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### **LOAN AGREEMENT**

**THIS LOAN AGREEMENT** ("Loan Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the VILLAGE OF ORLAND PARK, a home rule Illinois municipal corporation ("**Lender**") and NORMAN'S CLEANERS AND FORMAL WEAR, INC., an Illinois business corporation ("**Borrower**"), RICHARD J. VUILLAUME, individually ("**Guarantor**"), and RICHARD J. VUILLAUME, not individually but as trustee of the RICHARD J. VUILLAUME TRUST AGREEMENT DATED SEPTEMBER 5, 2014 ("**Pledgor**"). Lender, Borrower, Guarantor, and Pledgor are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

### **WITNESSETH:**

**WHEREAS**, Lender is a home rule municipality that currently owns real property at the northwest corner of South LaGrange Road and 143rd Street in Orland Park, Illinois that was previously used by Borrower as a dry-cleaning business ("**Site**"); and

**WHEREAS**, as a result of Borrower's dry-cleaning activities, the Site suffered from certain soil pollution for which Borrower is responsible for remediating, with such required remediation being shown in the work proposal attached hereto as Exhibit 1 ("**Environmental Cleanup**"); and

**WHEREAS**, the estimated cost of the Environmental Cleanup is \$251,408.00 and Borrower's current known funding for the Environmental Cleanup is \$75,000.00; and

**WHEREAS**, Lender is willing and able to assist in funding the remaining Environmental Cleanup costs by providing a loan to Borrower; and

**WHEREAS**, Guarantor, as an individual with an ownership interest in Borrower, is willing and able to provide a personal guarantee of the repayment of said loan; and

**WHEREAS**, Pledgor, a valid Trust under Illinois law, is willing and able to pledge certain collateral to secure said loan; and

**WHEREAS**, it is in the best interest of Lender enter into this Loan Agreement; and

**WHEREAS**, all Parties recognize that it is desirable to memorialize the conditions of said loan and their respective duties and responsibilities concerning the same in this Loan Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, being represented by counsel, hereby agree as follows:

### **ARTICLE I – REMEDIATION PROJECT**

**1.1. Incorporation of Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into this Loan Agreement as if set forth at length herein.

**1.2. Costs.** The total cost of the Environmental Cleanup is estimated to be \$251,408.00 ("**Total Cost**"). The Total Cost includes all costs necessary to obtain a valid no further remediation letter ("NFR Letter") that is acceptable to the Lender and has been issued by the Illinois Environmental Protection Agency ("IEPA") for the Site in recordable form reflecting that the remediation work with respect to the Site satisfies Tier 1 residential objectives as set forth in the Tiered Approach to Cleanup Objectives

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("TACO"), 35 Ill. Adm. Code Part 742. The Parties acknowledge and understand that the incremental costs to clean up the Site to the residential TACO objectives ("**Residential Costs**") are estimated to be \$14,455.00 and the costs to clean up to the industrial/commercial TACO objectives ("**I/C Costs**") is estimated to be \$236,953.00. Borrower is responsible for and shall pay all I/C Costs, regardless of whether said costs are in excess of the estimate. Lender hereby agrees to pay for all Residential Costs, regardless of whether said costs are in excess of the estimate. Borrower shall in a diligent and timely manner take all steps necessary to obtain the NFR Letter for the benefit of both Parties and upon receipt shall immediately provide it to the Lender for recording.

**1.3. Cost Overages.** The Parties acknowledge that the Total Cost is an estimate, and additional costs could be incurred ("**Cost Overage**"). To the extent a Cost Overage is an I/C Cost, Borrower will be obligated to pay such Cost Overage, regardless of the cause of such Cost Overage. The Consultant shall determine, in his sole discretion, whether a Cost Overage is a Residential Cost or not, and the Consultant shall provide a written explanation to the Parties as to how such determination was made.

**1.4. Dry-Cleaner Fund.** The Consultant has previously submitted, on behalf of Borrower, a request to the Illinois Drycleaner Environmental Response Trust Fund ("**Fund**") to obtain reimbursement for the I/C Costs. The Fund pre-approved the request and agreed to provide up to \$236,953.00 in reimbursement funding pursuant to a letter dated July 23, 2014 (attached hereto as Exhibit 2). Both Parties acknowledge that such approval was granted to reimburse Borrower for the I/C Costs only. Notwithstanding any provision to the contrary herein, Borrower agrees that upon receiving any payments, reimbursements, or disbursements from the Fund, it will immediately sign-over such payments, reimbursements, or disbursements from the Fund to Lender as payment on the Credit Line Account (as that term is defined below). Once the Credit Line Account is paid in full, Borrower may retain excess payments, reimbursements, or disbursements from the Fund as a reimbursement for the Deposit Amount. Borrower acknowledges that it is responsible for the I/C Costs regardless of whether they are greater than the Fund's reimbursement approval amount pursuant to Section 1.3 above.

**1.5. Consultant.** Both Lender and Borrower have separately retained Edward J. Cooney Ph.D., P.E., of E. Cooney Associates, Inc., located at 359 East Webster Avenue, Elmhurst, IL 60126, to provide consultation in completing the Environmental Cleanup and obtaining reimbursement from the Fund (the "**Consultant**"). To the extent the Consultant charges fees associated with the I/C Costs, Borrower will be obligated to pay the same. To the extent the Consultant charges fees associated with the Residential Costs, Lender will be obligated to pay the same. The Parties will instruct the Consultant to create separate line item statements for each subcategory of costs in compliance with the Fund's requirements. Both parties shall be entitled to such statements to ensure all costs are accurately reflected.

**1.6. Subcontractors.** The work necessary to complete the Environmental Cleanup will be carried out by various subcontractors ("**Subcontractors**"). The Consultant will locate and hire the Subcontractors. The Parties will instruct the Consultant to provide copies of all invoices to both Parties, provided however that Borrower will be responsible for the invoices for I/C Costs and Lender will be responsible for the invoices for the Residential Costs as provided for in Sections 1.2 and 1.3 above. The Parties will instruct the Consultant to provide invoices that comply with the Fund requirements for reimbursement.

**1.7. Remediation Work.** Lender shall grant the Consultant and Subcontractors a limited, nonexclusive, and nontransferable license to access the Site and complete the Environmental Cleanup. Borrower, Guarantor, and Pledgor shall access the Site only upon prior written approval from Lender.

**1.8. Withdrawal Conditions.** Before Lender shall be obligated to make a disbursement from the Deposit Amount or a Credit Line Advance to pay an invoice provided to Borrower by the Consultant for

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an I/C Cost, Borrower shall satisfy each of the following conditions ("**Withdrawal Conditions**"):

- (a) Borrower shall provide Lender with a copy of the invoice from the Consultant showing the cost and scope of the work to be performed, which shall be supported by data substantiating the Consultant's right to payment as Lender may reasonably require;
- (b) Borrower shall provide Lender a written statement indicating whether the Fund has previously agreed to reimburse the invoice amount;
- (c) Borrower shall provide Lender written approval from the Consultant verifying the necessity of the cost, the scope of the work, and whether the Fund has previously agreed to reimburse the invoice amount;
- (d) To the extent not previously provided, Borrower shall provide Lender with certificates of insurance from the Consultant and each Subcontractor that will access the Site;
- (e) To the extent not previously provided, Borrower shall provide Lender with a contractor's sworn statement, duly executed and acknowledged and in form satisfactory to Lender and in accordance with Section 5 of the Illinois Mechanics Lien Act, listing all subcontracts and the amount of each such subcontract, together with a similar sworn statement from each Subcontractor pursuant to Section 22 of the Illinois Mechanics Lien Act listing each of the Subcontractor's major material suppliers;
- (f) To the extent not previously provided, Borrower shall provide Lender with waivers of lien, together with such other forms as may be reasonable required by Lender to assure an effective waiver of mechanics, subcontractor's, or material suppliers' liens in compliance with the laws of the State of Illinois; and
- (g) Borrower shall appear at Lender's Village Hall to receive any withdrawal, and at that time, Borrower shall, in the presence of Lender's Finance Director or other duly appointed agent, contemporaneously deliver to Consultant (or to Lender to hold temporarily before transmitting to Consultant) its payment for the invoice for which said withdrawal is being made.

**1.9. Right of Approval.** Lender shall have the right to approve or deny, in its sole discretion, any of the work or invoices presented by Borrower for the Environmental Cleanup. Lender shall not be obligated to (a) disburse any part of the Deposit Amount or (b) make a Credit Line Advance if it does not approve of the work for which said disbursement or advance is being proposed. Lender's right approval is not limited in scope, and approval may be withheld for reasons including, but not limited to, the cost of the work, the Subcontractor chosen, the timeframe for the work to be completed, or otherwise. These rights shall collectively be known as the "**Right of Approval.**"

**1.10. Distribution of Withdrawal.** Upon meeting all conditions precedent to receiving a disbursement from the Deposit Amount or a Credit Line Advance, Borrower shall appear at Lender's Village Hall to receive said disbursement or advance. At that time, Borrower shall contemporaneously deliver to Consultant (or to Lender to hold temporarily before transmitting to Consultant) its payment for the invoice for which said disbursement or advance is being made.

**1.11. Assistance with FUND Reimbursements.** Lender shall provide Borrower with reasonable assistance in applying for reimbursement from the FUND and ensuring compliance with FUND

requirements.

**ARTICLE II – CLOSING CONDITIONS**

All of Lender's obligations under this Loan Agreement are subject to Borrower, Guarantor, and Pledgor satisfying the following conditions precedent (collectively, the "**Closing Conditions**"):

**2.1. Deposit Amount.** Borrower shall deposit with Lender \$75,000.00, which shall be used to defer the I/C Costs ("**Deposit Amount**"). Before issuing a Credit Line Advance to pay for any I/C Cost, Lender shall utilize the Deposit Amount to make disbursements therefrom to Borrower for the purpose of paying invoices received from the Consultant for I/C Costs. Lender shall only be obligated to make a disbursement from the Deposit Amount if (i) the Deposit Amount has not been previously exhausted, (ii) Borrower satisfies the Withdrawal Conditions with respect to the I/C Cost, and (iii) Lender elects to provide its Right of Approval for the I/C Cost. Lender shall arrange to deliver the monies in accordance with the direction from Borrower within forty-eight (48) hours of the Withdrawal Conditions being satisfied and Right of Approval being granted. Borrower shall promptly furnish to Lender written confirmation of receipt of the monies.

**2.2. Title Policy.** At Borrower's expense, Borrower or Pledgor shall deliver or cause to be delivered to Lender or Lender's attorney within customary time limitations and sufficiently in advance of the Closing, as evidence of title in Borrower or Pledgor, a title commitment for a lender's ALTA title insurance policy in the amount of the appraised value of the Collateral with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Closing, subject only to (a) covenants, conditions, and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Collateral and (b) general real estate taxes not due and payable at the time of Closing. The commitment for title insurance furnished by Borrower or Pledgor will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Lender, then Borrower or Pledgor shall have said exceptions, survey matters, or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. Borrower or Pledgor shall furnish Lender at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of a lender's ALTA insurance Policy.

**2.3. Plat of Survey.** Not less than three (3) business days prior to Closing, Borrower shall, at Borrower's expense, furnish to Lender or Lender's attorney a Plat of Survey of the Collateral that conforms to the current minimum standard of practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use, and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

**2.4. Promissory Note.** Borrower shall deliver a fully executed promissory note to Lender evidencing the terms of the Credit Line that is satisfactory to Lender ("**Promissory Note**").

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**2.5. Personal Guarantee.** Guarantor shall deliver a personal guarantee executed by Guarantor that is satisfactory to Lender ("**Personal Guarantee**").

**2.6. Mortgage.** Pledgor shall deliver a mortgage executed by Pledgor that is satisfactory to Lender and grants Lender a first priority mortgage on the Collateral ("**Mortgage**").

**2.7. UCC Financing Statement.** Pledgor shall provide Lender with any information, assistance, or executed forms required for Lender to file a UCC-1 Financing Statement securing any part of the Collateral not consisting of real property.

**2.8. Corporate Resolution.** Borrower shall deliver to Lender a corporate resolution evidencing Borrower's authority to enter into this Loan Agreement ("**Corporate Resolution**").

**2.9. Trust Agreement.** Pledgor shall deliver to Lender a copy of the Trust Agreement governing the terms of the Trust and any subsequent amendments to the same ("**Trust Agreement**").

**2.10. Closing.** Closing shall occur at such time as mutually agreed on by the Parties, provided however that such date shall be after the Opening Date. Closing shall take place at the escrow office of the title company (or its issuing agent) that will issue the lender's ALTA title insurance policy, at the office that is to be agreed mutually by the Parties. Borrower shall provide, at or before Closing, the Deposit Amount, an Affidavit of Title, all other documents required to obtain the lender's ALTA title insurance policy, the Plat of Survey, the Promissory Note, any information required by Lender to file a UCC Financing Statement, and the Corporate Resolution. Guarantor shall provide, at or before Closing, the Personal Guarantee. Pledgor shall provide, at or before Closing, the Mortgage and Trust Agreement.

### **ARTICLE III – AMOUNT AND TERMS OF LOAN**

**3.1. Loan.** This Loan Agreement (together with all riders attached hereto, renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions therefor") by and between Lender, Borrower, and Guarantor evidences Borrower's line of credit (the "**Credit Line**" or the "**Credit Line Account**") issued to Borrower by Lender.

**3.2. Promise to Pay.** Borrower promises to pay Lender the total of all Credit Line Advances and Finance Charges, together with all costs and expenses for which Borrower is responsible under this Loan Agreement. Borrower will pay the Credit Line according to the payment terms set forth in this Loan Agreement.

**3.3. Credit Limit.** Subject to the terms and conditions of this Loan Agreement, including, but not limited to Borrower satisfying all of the Closing Conditions, Lender agrees to provide a line of credit for the principal amount equal to **ONE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FIFTY-THREE DOLLARS (\$161,953.00)** ("**Credit Limit**") to be used exclusively to pay for the I/C Costs and any associated Cost Overages.

Lender shall provide reasonable increases to the Credit Limit for Cost Overages that constitute I/C Costs, so that Borrower may utilize the Credit Line to pay such Cost Overages, provided however that Lender shall not have any obligation to increase the Credit Limit by an amount more than 10% of the initial Credit Limit specified in this Section. Lender, despite not having an obligation to do so, may, in its sole discretion, increase the Credit Limit to any amount above the initial Credit Limit specified in this Section.

Lender, in its sole discretion, may increase the Credit Limit so that Borrower may utilize the Credit Line

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to pay fees charged by the Consultant associated with the I/C Costs.

Except as provided above, the Credit Limit is the maximum amount Borrower may request Credit Line Advances on, and Borrower agrees not to attempt, request, or obtain a Credit Line Advance that will exceed the Credit Limit. Borrower's Credit Limit will not be increased should Borrower overdraw its Credit Line Account.

**3.4. Non-Revolving.** Borrower may borrow against the Credit Line up to the amount of the Credit Limit and repay any portion of the amount borrowed. Borrower may not re-borrow any portion of the Credit Line once borrowed, regardless of whether the previously borrowed amount has been repaid.

**3.5. Term.** The term of the Credit Line will begin as of the date of this Loan Agreement ("**Opening Date**") and will continue until Borrower pays off the entire balance of principal, interest, and any fees or other charges due under this Loan Agreement ("**Termination Date**"). The draw period of the Credit Line will begin on a date, after the Opening Date, when (i) this Loan Agreement is accepted and executed by Lender, (ii) unless otherwise excepted by Lender in its sole discretion, following the perfection of the pledge and security interests in the Collateral described in this Loan Agreement, and (iii) Borrower has satisfied all of the Closing Conditions (the "**Effective Disbursement Date**"). Borrower agrees and understands that Borrower may not receive any Credit Line Advance under the Credit Line until after the Effective Disbursement Date of this Loan Agreement. Borrower may obtain Credit Line Advances during this period ("**Draw Period**"). The Draw Period shall terminate upon earlier of (i) the expenditure of all of the Total Costs and any applicable Cost Overages or (ii) thirty (30) days after the receipt by the Parties of the NFR Letter ("**Draw Period Termination Date**").

**3.6. Credit Line Advances.** Borrower may borrow monies in accordance with the terms of this Loan Agreement by withdrawing amounts therefrom ("**Credit Line Advance**") to pay I/C Costs. Lender shall be obligated to make a Credit Line Advance to Borrower only if (i) the Deposit Amount has been exhausted, (ii) Borrower satisfies the Withdrawal Conditions with respect to the I/C Cost, and (iii) Lender elects to provide its Right of Approval for the I/C Cost. Lender shall arrange to deliver the monies in accordance with the direction from Borrower within forty-eight (48) hours of the Withdrawal Conditions being satisfied and Right of Approval being granted. Borrower shall promptly furnish to Lender written confirmation of receipt of the monies.

**3.7. Interest Rate.** The interest rate on the Credit Line shall be one-half (1/2) of the prime rate as published from time to time in *The Wall Street Journal* (the "**Interest Rate**"). If at any time for any reason the prime rate is not published in *The Wall Street Journal*, then prime rate shall be independently determined by Lender from an alternate, independent source available to Lender or shall be calculated by Lender on a basis substantially similar to the methodology or source used by *The Wall Street Journal* until the prime rate is again published in *The Wall Street Journal*. Adjustments to the Interest Rate and the corresponding rate resulting from changes in the prime rate will take effect monthly. As such, the Interest Rate will increase or decrease monthly as the prime rate increases or decreases from time to time. In no event will the Interest Rate be more than the maximum rate allowed by any applicable law.

**3.8. Periodic Statements.** If Borrower has a balance owing on the Credit Line or has any Credit Line Account activity, Lender will send Borrower a monthly periodic statement. The periodic statement will identify the total Credit Line Advances to date, the Finance Charges, and the Minimum Payment Borrower must make for that billing period and the date the Minimum Payment is due.

**3.9. Finance Charges.** Borrower shall pay Finance Charges as follows:

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(a) **When Finance Charges Begin to Accrue.** Finance Charges for Credit Line Advances under the Credit Line will begin to accrue on the date Credit Line Advances are posted to the Credit Line. There is no "grace period" which would allow Borrower to avoid a Finance Charge on Credit Line Advances.

(b) **Method Used to Determine the Balance on which the Finance Charge will be Computed.** A daily Finance Charge will be imposed on all Credit Line Advances made under the Credit Line from the date of each Credit Line Advance based on a per diem method; that is, by applying the Interest Rate against the daily balance for each day in which there is an outstanding balance on the Credit Line.

(c) **Method of Determining the Amount of Finance Charge.** Any Finance Charge is determined by applying the Interest Rate to the balance described herein.

### **3.10. Payments.** Borrower agrees to pay the Credit Line as follows:

(a) **Minimum Payment.** Borrower's "Minimum Payment" will equal the total Credit Line Advances and the amount of accrued Finance Charges amortized over a hypothetical twenty (20) year term. Borrower's payments will be due monthly, with the first payment being due five (5) days after the Draw Period Termination Date. An increase in the Interest Rate may increase the amount of the Minimum Payment. Borrower agrees to pay not less than the Minimum Payment on or before the due date indicated on the periodic statement. Payments in excess of the Minimum Payment will not relieve Borrower of Borrower's obligation to continue to make Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of its rights under this Loan Agreement, and Borrower will remain obligated to pay any further amount owed to Lender.

(b) **Balloon Payment.** The Credit Line Account is payable in full on the date that is exactly five (5) years after the Draw Period Termination Date in a single balloon payment. Borrower must pay the entire outstanding principal, interest, and any other charges then due. Unless otherwise required by applicable law, Lender is under no obligation to refinance the balloon payment at that time. Borrower may be required to make payments out of other assets Borrower owns or find a lender willing to lend Borrower the money.

(c) **Prepayment.** Borrower may prepay all or any amount owing under the Credit Line at any time without penalty, except Lender will be entitled to receive all accrued Finance Charges and other charges, if any. Any prepayment shall be applied to the outstanding principal amount, provided that all Finance Charges, Late Charges, or other fees are paid current.

(d) **How Payments Are Applied.** Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to Finance Charges; then to unpaid principal; and then to late charges and other charges.

(e) **Receipt of Payments.** All payments must be made by a check, automatic account debit, electronic funds transfer, money order, or other instrument in U.S. dollars and must be received by Lender at the remittance address shown on the periodic billing statement. Payments received at that address prior to 12:59 P.M. Central Standard Time on any business day will be credited to the Credit Line as of the date received.

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**3.11. Late Charges.** In addition to Lender's rights upon default or Lender's demand for payment, Borrower's payment will be late if it is not received by Lender within seven (7) business days after the "Payment Due Date" shown on the periodic statement. If Borrower's payment is late, Lender may charge Borrower 4.000% of the unpaid amount of the payment or a minimum charge of \$20.00.

### **ARTICLE IV - COLLATERAL TO SECURE REPAYMENT OF LOAN**

**4.1. Security for Repayment.** This Loan Agreement is secured by the full faith and credit of Borrower, Guarantor's personal guarantee, and a Mortgage provided by Pledgor on the Collateral.

**4.2. Collateral.** The collateral for this Loan Agreement shall consist of the real property located at 17702 Oak Park Avenue, Tinley Park, IL 60477 with the legal description shown on Exhibit 3 attached hereto and all fixtures therein ("**Collateral**").

**4.3. Representations, Warranties and Promises with Respect to the Collateral.** Borrower, Guarantor, and Pledgor represent, warrant, and promise to Lender that:

(a) **Ownership.** Pledgor is the lawful owner of the Collateral. Pledgor warrants, represents, covenants, and promises that the Collateral is free of all loans, liens, mortgages, and claims. The Collateral is accurately described on Exhibit 3.

(b) **Right to Pledge.** Pledgor has the full right, power, and authority to grant a security interest by providing a mortgage on the Collateral to Lender. There are no restrictions on the pledge or transfer of any of the Collateral.

(c) **Delivery of Pledged Collateral.** If Pledgor is unable to deliver any portion of the Collateral to Lender at the time this Loan Agreement is signed, or if Pledgor should ever withdraw any of the Collateral while this Loan Agreement remains in effect, whether under a trust receipt or otherwise, Pledgor agrees to immediately deliver to Lender such Collateral or, alternatively, such substitute or replacement Collateral that may be then satisfactory to Lender.

(d) **No Transfer or Withdrawal.** Pledgor has not and will not withdraw, redeem, sell, transfer, or otherwise dispose of the Collateral, nor has Pledgor or will Pledgor so sell, transfer, or otherwise dispose of the Collateral or any of Pledgor's rights in the Collateral except as allowed in this Loan Agreement or except if Lender provides written consent to the same.

(e) **No Defaults.** There are no defaults existing related to the Collateral. Pledgor will strictly and promptly do everything required of Pledgor under all the terms, conditions, promises, and agreements contained in or relating to the Collateral.

(f) **Security Interest in the Collateral.** The pledge of and grant of the security interest in the Collateral to Lender through the Mortgage on the Collateral is effective to vest in Lender a valid and perfected first priority security interest, superior to the rights of any other person, in and to the Collateral as set forth in this Loan Agreement.

(g) **Keep Collateral Free of Taxes and Liens.** Pledgor will keep the Collateral free of all liens, security interests, encumbrances, mortgages, and other claims. Pledgor will pay all real property taxes by the date that is thirty (30) days from the first due date shown on any tax bills.



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(h) **Insurance.** Borrower and Pledgor will maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to the Collateral and Borrower's other business operations by financially sound and reputable insurers in such forms and amounts and against such risks as are customary for corporations of established reputation engaged in the same or a similar business and owning and operating similar properties. Upon Lender's request, Borrower and Pledgor shall provide to Lender reports on each existing insurance policy showing such information as Lender may reasonably request, including, but not limited to: (1) the name of the insurer, (2) the risks insured, (3) the amount of the policy, (4) the properties insured, (5) the then current property values on the basis of which the insurance has been obtained, and the manner of determining those values, and (6) the expiration date of the policy.

(i) **Financing Statements; Address Change.** Pledgor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Loan Agreement as a UCC financing statement to perfect Lender's security interest in any portion of the Collateral not consisting of real property. Pledgor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. If Pledgor changes its name or address, or the name or address of any person granting a security interest under this Agreement, Pledgor will promptly notify Lender of such change.

**4.4. Lender's Rights and Obligations with Respect to the Collateral.** Lender may do such things as Lender thinks necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including paying of any liens, claims, or taxes against the Collateral and hiring other people, such as attorneys, appraisers or other experts. Lender may charge Borrower or Pledgor for any cost incurred in so doing.

### **ARTICLE V - BORROWER COVENANTS, WARRANTIES AND REPRESENTATIONS**

From and after the date hereof and continuing so long as any amount of the Credit Line remains unpaid, Borrower, Guarantor, and Pledgor agree, represent and warrant to Lender as follows:

**5.1. Subsidiaries.** Borrower has no subsidiaries.

**5.2. Corporate Organization and Authority.** Borrower is an Illinois business corporation duly organized, validly existing, and in good standing under the laws of Illinois and has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now conducted and as presently proposed to be conducted.

**5.3. Borrowing is Legal and Authorized.** The borrowing of money under this Loan Agreement and the Promissory Note is (a) within the corporate powers of Borrower and has been duly authorized and approved by Borrower's shareholders and directors, and (b) will not violate any provisions of any law or any order of any court or governmental authority or agency and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under any indenture or other contract or agreement or instrument to which Borrower is a party or by which it may be bound or result in the imposition of any liens or encumbrances on any property of Borrower.

**5.4. No Defaults.** No "Default" or "Event of Default," as defined in this Loan Agreement, has occurred and is continuing. Borrower is not in default in the payment of principal or interest on any indebtedness and is not in default under any instrument or instruments or agreements under and subject to which any indebtedness has been issued and no event has occurred and is continuing under the provisions

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of any such instrument, contract or agreement which with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

**5.5. Litigation.** There are no actions, suits, proceedings or governmental investigations pending or, to Borrower's or Pledgor's knowledge, threatened against either Borrower or Pledgor, any of which could result in a material adverse change and there is no basis known to Borrower or Pledgor for any action, suit, proceedings, or investigation which could result in such a material adverse change.

**5.6. Tax Returns.** Borrower and Pledgor have no past due tax obligations and Borrower and Pledgor have filed all returns and reports that are required to be filed by Borrower or Pledgor in connection with any federal, state, or local tax, duty, or charge levied, assessed, or imposed upon Borrower or Pledgor or any property or, if not a natural persons, withheld by Borrower or Pledgor, including unemployment, social security, and similar taxes and all of such taxes, have been either paid or adequate reserve or other provision has been made.

**5.7. Debt Forgiveness.** Neither Borrower nor Pledgor has had any debt forgiven by a financial institution in the past five (5) years.

**5.8. Solvency.** As of the Opening Date and after giving effect to the transactions contemplated by this Loan Agreement and the documents related hereto, (i) the aggregate value of Borrower's assets will exceed its liabilities (including contingent, subordinated, unmatured, and unliquidated liabilities), (ii) Borrower will have sufficient cash flow to enable it to pay its debts as they mature, and (iii) Borrower will not have unreasonably small capital for the business in which Borrower is engaged.

**5.9. Disclosure.** None of the documents provided to Lender under the terms of this Loan Agreement contain or will contain any untrue statement of material fact or omit or will omit to state a material fact necessary in order to make the statements contained in this Loan Agreement or such documents not misleading. There is no fact known to Borrower or Pledgor which materially adversely affects or, so far as Borrower and Pledgor can now foresee, might materially adversely affect Borrower's or Pledgor's business, assets, operations, financial condition, or results of operation and which has not otherwise been fully set forth in this Loan Agreement or documents related hereto.

## **ARTICLE VI - DEFAULT AND REMEDIES**

**6.1. Events of Default.** Any one or more of the following events shall constitute a "Default" by the Borrower, Guarantor, or Pledgor:

(a) There is a failure to make a payment of principal and/or accrued interest when the payment becomes due, and the default continues for more than seven (7) consecutive calendar days without being cured by Borrower or Guarantor after written notice of the default is delivered by Lender to Borrower or Guarantor;

(b) There is a failure to observe, comply with, or perform any covenant, warranty, representation, or term of this Loan Agreement, which is not remedied within five (5) consecutive calendar days after written notice of the default is delivered by Lender to Borrower or Guarantor, provided however that this cure date can be extended at sole discretion of Lender;

(c) If any covenant, representation, or warranty made by Borrower, Guarantor, or Pledgor is untrue or incorrect in any material respect as of the date of the making thereof or subsequently becomes untrue or incorrect and such inaccuracy is not immediately disclosed to Lender;

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(d) This Loan Agreement or any other documents related hereto cease to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason;

(e) Borrower, Guarantor, or Pledgor becomes insolvent or files for bankruptcy, reorganization, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or Borrower causes or suffers an order for relief to be entered with respect to it under applicable federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee, liquidator, or receiver for Borrower, Guarantor, or Pledgor or for the Collateral, and such proceeding is not dismissed within sixty (60) days after such institution;

(f) A custodian, trustee, liquidator, or receiver is appointed for Borrower, Guarantor, or Pledgor and is not discharged within sixty (60) days after such appointment; and

(g) Lender reasonably and in good faith deems itself insecure for any reason with respect to the ability of Borrower, Guarantor, or Pledgor to perform its obligations under this Agreement.

**6.2. Remedies.** When any Default described in Section 6.1 has occurred and is continuing, all of Lender's obligations under this Loan Agreement, including, but not limited to the obligation to make Credit Line Advances, shall terminate and the principal balance and all accrued interest due and owing on the Credit Line shall immediately become due and payable, without presentment, demand, protest, or further notice of any kind or nature whatsoever, all of which are expressly waived by Borrower and Guarantor. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. In addition, Lender may pursue any or all of the rights available to it at law or in equity, or as provided in the mortgage, including, but not limited to, foreclosure upon the Collateral.

**6.3. Costs of Remedies.** Any and all costs and expenses (including reasonable attorneys' fees and litigation expenses) incurred by Lender in pursuing its remedies hereunder shall be an additional indebtedness due and owing by Borrower and Guarantor to Lender and shall be governed by this Loan Agreement and the Promissory Note.

## **ARTICLE VII - MISCELLANEOUS PROVISIONS**

**7.1. Release.** Upon (a) Lender's receipt of the NFR Letter described in Section 1.2 above and (b) Borrower's full repayment of the Credit Line under the terms of this Loan Agreement, Lender shall release Borrower from and waive any claim Lender has against Borrower that is directly related to the costs incurred for remediating the Site. This Section 7.21 shall be strictly interpreted and shall not apply to any other claim Lender may have that is not related to the costs incurred for remediating the Site, including, but not limited to, any breach of this Loan Agreement.

**7.2. Delay Not a Waiver.** No failure by Lender to exercise, or delay by Lender in exercising, any right, power, or privilege under this Loan Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. The rights and remedies provided in this Loan Agreement and the Promissory Note are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Borrower, in any instance, shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a

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waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

**7.3. Indemnification.** Borrower, Guarantor, and Pledgor agree to indemnify, defend, and hold harmless Lender, its employees, agents, successors, representatives, assigns, attorneys, and elected officials from and against any and all losses, claims, damages, injuries, penalties, liabilities, and expenses, including all out-of-pocket litigation costs, and the reasonable fees and expenses of counsel insofar as such arise out of or are based upon a suit or proceeding brought or threatened in connection with this Loan Agreement, the Promissory Note, or the Environmental Cleanup.

**7.4. Agreement Binding on Successors; Assignment.** This Loan Agreement shall be binding upon and shall inure to the benefit of Borrower and Lender, their respective successors, permitted assigns, grantees, and legal representatives. Borrower agrees that it will not assign this Loan Agreement or the Promissory Note without the written consent of Lender.

**7.5. Execution in Counterparts.** This Loan Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**7.6. Notices.** Any notices to be served pursuant hereto shall be deemed properly delivered if delivered personally, by United States certified or registered mail, postage prepaid, or by Federal Express or comparable overnight courier service fare prepaid, or by legible facsimile transmission, or via email, to the parties to whom copies of such notices are to be served at the addresses set forth below or to such other addresses as the parties may direct in writing:

To Lender: Annmarie Mampe, Finance Director, or her designee or successor  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL 60462  
708-403-6170 (phone)  
708-403-9212 (facsimile)  
[amampe@orland-park.il.us](mailto:amampe@orland-park.il.us)

With a copy to: Dennis G. Walsh, Village Attorney  
Klein, Thorpe and Jenkins, Ltd.  
15010 South Ravinia Avenue  
Orland Park, IL 60462  
708-349-3888 (phone)  
708-349-1506 (facsimile)  
[dgwalsh@ktjlaw.com](mailto:dgwalsh@ktjlaw.com)

To Borrower: Norman's Cleaners and Formal Wear, Inc.  
Attn: Richard J. Vuillaume  
17702 Oak Park Avenue  
Tinley Park, IL 60477  
708-532-4312 (phone)  
708-532-4612 (facsimile)  
[richard@normansformalwear.com](mailto:richard@normansformalwear.com)

With a copy to: Amy Lynn Strege

**DRAFT COPY**

Finn & Finn, Ltd.  
128 North West Street  
Waukegan, IL 60085  
847-599-0202 (phone)  
847-599-0404 (facsimile)  
[stregeamy@waukegan.com](mailto:stregeamy@waukegan.com)

Such notices shall be deemed received the same day if delivered personally, three business days after delivery by certified or registered mail, the next business day if delivered by overnight courier, the same day if delivered by legible facsimile transmission, and the same day if delivered by email.

**7.7. Demand; Choice of Law.** Borrower waives presentment, demand, protest or notice of any kind in connection with this Loan Agreement or the Promissory Note. This Loan Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, without giving effect to any choice of law principles.

**7.8. Captions.** The captions of various articles herein are for convenience only and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

**7.9. Potential Invalidity.** In the event of any inconsistency among the terms hereof (including incorporated terms) or between such terms and the terms of the Promissory Note, the terms of this Loan Agreement shall govern and prevail. The whole or partial invalidity, illegality, or unenforceability of any provision hereof or the Promissory Note at any time, whether pursuant to the terms of then applicable law or otherwise, shall not affect (a) in the instance of partial invalidity, illegality, or unenforceability, the validity, legality, or enforceability of such provision at such time except to the extent of such partial invalidity, illegality, or unenforceability, or (b) the validity, legality, or enforceability of such provision at any other time or of any other provision hereof at that or any other time.

**7.10. Loan Expenses.** Borrower and Lender shall pay all of their respective expenses, charges, costs and fees including legal fees incurred in connection with this Agreement.

**7.11. Entire Agreement; Amendment.** This Agreement sets forth the entire agreement of the Parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. This Agreement shall not be amended or modified except by an agreement in writing duly executed by all Parties.

[SIGNATURE PAGE FOLLOWS]

**DRAFT COPY**

Borrower, Guarantor, Pledgor, and Lender have executed or caused this Loan Agreement to be executed in their individual capacity or by their duly authorized officers as of the day and year first above written.

**NORMAN'S CLEANERS AND FORMAL WEAR, INC. (LENDER)**

By: \_\_\_\_\_  
Richard J. Vuillaume, its President

Date: \_\_\_\_\_

**RICHARD J. VUILLAUME (GUARANTOR)**

By: \_\_\_\_\_  
Richard J. Vuillaume, individually

Date: \_\_\_\_\_

**RICHARD J. VUILLAUME TRUST,  
DATED SEPTEMBER 5, 2014 (PLEDGOR)**

By: \_\_\_\_\_  
Richard J. Vuillaume, Trustee

Date: \_\_\_\_\_

**VLLAGE OF ORLAND PARK (LENDER)**

By: \_\_\_\_\_  
Daniel J. McLaughlin,  
Village President/Mayor

Date: \_\_\_\_\_

**Exhibit 1**  
**Remediation Work Proposal**

(document attached hereto)

| Budget #8  | Orig Budg #          | CO#1        | CO #2 | CO #3 | CO #4       | Total Budget         |
|--|----------------------|-------------|-------|-------|-------------|----------------------|
| <b>Task 1 Pre-Excavation</b>   |                      |             |       |       |             |                      |
| Pre-Excavation Project Management  | NA                   |             |       |       |             | \$ -                 |
| IEPA Contained In Letter   | \$ 500.00            |             |       |       |             | \$ 500.00            |
| Equipment/Mobilization/HASP  | \$ 5,000.00          |             |       |       |             | \$ 5,000.00          |
| Security Fencing (500 Linear Feet @ \$7.50/ft))                                      | \$ 3,750.00          |             |       |       |             | \$ 3,750.00          |
| Perimeter Silt Fence (500 Linear Feet @ \$2.50/ft)                                   | \$ 1,250.00          |             |       |       |             | \$ 1,250.00          |
| <b>Subtotal</b>  | <b>\$ 10,500.00</b>  |             |       |       |             | <b>\$ 10,500.00</b>  |
| <b>Task 2 Overburden Soils Excavation</b>  |                      |             |       |       |             |                      |
| Project Management/Field Oversight - 3 days @ \$140/hr                               | \$ 3,360.00          |             |       |       |             | \$ 3,360.00          |
| Vac Truck For Water Management   | \$ 450.00            |             |       |       |             | \$ 450.00            |
| Frac Tank (6,500 Gal. Baker Tank - 1 Week)   | \$ 1,500.00          |             |       |       |             | \$ 1,500.00          |
| Water Disposal (2,000 Gallons @ \$.50/Gallon)  | \$ 1,000.00          |             |       |       |             | \$ 1,000.00          |
| Foundation/Concrete Removal (25 Loads @ \$175/Load)                                  | \$ 4,375.00          |             |       |       |             | \$ 4,375.00          |
| Foundation/Concrete Disposal (25 Loads @ \$50/Load)                                  | \$ 1,250.00          |             |       |       |             | \$ 1,250.00          |
| Asphalt Removal & Disposal (5 Loads @ \$300/Load)                                    | \$ 1,500.00          |             |       |       |             | \$ 1,500.00          |
| Excavate, Stockpile & Re-Install Clean Overburden Soil (177 Cubic Yards @ \$20/Yard) | \$ 3,540.00          |             |       |       |             | \$ 3,540.00          |
| Analytical   | \$ 300.00            |             |       |       |             | \$ 300.00            |
| <b>Subtotal</b>  | <b>\$ 17,275.00</b>  |             |       |       |             | <b>\$ 17,275.00</b>  |
| <b>Task 3A In-Situ Oxidation - Round 1</b>   |                      |             |       |       |             |                      |
| Project Management/Field Oversight - 6 days @ \$140/hr                               | \$ 6,720.00          |             |       |       |             | \$ 6,720.00          |
| Equipment & Labor For Mixing (Robinette) 6 Days @ \$2600/day                         | \$ 15,600.00         |             |       |       |             | \$ 15,600.00         |
| Equipment & Labor Mobilization (Orin)  | \$ 3,500.00          |             |       |       |             | \$ 3,500.00          |
| Equipment & Labor For Mixing (Orin) 3 Days @ 11,949 \$/day                           | \$ 35,847.00         |             |       |       |             | \$ 35,847.00         |
| Chemical Oxidant (\$1.07/Pound, Estimate 26256 Pounds)                               | \$ 28,093.92         |             |       |       |             | \$ 28,093.92         |
| Additional Mixing Days to Aid In Oxidation ? Days @ \$????/Day (Robinette)           | NA                   |             |       |       |             | \$ -                 |
| <b>Subtotal</b>  | <b>\$ 89,760.92</b>  |             |       |       |             | <b>\$ 89,760.92</b>  |
| <b>Task 3B In-Situ Oxidation - Round 2</b>   |                      |             |       |       |             |                      |
| Project Management/Field Oversight - 2 days @ \$140/hr                               | \$ 2,240.00          |             |       |       |             | \$ 2,240.00          |
| Equipment & Labor For Mixing (Robinette) 2 Days @ \$2600/day                         | \$ 5,200.00          |             |       |       |             | \$ 5,200.00          |
| Equipment & Labor Mobilization (Orin)  | \$ 3,500.00          |             |       |       |             | \$ 3,500.00          |
| Equipment & Labor For Mixing (Orin) 1 Days @ \$8600/day                              | \$ 8,600.00          |             |       |       |             | \$ 8,600.00          |
| Chemical Oxidant (\$1.07/Pound, Estimate 5386 Pounds)                                | \$ 5,763.02          |             |       |       |             | \$ 5,763.02          |
| Additional Mixing Days to Aid In Oxidation ? Days @ \$????/Day (Robinette)           | NA                   |             |       |       |             | \$ -                 |
| <b>Subtotal</b>  | <b>\$ 25,303.02</b>  |             |       |       |             | <b>\$ 25,303.02</b>  |
| <b>Task 4 Soil Excavation</b>  |                      |             |       |       |             |                      |
| Project Management/Field Oversight   | Incl                 |             |       |       |             | \$ -                 |
| Equipment & Labor Mobilization   | Incl                 |             |       |       |             | \$ -                 |
| Equipment & Labor For Soil Removal ? Days @ \$??/Day                                 | Incl                 |             |       |       |             | \$ -                 |
| Excavation & Transport of Soil to Landfill ??? Tons @ \$??/Ton                       | Incl                 |             |       |       |             | \$ -                 |
| Soil Excavation, Transp, Disposal 870 Tons @ \$48/ton                                | \$ 41,760.00         |             |       |       |             | \$ 41,760.00         |
| Slope Excavation Per OSHA Requirement ?? Units @ \$??/Unit                           | NA                   |             |       |       |             | \$ -                 |
| Confirmation Sampling 43 Rush Samples @ \$220/Sample                                 | \$ 9,460.00          |             |       |       |             | \$ 9,460.00          |
| Air Monitoring 1 Week @ \$3,750/Week   | \$ 3,750.00          |             |       |       |             | \$ 3,750.00          |
| <b>Subtotal</b>  | <b>\$ 54,970.00</b>  |             |       |       |             | <b>\$ 54,970.00</b>  |
| <b>Task 5 Backfill Placement</b>   |                      |             |       |       |             |                      |
| Project Management/Field Oversight - 4 days @ \$140/hr                               | 4,480.00             |             |       |       |             | \$ 4,480.00          |
| Mobilization & Compacting Equipment  | \$ 1,500.00          |             |       |       |             | \$ 1,500.00          |
| Backfill Placement/Compaction CA1/CA6 Aggregate 240 tons @ \$23/ton                  | \$ 5,520.00          |             |       |       |             | \$ 5,520.00          |
| Backfill Placement/Compaction Site Stockpile Soils 700 tons @ \$18.75/ton            | \$ 13,125.00         |             |       |       |             | \$ 13,125.00         |
| Backfill Placement/Compaction Concrete & Asphalt 60 tons @ \$18.75/ton               | \$ 1,125.00          |             |       |       |             | \$ 1,125.00          |
| Backfill Testing 5 Samples @ \$150/Sample  | \$ 750.00            |             |       |       |             | \$ 750.00            |
| Geotechnical Oversight (If Required)   | \$ 2,500.00          |             |       |       |             | \$ 2,500.00          |
| <b>Subtotal</b>  | <b>\$ 29,000.00</b>  |             |       |       |             | <b>\$ 29,000.00</b>  |
| <b>Task 6 Reporting/NFR Fees</b>   |                      |             |       |       |             |                      |
| Project Management   |                      |             |       |       |             | \$ -                 |
| Vapor Intrusion Study  | \$ 4,500.00          |             |       |       |             | \$ 4,500.00          |
| Surveying (If Required)  | \$ 3,500.00          |             |       |       |             | \$ 3,500.00          |
| Prepare Remedial Action Report   | \$ 7,900.00          |             |       |       |             | \$ 7,900.00          |
| Revise Remedial Action Report (If Required)  | \$ 6,200.00          |             |       |       |             | \$ 6,200.00          |
| Obtain and Record NFR Letter   | \$ 2,500.00          |             |       |       |             | \$ 2,500.00          |
| <b>Subtotal</b>  | <b>\$ 24,600.00</b>  |             |       |       |             | <b>\$ 24,600.00</b>  |
| <b>Contingency (Approximately 20%)</b>   |                      |             |       |       |             | \$ -                 |
| <b>Grand Total</b>   | <b>\$ 251,408.94</b> | <b>\$ -</b> |       |       | <b>\$ -</b> | <b>\$ 251,408.94</b> |
| <b>Less Residential Portion</b>  | <b>\$ 14,455.00</b>  |             |       |       |             |                      |
| Less Deductible  |                      |             |       |       |             |                      |
| <b>Net Payment Estimate</b>  | <b>\$ 236,953.94</b> |             |       |       |             |                      |
| <b>Scope of Work Performed:</b>  |                      |             |       |       |             |                      |
|  |                      |             |       |       |             |                      |
|  |                      |             |       |       |             |                      |
|  |                      |             |       |       |             |                      |
|  |                      |             |       |       |             |                      |
| Final Invoice for this budget = Yes or No (consultant please circle one)             |                      |             |       |       |             |                      |



**Exhibit 2**  
**Illinois Drycleaner Environmental Response Trust Fund Letter**

(document attached hereto)



**DRYCLEANER**  
ENVIRONMENTAL RESPONSE  
TRUST FUND OF ILLINOIS

COUNCIL MEMBERS

John Bredekamp · Sung Do Kang · Daniel Kim · Young B. Kim · Paul K. Kwak · Jerome Lewicki · John Polak

July 23, 2014

중요사항 - 이 편지를 이해하실 수 없으시면  
누구에게 부탁하여 반드시 읽어  
보시기 바랍니다.

Mr. Richard Vuillaume  
Norman's Cleaners  
17702 Oak Park Avenue  
Tinley Park, IL 60477

**RE: Budget 8 for Site #0001884, Claim 50788**  
**Norman's Cleaners, 9628 W 143<sup>rd</sup> Street, Orland Park, IL**

Dear Mr. Vuillaume:

The Illinois Drycleaner Environmental Response Trust Fund (Fund) has received and reviewed a proposal dated May 30, 2014 from your consultant Ed Cooney Associates (Cooney). The letter requests approval of costs to complete a remedial action at the site to reduce PCE contamination in soil to below the IEPA Tier 1 residential SROs.

To meet the remedial goals, the consultant has proposed several remedial procedures to include a mix of excavation, soil mixing with chemical oxidants and transport of soils above the residential SROs to a Subtitle D landfill. Soils and overburden below the residential SROs (11 mg/kg) atop more heavily impacted areas will be removed and stockpiled on site for reuse as backfill. It is estimated that 177 cubic yards or 265 tons will be stockpiled.

Next soils above the Land Disposal Restriction (LDR) criteria of 60 mg/kg which total approximately 580 cubic yards or 870 tons will require remedial action to meet the residential cleanup standard. Of this 870 tons, 730 tons are estimated to be above the I/C standard and 140 tons are estimated to be above the residential standard but below the I/C standard. By reducing COCs to below the LDR, the soils can be excavated and disposed of at Subtitle D Landfill which is a less expensive option than if the soils were above the LDR requiring disposal at a special waste landfill. Thus, it is more cost effective to meet the remedial goals for the site by treatment to below the LDR and disposal of 730 tons of soil.

To reduce the 730 tons of soil COCs to below the LDR, the consultant has chosen soil mixing with a chemical oxidant (Fenton's Reagent) on site. After the initial treatment, the soils will be tested and if below the LDR, will be excavated and disposed of at a Subtitle D landfill. Should COCs remain above LDR, costs for an additional treatment have been included as a contingency. Once all COCs have been remediated to below the residential SROs, the excavation will be filled with stockpiled materials and aggregate backfill and compacted to a level grade.

Once the grade is completed, a soil gas investigation will be completed to evaluate the potential for vapor intrusion to a future on-site building due to the exceedance of the groundwater component of the indoor air inhalation exposure route. Should an exceedance be noted, the NFR letter will require the use of an engineered barrier of BCT to eliminate this exposure route for the future building occupants.

We agree these activities are appropriate and necessary to obtain an NFR letter for the site. However, please note that the Fund has discussed with you and your consultant that the residential cleanup objective is not an eligible remedial goal, only the industrial /commercial objective. As such, Cooney has subdivided the costs for the remedial approach into eligible costs to reach the I/C objective and the additional costs to reach the residential remedial objective. The costs approved in this budget request are only those costs eligible to reach the I/C cleanup objectives.

Accordingly; based on information provided to the Fund, the proposed site remedial action costs was presented to the Council for approval as total approved budgets for this site exceed \$75,000.00. On July 23, 2014 the Council approved as **Budget #8** costs to complete remedial action in the amount of **\$236,953.00**.

However, the Fund has approved for reimbursement costs of \$54,437.82 to date. Costs of \$5,572.77 remain eligible for reimbursement under Budget #6 and \$14,367.00 remain eligible for reimbursement for Budget #7, thus \$74,357.59 is committed for the site to date. As such, only **\$235,642.41 minus the remaining deductible of \$10,000.00 or \$225,642.41 to equal the \$300,000 remedial limit is eligible for reimbursement.**

#### Detailed Costs Analysis

##### **Task 1 Pre-Excavation**

|  |              |
|--|--------------|
| IEPA Contained In Letter                           | \$ 500.00    |
| Equipment Mobilization/HASP                        | \$ 5,000.00  |
| Security Fencing (500 Linear Feet @ \$7.50/ft)     | \$ 3,750.00  |
| Perimeter Silt Fence (500 Linear Feet @ \$2.50/ft) | \$ 1,250.00  |
| Subtotal   | \$ 10,500.00 |

##### **Task 2 Overburden Soils Excavation**

|  |              |
|--|--------------|
| Project Management/Field Oversight - 3 Days                          | \$ 3,360.00  |
| Vac Truck for water Management                                       | \$ 450.00    |
| Frac Tank (6,500 Gallon – 1 Week)                                    | \$ 1,500.00  |
| Water Disposal (2000 Gallons @ \$0.50/gallon)                        | \$ 1,000.00  |
| Foundation/Concrete removal (25 Loads @ \$175/load)                  | \$ 4,375.00  |
| Foundation/Concrete Disposal (25 Loads @ \$50/Load)                  | \$ 1,250.00  |
| Asphalt Removal & Disposal (5 Loads @ \$300/Load)                    | \$ 1,500.00  |
| Excavate, Stockpile & Replace Clean Overburden (177 Yards@\$20/Yard) | \$ 3,540.00  |
| Analytical   | \$ 300.00    |
| Subtotal   | \$ 17,275.00 |

**Task 3A In-Situ Soil Oxidation – Round 1**

|   |                     |
|---|---------------------|
| Project Management/Field Oversight - 5 Days                   | \$ 5,600.00         |
| Equipment & Labor For Mixing (Robinette) 6 Days @ \$2,600/day | \$ 15,600.00        |
| Equipment & Labor Mobilization (Orin)                         | \$ 3,500.00         |
| Equipment & Labor For Mixing (Orin) 3 Days @ \$11,949/Day     | \$ 35,847.00        |
| Chemical Oxidant (\$1.07/Pound, Estimate 26256 Pounds)        | <u>\$ 28,093.00</u> |
| Subtotal  | \$ 88,640.00        |

**Task 3B In-Situ Soil Oxidation – Round 2**

|   |                    |
|---|--------------------|
| Project Management/Field Oversight - 2 Days                   | \$ 2,240.00        |
| Equipment & Labor For Mixing (Robinette) 2 Days @ \$2,600/day | \$ 5,200.00        |
| Equipment & Labor Mobilization (Orin)                         | \$ 3,500.00        |
| Equipment & Labor For Mixing (Orin) 1 Day @ \$8,600/Day       | \$ 8,600.00        |
| Chemical Oxidant (\$1.07/Pound, Estimate 5386 Pounds)         | <u>\$ 5,763.00</u> |
| Subtotal  | \$ 25,303.00       |

**Task 4 Soil Excavation**

|   |                    |
|---|--------------------|
| Soil Excavation & Transportation (730 Tons @ \$27.45/Ton)         | \$ 20,038.50       |
| Disposal of Soils at Subtitle D Landfill (730 Tons @ \$20.50/ton) | \$ 15,001.50       |
| Confirmation Sampling (38 Rush Samples @ \$220/Sample)            | \$ 8,360.00        |
| Air Monitoring 1 Week @ \$3,750/week)                             | <u>\$ 3,750.00</u> |
| Subtotal  | \$ 47,150.00       |

**Task 5 Backfill Placement**

|  |                    |
|--|--------------------|
| Project Management/Field Oversight - 4 Days                            | \$ 4,480.00        |
| Mobilization & Compacting Equipment                                    | \$ 1,500.00        |
| Backfill Placement/Compact CA1/CA6 Aggregate (240 Tons@\$23/ton)       | \$ 5,520.00        |
| Backfill Placement/Compact Site Stockpile Soils (560 Tons@\$18.75/ton) | \$ 10,500.00       |
| Backfill Placement/Compact Concrete & Asphalt (60 Tons @ \$18.75/ton)  | \$ 1,125.00        |
| Backfill Testing (4 Samples @ \$150/Sample)                            | \$ 600.00          |
| Geotechnical Oversight (If Required)                                   | <u>\$ 2,500.00</u> |
| Subtotal   | \$ 26,225.00       |

**Task 6 Reporting/ NFR Fees**

|   |                    |
|---|--------------------|
| Vapor Intrusion Study                       | \$ 4,500.00        |
| Surveying (If Required)                     | \$ 3,000.00        |
| Prepare Remedial Action Report              | \$ 6,780.00        |
| Revise Remedial Action report (If Required) | \$ 5,080.00        |
| Obtain and Record NFR Letter                | <u>\$ 2,500.00</u> |
| Subtotal                                    | \$ 21,860.00       |

|              |                     |
|--------------|---------------------|
| <b>Total</b> | <b>\$236,953.00</b> |
|--------------|---------------------|

The Administrator notified you on March 9, 2009 that the site had been **partially released** for funding up to a maximum of \$25,000 in order to continue efforts to remediate the site. Previous budget approvals have exceeded the \$25,000 release.

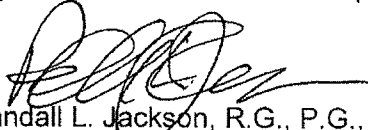
**As such, no payment for costs associated with this activity can be made until such time as the Council approves funding for this site. If you want to proceed with remediation activities, and/or any other activities to receive a No Further Remediation (NFR) Letter, you will have to pay the consultant/vendor for the work performed until the facility's prioritized rank allows reimbursement from the Fund to occur. As before, in order for future reimbursement of eligible remedial costs, a budget must be approved prior to performing the work.**

For all prioritized remedial claims, the reimbursement request packages are to be submitted to the Fund referencing the approved budget number and all reimbursement will be based on actual invoices. Re-allocation of remaining subcontractor costs such as driller costs, lab costs, etc. to the consulting costs will not be allowed.

If you have any questions or comments, please feel free to contact me at 800-765-4041.

Sincerely,

Drycleaner Environmental Response Trust Fund of Illinois

A handwritten signature in black ink, appearing to read 'R. L. Jackson', written over the printed name.

Randall L. Jackson, R.G., P.G., CHMM  
Senior Environmental Project manager

cc: Ed Cooney, Cooney Associates  
File

**Exhibit 3**  
**Legal Description of Collateral**

LOT 1 (EXCEPT THE WEST 447 FEET THEREOF) IN BLOCK 1 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**Address of Real Estate: 17702 South Oak Park Avenue, Tinley Park, Illinois 60477**

**Permanent Index Numbers: 28-31-103-020-0000 and 28-31-103-021-0000**