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MEMORANDUM OF ARTICLES OF AGREEMENT

The undersigned parties hereby acknowledge that as of January 8, 2004, they have entered into an Article of Agreement for Deed for the following property:

Property Description:

LOT 265, 266, 267 AND 268 IN THE SOUTHWEST HIGHLANDS AT 79TH AND KEDZIE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LAND DEEDED TO THE WABASH RAILROAD) IN COOK COUNTY, ILLINOIS.

Pin No: 19-35-227-019
19-35-227-020
19-35-227-021
19-35-227-022



Doc#: 0805208162 Fee: \$62.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/21/2008 12:58 PM Pg: 1 of 6

COMMONLY KNOWN AS 8200 SOUTH KEDZIE, CHICAGO, ILLINOIS

The Articles of Agreement for Deed states that if the undersigned Buyer pays a certain sum in 180 installments as per Promissory Note and Security Agreement, and if the undersigned Buyer pay all installments on or before the date they are due, Seller shall convey to Buyer, by a stamped warranty deed, title to the above property, subject only to easements, covenants, and restrictions of record, and real estate taxes for 2003 and subsequent years.

Should Buyer default on any of his obligations to pay such installment, Seller shall record a notice of termination of such Articles of Agreement for Deed, and such notice of termination shall be conclusive evidence of the termination, and may be relied on by all parties as evidence of termination of such agreement, while all payments received by Seller from Buyer shall remain with Seller as damages for Buyer's default.

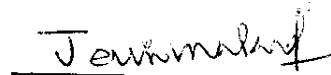
SELLER:


Ned Malley

BUYER:

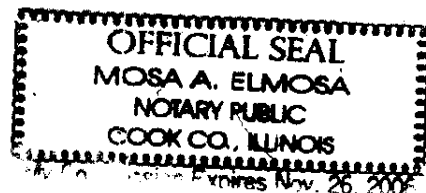

George Panicker

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."


Jain Makil

Subscribed and sworn to before me this 8th day of January 2004.


Notary Public



DONE AT CUSTOMER'S REQUEST

L.F.

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ASSIGNMENT OF INTEREST IN CONTRACT TO PURCHASE UNDER ARTICLES OF AGREEMENT

THIS ASSIGNMENT (the "Assignment") made and entered into this 5 th day of April, 2007 (the "Execution Date"), AMONGST

George Panicker and Jain Makil of 618 Burdette Av. In Glendale Heights, Illinois 60139
 (the "Assignor and or initial buyer")

OF THE FIRST PART

and

Kanwal Junejo of Chicago, Illinois
 (the "Assignee and or new buyer")

OF THE SECOND PART

and

Ned Malley of 11533 Brookshire Dr. in Orland Park, Illinois 60467
 (the "seller and or current property owner").

OF THE THIRD PART

BACKGROUND:

1. The Assignor and the seller executed a "Contract" to purchase Under Articles of Agreement on January 8th 2004 (the "Contract") for the property and business located at 8200 S. Kedzie in Chicago, Illinois more commonly known as Kedzie Citgo Gas Station.
2. As of the date of this agreement, the Assignor has not fulfilled all of the terms of the agreement and has not completed the acquisition of the property under all of the terms of the articles of agreement.
3. The Assignor desires to assign all of their interest in the contract to the Assignee and the Assignee desires to acquire all of their interest in the contract from the Assignor.
4. The seller desires to permit the assignment of the contract to the assignee according to certain terms and conditions as follows:
5. The Assignee will acquire all rights in the Contract previously afforded to the Assignor including the status as buyer.

IN CONSIDERATION OF and as a condition of the parties entering into this Assignment and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Assignment agree as follows:

Sale and Purchase

1. By execution of this Assignment, the Assignor agrees to assign to Assignee and to the fullest extent permitted by the Agreement, assigns all its rights, interests, title and benefits in the Contract to the

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Assignee. The Assignee will become the buyer in the contract taking the place of the Assignor in the contract with all the rights and obligations previously afforded to the Assignor. The Assignee, as a buyer in the contract, will be bound by the terms and conditions of the Contract to Purchase under Articles of Agreement, and this Agreement. Upon the assignment of the Interest to the Assignee, the Assignor will cease to be a buyer in the Partnership, but remain obligated under the terms of the contract and this agreement, if for whatever reason, the assignee fails to fulfill all of the terms and conditions of contract.

Consideration and purchase price.

2. As full consideration for the assignment of the Interest the Assignee has submitted and the Assignor has accepted the following in consideration.
 1. Assignee agrees to pay to Assignor \$100,000 (one hundred thousand dollars), plus the price of the inventory. not less than
 2. Assignee also agrees to pay to Assignor upon the completion of the contract to purchase under articles of agreement ~~an amount in addition to the one hundred thousand dollars~~ an amount of the balance due to Assignor pursuant to separate Agreement for Purchase of*
 3. Upon the execution of this agreement, and in consideration of Seller consenting to this agreement, Assignor shall compensate the Seller for all past due payments including past due property taxes, and any installments payments that are in default. An exact accounting of this shall be incorporated as exhibit A and attached to this agreement.
- *Busines and Real Estate Sale Contract, both being dated April 5, 2007.

Closing

3. The closing of this agreement (the "Closing") will take place on April 5, 2007 (the "Closing Date") at the offices of the Seller or at such other time and place as the parties mutually agree.

Representations and Warranties of the Assignor

4. The Assignor warrants that the Assignor has 100% interest in the Contract and that the Assignor has the legal right to execute and perform an assignment of the Interest.
5. The Assignor warrants that the Interest is free and clear of all liens, encumbrances, restrictions and claims other than those of the seller.
6. The Assignor warrants that on completion of this Assignment the Assignor will retain no residual interest or interests in the Contract other than remaining personally and jointly liable per the terms of the contract and this agreement, if the assignee fails to fulfill of the terms of the contract.
7. The Assignor warrants that the Assignor is not in any way in default of any of the expressed or implied terms and conditions of the Contract with seller. All past due payments owed to Seller shall be paid in full at the time of closing of this agreement. *\$ _____ to the current property owner
8. The Assignor also warrants that this Assignment is in full compliance with all terms and conditions of the Contract.
9. The Assignor warrants that the Assignor is not bound by any other contractual agreement or legal

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requirement that would be violated by this Assignment.

10. The Assignor warrants that it has provided the Assignee with the most current copy of the Contract to purchase under articles of agreement inclusive of all amendments and or riders.
11. The Assignor warrants that no other consent is required from any other party or government entity authorizing this Assignment except for those consents of the seller which is contained in this Assignment.

Assignee's Obligations

12. On Closing of this Assignment, the Assignee will observe and perform any and all terms and conditions of this Agreement and the contract, relating to the newly acquired rights, that were previously binding on the Assignor.
13. Assignee agrees to fulfill all of the terms of the contract and this agreement.

Transitional Rights and Obligations

14. To the full extent permitted by this Agreement, all income, rights, benefits, obligations and liabilities of the ~~Interest~~ ^{Contract} will belong to the Assignor before the Closing and will transfer to the Assignee after the Closing.
15. Even though Seller shall consent to this agreement, the Assignor agrees to remain both personal and jointly liable under all the terms of the Contract and this agreement, if for whatever reason the assignee fails to full fulfill all of the terms and conditions of the contract.

Consent of Remaining Partners

16. All parties consents to the terms and conditions of this Assignment with the intent that the Assignee will become the new buyer as per the terms of the contract with all of the rights, benefits, obligations and liabilities previously afforded to the Assignor under the Contract as amended.

Governing Law

17. The Assignor, Assignee and Seller submit to the jurisdiction of the courts of the State of Illinois for the enforcement of this Assignment ~~or any arbitration award or decision arising from this Assignment~~. This Assignment will be enforced or construed according to the laws of the State of Illinois.

Miscellaneous

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18. Time is of the essence in this Assignment.
19. This Assignment may be executed in counterparts.
20. All warrants and representations of the Assignor and the Assignee connected with this Assignment will survive the Closing.
21. This Assignment will not be assigned either in whole or in part by any party to this Assignment without the written consent of the other party and the seller.
22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Assignment. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
23. If any term, covenant, condition or provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Assignment will in no way be affected, impaired or invalidated as a result.
24. This Assignment contains the entire agreement between the parties. All negotiations and understandings have been included in this Assignment. Statements or representations which may have been made by any party to this Assignment in the negotiation stages of this Assignment may in some way be inconsistent with this final written Assignment. All such statements are declared to be of no value in this Assignment. Only the written terms of this Assignment will bind the parties.
25. This Assignment and the terms and conditions contained in this Assignment apply to and are binding upon the Assignor, the Assignee, the Seller and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.
26. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or via facsimile with confirmation to the parties at the addresses contained in this Assignment or as the parties may later designate in writing.
27. All of the rights, remedies and benefits provided by this Assignment will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.
28. The interest of Assignor hereunder shall be deemed to be, or deemed to be in the nature of, a security interest granted by a secured lender to a borrower. Accordingly, Assignor shall have the right to file appropriate UCC filings to evidence its position vis-a-vis Assignee.

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THIS ASSIGNMENT IS MADE ON THE DATE OF INITIAL CLOSING, BEING APRIL 5, 2007, SAID INITIAL CLOSING BEING DESCRIBED IN PARAGRAPH 11 OF THE RIDER TO THE REAL ESTATE SALE CONTRACT AND PARAGRAPH 13 OF THE AGREEMENT FOR PURCHASE OF BUSINESS.

IN WITNESS WHEREOF the Assignor, the Assignee and the Seller have duly affixed their signatures under hand and seal on this 5 th day of April, 2007.

Date George Panicker
George Panicker (Assignor)

4-5-07 _____
Date Ned Milley (Seller)

Date Jain Makil
Jain Makil (Assignor)

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

Date Karwal Junejo
Karwal Junejo (Assignee)

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