.
800 Roosevelt Road
Building E-3rd Floor
Glen Ellyn, Illinois 60137
Attention: Real Estate Department

If to Indemnitee:

Northwest Indiana Habitat for Humanity, Inc.
P.O. Box 427
Hammond, Indiana 46325
Attention: P. Pazera

5. This Indemnity shall be governed by the internal laws of the State of ~~Illinois~~ ^{INDIANA CAS}

6. The failure of any party to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against such party, nor excuse any of the parties from their obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the party to be bound. This Indemnity is subject to enforcement at law and/or equity, including, without limitation, actions for damages and/or specific performance.

7. This indemnity is solely for the benefit of Indemnitee and may not be assigned, either voluntarily or by operation of law, without the consent of Indemnitor.

8. Indemnitor shall have no liability for Indemnified Losses which arise as a result of or are related to use of the Property for any purpose other than single family or two unit residential occupancy.

9. Indemnitee shall promptly notify Indemnitor of any event which might give rise to an Indemnified Loss which is the subject of indemnification under this Indemnity and shall cooperate with Indemnitor in the defense of any such Indemnified Loss. Indemnitor shall have the right to select counsel for the defense of any such Indemnified Loss, which counsel may defend Indemnitor and Indemnitee hereunder, unless such representation creates a conflict of interest for such counsel. Indemnitee shall not have a right to reimbursement of attorneys' fees

or investigative costs unless Indemnitor fails to assume the defense of any such Indemnified Loss or counsel has such a conflict. Indemnitor shall have the right to control any proceeding over which Indemnitor has provided defense pursuant to this Indemnity. Indemnitor shall not be liable for payments relating to the resolution of any dispute or settlement of any Indemnified Loss effected without the written consent of Indemnitor, which consent shall not be unreasonably withheld. Indemnitor may settle any Indemnified Loss involving the payment of money and Indemnitee hereunder shall cooperate in effecting such settlement so long as Indemnitor provides the funds for such settlement; provided that the Indemnitor shall not settle or compromise any Indemnified Loss or consent to the entry of any judgment involving injunctive relief against Indemnitee without the written consent of Indemnitee, not to be unreasonably withheld.

10. Notwithstanding anything to the contrary contained, Indemnitor shall not have any liability or obligation arising out of any violation of Environmental Laws which (a) is caused by any Hazardous Substances which were located in, on, over or under the Property prior to Owner's acquisition of the Property or related to any Hazardous Substances which are released or are otherwise located in, on, over or under the Property on or after the date hereof, (b) relates to any Hazardous Substances other than petroleum or petroleum products, or (c) is the result of any use other than as described in paragraph 8.

11. This Indemnity and all liability and obligation of Indemnitor hereunder shall terminate on the earlier to occur of (a) the ten (10) year anniversary of the date hereof and (b) the date the Property is used for any purpose other than as described in paragraph 8, except for Indemnified Losses which are the subject of a written notice of Indemnified Loss prior to such anniversary or the commencement of such use.



IN WITNESS WHEREOF, this Indemnity Agreement has been duly executed under seal by the undersigned as of the date and year first above written.

Clark Retail Enterprises, Inc.

By: C. A. [Signature]
Its: DIRECTOR, REAL ESTATE

Document
NOT OFFICIAL!
**This Document is the property of
the Lake County Recorder!**

Agreed and accepted as of this 23rd day of February, 2000, 1999

Northwest Indiana Habitat for Humanity, Inc.,
an Indiana nonprofit corporation

By: [Signature]
Name: TAGHI ARSHANI
Title: PRESIDENT

