Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

Doc#: 1120149020 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 07/20/2011 10:41 AM Pg: 1 of 14

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 08-22-401-054-0000

Address:

Street:

100 E. BUSSE ROAD

Street line 2:

City: ELK GROVE VILLAGE

State: IL

Lender: NORTHSIDE COMMUNITY BANK

Borrower: SNJ HOSPITALITY LLC

Loan / Mortgage Amount: \$3,097,500.00

County Clarks
requi This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 56660A89-E8AA-4656-B00D-BE063F2D8580

Execution date: 07/20/2011

RECORDATION REQUESTED BY:

NorthSide Community Bank Attn: Mr. Edward D. Egelston 800 N. Route 83 Mundelein, IL 60060

THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED RETURN TO:

Crowley Barrest & Karaba, Ltd. 20 S. Clark Street, Suite 2310 Chicago, IL 60603-1505 Attention: Thomas F. Karaba

MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND FXTENSION AGREEMENT ("Modification Agreement") is made and effective as of July 20, 2011, by and between SNJ HOSPITALITY LLC, an Illinois limited liability company ("Egrower") and SHRIJI HOSPITALITY INCORPORATED, an Illinois corporation, GTK HOSPITALITY, INC., an Illinois corporation, JANARDAN TRIVEDI, URMILABEN TRIVEDI, CHANDRESH BRAHMBHATT, and BIMAL BRAHMBHATT (individually, collectively, jointly and severally herein referred to as "Guarantor" or as the "Guarantors"), and NorthSide Community Bank, an Illinois state bank ("Lender").

WITNESSETH:

WHEREAS, on or about July 20, 2006, Lender made a term load (the "Loan") to Borrower in the amount of Three Million Five Hundred Sixty Thousand and No/100 Dollars (\$3,560,000.00) (the "Loan");

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated, unless otherwise noted, as of July 20, 2006 (collectively the "Loan Documents"):

- 1. Business Loan Agreement made by and between Borrower and Lender ("Loan Agreement");
- 2. Promissory Note made by Borrower payable to Lender in the amount of Three Million Five Hundred Sixty Thousand and No/100 Dollars (\$3,560,000.00) ("Note");

- 3. Mortgage from Borrower to Lender mortgaging the real property commonly known as 100 Busse Road, Elk Grove Village, Illinois and legally described on the attached Exhibit A (the "Real Property"), recorded in the Office of the Cook County Recorder of Deeds on August 17, 2006 as Document No. 0622902326 ("Mortgage");
- 4. Assignment of Rents from Borrower to Lender covering the Property, and recorded in the Office of the Cook County Recorder of Deeds on August 17, 2006 as Document No. 0622902327 ("Assignment of Rents").
- 5. Commercial Security Agreement executed by the Borrower;
- 6. UCC Financing Statement recorded in the Office of the Cook County Recorder of Deeds on August 17, 2006 as Document No. 0622902328;
- 7. UCC Financing Statement filed with the Illinois Secretary of State on July 24, 2006 as Document No. 11174426;
- 8. The unlimited Commercial Guaranty of Shriji Hospitality Incorporated, an Illinois corporation, GTK Hospitality, Inc., an Illinois corporation, Janardan Trivedi, Chandresh Brahmbhatt and Pimal Brahmbhatt (the "Guaranty"); and
- 9. any and all other documents and instruments given at any time to evidence and secure the Loan.

WHEREAS, as of the date hereof, there is a principal balance on the Loan in the amount of Three Million Two Hundred Eighty-Three Thousand Tive Hundred Twenty-Nine and 49/100 Dollars (\$3,283,529.49);

WHEREAS, Borrower has requested and Lender has agreed to consent to an extension of the Maturity Date and a reduction of the interest rate on the Loan, and to the modification of certain of the other terms and conditions of the Loan, all subject to the terms and conditions herein provided;

WHEREAS, Lender will agree to the requested extension of the Loan and other modifications thereof if and only if Urmilaben Trivedi agrees to also guaranty the Loan, and Urmilaben Trivedi has agreed to personally guaranty the Loan and to be added to the Guaranty; and

WHEREAS, Lender, Borrower, and each of the Guarantors have agreed to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. Extension Costs and Fees. Simultaneously with the execution and delivery of this Modification Agreement, and as a condition precedent to the modification of the Loan as provided herein, Borrower shall pay to Lender (a) a non-refundable extension fee in the amount of Zero (\$0.00), plus (b) any and all other third party costs and attorneys' fees incurred by Lender in connection herewith.
- 2. <u>Principal Loan Reduction</u>. Simultaneously with the execution and delivery of this Modification Agreement, and as a condition precedent to the modification of the Loan as provided herein, Borrower shall pay to Lender the sum of One Hundred Eighty-Six Thousand Twenty-Nine and 49/100 Dollars (\$186,029.49) to be applied to the outstanding principal of the Loan. Thereafter, the outstanding principal balance of the Loan shall be Three Million Ninety-Seven Thousand Five Hundred and No/100 Dollars (\$3,097,500.00).
- 3. Modification of Loan Documents. Subject to the terms and provisions herein contained, and subject to the payment of the costs and fees described in Section 1 above, the terms and provisions of the Loan Agreement, and the corresponding provisions of the other Loan Documents, are hereby modified and amended effective as of the date hereof, so as to provide as follows:
 - (a) Maturity Date. The Maturity Date is hereby extended to July 20, 2014.
 - (b) <u>Loan Agreement Amendments</u>. <u>Section 1.1(b)</u> of the Loan Agreement is amended so as to make that part of the Loan Agreement read as follows:
 - 1.1 (b). Term Loan. Subject to the erms of this Agreement, Lender shall make a Three Million Ninety-Seven Thousand Five Hundred and No/100 Dollars (\$3,097,500.00) term loan available to Borrower. This Loan shall be payable in Thirty-Five (35) monthly instalments based upon a level twenty (20) year amortization with the first payment of principal and interest of \$22,640.50 due on August 20, 2011, with each additional payment due on the same day of each month thereafter, and with, unless otherwise accelerated by Lender, a final payment of all amounts due and owing on July 20, 2014 (the "Maturity Date").

Section 1.5(a) of the Loan Agreement is amended so as to make that part of the Loan Agreement read as follows:

- 1.2 Prepayment. A prepayment fee (in an amount described below) (the "Prepayment Fee") shall be immediately due and payable in the event:
 - (a) that Borrower voluntarily prepays the Indebtedness;
- (b) that Borrower involuntarily prepays the Indebtedness evidenced hereby as a result of any exercise or enforcement by Lender of any right or remedy provided for hereunder or otherwise available to Lender, including, without limitation, acceleration (whether in whole or in part) of the Indebtedness, application of insurance

proceeds or condemnation awards, or commencement of foreclosure proceedings (or acceptance of a deed in lieu thereof); or

(c) of any voluntary or involuntary sale, conveyance, assignment, mortgage, hypothecation, or transfer (including, without limitation, transfer in lieu of foreclosure) of any portion of, or right in or to, the Real Property.

The Prepayment Fee shall be equal to:

- (x) 3.0% of the aggregate outstanding amount of the Indebtedness (on the date of the relevant event described in (a), (b) or (c) above) if such event occurs on or before July 20, 2012;
- (v) 2.0% of the aggregate outstanding amount of the Indebtedness (on the date of the relevant event described in (a), (b) or (c) above) if such event occurs after July 20, 2012 but on or before July 20, 2013;
- (z) 1.0% of the aggregate outstanding amount of the Indebtedness (on the late of the relevant event described in (a), (b) or (c) above) if such event occurs after July 20, 2013 but on or before January 20, 2014.

The parties agree that the Prepayment Fee is a material term of this transaction and is necessary to prevent Lender from suffering an actual loss by reason of Borrower's prepayment and, but for Lender having the right to demand and collect the Prepayment Fee, Lender would not have entered into this transaction. The parties further acknowledge and agree that the foregoing Prepayment Fee is reasonable in as much as that, as of the date hereof, the date of prepayment and the rate of return available to Lender as of such date are incapable of estimation, and that such Prepayment Fee has been agreed to and bargained for by the parties in lieu of such calculation.

Section 1.5(a) of the Loan Agreement is amended so as to make that part of the Loan Agreement read as follows:

1.5 (a). Interest on Loan. The unpaid principal amount of the Loan shall bear interest from the date thereof until the Maturity Date (whether by acceleration or otherwise) at Six and 25/100 percent (6.25%).

Section 1.6 of the Loan Agreement is amended so as to make that part of the Loan Agreement read as follows:

1.6 Late Charges. If any payment is five (5) days or more late, Borrower will be charged 5.00% of the payment amount or \$100.00, whichever is greater.

Section 3.1(c) of the Loan Agreement is amended so as to make that part of the Loan Agreement read as follows:

(i) but in no event later than 20 days after the end of each fiscal quarter, Borrower's quarterly balance sheet and income statement for the quarter ended compiled by a certified public accountant satisfactory to Lender, and (ii) but in no event later than 120 days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, cor piled by a certified public accountant satisfactory to Lender, and, (iii) as soon as available, but in no event later than 30 days after filing, Borrower's chief financial officer or other officer or person acceptable to Lender. All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Section 3.1(v) of the Loan Agreement is amended so as to make that part of the Loan Agreement read as follows:

Tax and Insurance Reserve Beginning with the principal and (v) interest payment due on August 20, 2611, Borrower shall pay monthly into a reserve account established with Lender an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums due on the Real Property, as estimated by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Borrower shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender. Lender shall have the right to draw upon the reserve account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default.

The Loan Agreement is further amended so as to add a <u>new sub-section 3.1(y)</u> to the Loan Agreement that shall read as follows:

(y) Covenant Violation Fee. Pay to Lender a fee equal to \$250.00 for Borrower's violation of any covenant contained in this Agreement or in

any Related Documents. Acceptance of such payment by Lender shall not constitute a waiver by Lender of any of Lender's rights under this Agreement or under the Related Documents.

- 4. Replacement Guarantor. Simultaneously with the execution and delivery of this Modification Agreement, and as a condition precedent to the modification of the Loan as provided herein, Urmilaben Trivedi shall be added as an additional Guarantor of the Loan and all of the Guarantors shall execute a new Replacement Guaranty in the principal amount of \$3,097,500.00.
- 5. Replacement Note. Simultaneously with the execution and delivery of this Modification Agreement, and as a condition precedent to the modification of the Loan as provided herein Eurrower shall execute a new Replacement Note in the principal amount of \$3,097,500.00.
- 6. Reaffirmation of Loan Documents. Except as expressly herein provided, the Borrower and each of the Guarantors hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Documents, and further agree that said terms, provisions, representations and warranties shall remain in full force and effect. The Borrower and each of the Guarantors further acknowledge that nothing contained herein shall be construed to limit or release the liability or obligations of Borrower or any Guarantor under any of the Loan Documents
- 7. No Defenses. Borrower and each of the Guarantors represent to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, Borrower and each of the Guarantors hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, comployees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documen s.
- 8. <u>Disclaimer</u>. Borrower and each of the Guarantors expressly disclaims any reliance on any oral representation made by Lender with respect to the subject matter of this Modification Agreement. Borrower and each of the Guarantors acknowledges and agrees that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Modification Agreement is executed and delivered to Lender as an inducement to extend the term of the Loan and to decrease the interest rate of the Loan.

9. General Release of Lender.

(a) Except as to the obligations imposed upon Lender, as provided herein and in the other Loan Documents, Borrower and each of the Guarantors, on behalf of itself and its respective successors and assigns, and each of them, does each hereby forever relieve, release, acquit and discharge Lender and its predecessors, successors and assigns, and their respective past and present attorneys, accountants, insurers, representatives, affiliates, partners, subsidiaries, officers, employees, directors, and shareholders, and each of them (collectively, the "Released")

Parties"), from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys' fees), damages, injuries, actions and causes of action, of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, which Borrower or any of the Guarantors now owns or holds or has at any time heretofore owned or held or may at any time hereafter own or hold against the Released Parties, or any of them, by reason of any acts, facts, transactions or any circumstances whatsoever occurring or existing through the date of this Modification Agreement, including, but not limited to, those based upon, arising out of, appertaining to, or in connection with the Recitals above, the Loan, the facts pertaining to this Modification Agreement, any collateral heretofore granted to Lender or granted in connection herewith, or to any other obligations of Borrower or any of the Guarantors to Lender, or the lending arrangements between Lender and Borrower or any of the Guarantors.

- may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true. Nevertheless, it is the intention of Borrower and each of the Guarantors through this Modification Agreement, to fully, finally and forever release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.
- owner of all right, title and interest in and to every claim and other matter which they purport to release herein, and they have not heretofore assigned or transferred, or purported to assign or transfer to any Person any claims or other matters herein released. Borrower and each of the Guarantors shall indemnify, defend and hold Lender and each of the other Released Parties harmless from and against any claims, liabilities, actions, causes of action, demands, injuries, costs, and expenses, (including, but not limited to, attorneys rees), based upon or arising in connection with any such prior assignment or transfer, or any such purported assignment or transfer, or any claims or other matters released herein.
- amounts owing under the Note and any of the other Loan Documents shall be made on the actual number of days elapsed over a year of 360 days. Borrower and each of the Guarantors hereby acknowledges and agrees that (i) notwithstanding anything contained in any applicable Illinois statute to the contrary, interest accruing on all obligations owing to Lender shall be calculated on a period consisting of 360 days for each actual day elapsed, (ii) such computation method results in an actual effective rate of interest higher than the stated rate, and (iii) Borrower and each of the Guarantors has been advised of this fact and the parties have specifically contracted for and agreed to such calculation method for the computation of interest.
- 11. <u>Waiver of Class Actions</u>. All parties to this Modification Agreement agree that EACH PARTY HERETO MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, and not as a plaintiff or class representative or class member in any purported class or representative proceeding. Further, each party agrees that the court may not

consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

- Borrower agrees to pay upon demand all of Lender's out-of-pocket 12. Costs. expenses, including attorneys' fees, incurred in connection with the preparation, negotiation and/or recording of this Modification Agreement. Lender may pay someone else to help collect the Loan, and Borrower and/or each of the Guarantors will pay that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also will pay any court costs, in addition to all other sums provided by law.
- Jurisdiction, Jury Waiver. This Modification Agreement has been delivered to 13. Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, under the Loan Documents, this Modification Agreement or any documents executed in connection herewith, each of the undersigned agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County in the State of Illinois. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHERS. This Modification Agreement shall be governed by and construed in accordance with the laws of the State of Alinois.
- Successors and Assigns. All covenants and agreements contained by or on behalf of the parties hereto, as applicable, shall bind their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns. Neither Borrower nor any of the Guarantors shall, however, have the right to assign its respective rights under this Modification Agreement or the Loan Documents or any interest therein, without the prior written consent of Lender.
- Counterparts. This Modification Agreement (7.1) be executed by the parties hereto in any number of counterparts, each of which shall constitute an original document, and 15. all of which when taken together shall constitute one and the same agreement. Office

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned Borrower and each of the Guarantors has caused this instrument to be executed and acknowledged as of the day and year first above written.

BORROWER:

SNJ HOSPITALITY, LLC

an Illinois limited liability company

By: Shriji Hospitality Incorporated,

an Illinois corporation

and a Member of SNJ Hospitality, LLC

Name: Charcinesh B

Its:

By: GTK Hospitality, Inc.

an Illinois corporation

and a Member of SNJ Hospitality, LLC

By:

Name:

Its:

GUARANTORS:

SHRIJI HOSPITALITY INCORPORATED

an Illinois corporation

By:

Name: Its:

GTK HOSPITALITY, INC.

an Illinois corporation

By:

Name:

CHANDRESH BRAHMBHATT

JUNIA CIENTIS OFFICE

GECLIENTS/NORTHSIDE (1496)/SNI HOSPITALITY (154)/MODIFICATION AGMT (FIRST) 071211 (2ND VERSION).DOCX

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LENDER:	
NORTHSIDE COMMUNITY BANK	
By: Church . Gelslon Edward D. Egelston Its: Vice President	
BORROWER ACKNOWLEDGEMENT LAKE LAKE DAVIS is and for the Country of Gook in the State of L	Ilinois, DO
I, the undersigned, a Notary Public in and for the County of Gook in the State of I HEREBY CERTIFY that Change at Bean By Art and John River and are personally known to the to be the same persons whose names are subscribed to the instrument as such officers of the members of Borrower appeared before me this day in acknowledged that they each signed and delivered this instrument as his or her free and act, and as the free and voluntary act of Borrower for the uses and purposes therein set for	e foregoing person and d voluntary
Given under my hand and notarial seal (b). (day of July, 2011. (FFICIAL HEIDIN NOTARY PUBLIC, S	AL SEAL" MUSICH STATE OF ILLINOIS Expires 10/22/2013
LENDER ACKNOWLEDGEMENT	
I, the undersigned, a Notary Public in and for the Count, of Cook, in the State DO HEREBY CERTIFY that EDWARD D. EGELSTON, personally known to me Vice President of NORTHSIDE COMMUNITY BANK, an Illinois state bank, appeared before me this day in person and acknowledged that he signal and delive instrument as his own free and voluntary act and as the free and voluntary act of sa the uses and purposes therein set forth.	personally ered the said
Given under my hand and notarial seal this 20 day of July, 2011.	I'AL SEAL" I'VILSICH OF TUNOIS EXPRESE 104 - 4013
Holin Lague	

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GUARANTORS' ACKNOWLEDGEMENTS

7.44	LAKE.	
I, the undersigned, a Notary Public in and for the County of Gook in the State of Illinois, DO HEREBY CERTIFY that JOHN TRIVES! is personally known to me to		
DO HEREBY CERTIFY that JOHN TRIVED! is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the		
be the same person whose name is subscribed to the foregoing property of GTK HOSPITALITY, INC., whose name is subscribed to the foregoing of GTK HOSPITALITY, INC., whose name is subscribed to the foregoing		
Common appeared before me this day in person and acknowledged that he/she		
signed and delivered this instrument as his/her free and voluntary act, and as the free and		
voluntary act of Guarantor, for the uses and purposes therein set forth.		
Given under my hand and notarial seal this day of July, 2011.		
/ / \ / \ / \ \ / \ \ \ \ \ \ \ \ \ \ \		
	HEIDI MUSICH	
NOTA	ARY PUBLIC, STATE OF ILLINOIS 🕻	
Notary Public My C	ommission Expires 10/22/2013	
0.5	1 AUP.	
I, the undersigned, a Notary Public in and for	the County of Cook in the State of Illinois,	
BO LIDDEDY CERTIEV that ("HANNES H. BRAHM) BHHT! IS PERSONALLY KNOWN to the to		
to a name is subscribed to the foregoing instrument as me		
- COUNTIL HOCDITAL IT VALLED RATED, WHOSE HAIR IS SUBSTITUTE TO MAKE		
c : : the same of Guaranter appeared before me inis day in person and acknowledged that		
he signed and delivered this instrument as his/her free and voluntary act, and as the free		
voluntary act of Guarantor, for the uses and purposes therein set forth.		
Given under my hand and notarial seal this 30 day of July, 2011.		
/ /		
1/	HEIDI MUSICH	
- 	TARY PUBLIC, STATE OF ILLINOIS Commission Expires 16/22/2013	
Notary Public My	manuficas se man	
	LAKE	
I the undersigned a Notary Public in and fo	or the County of Cook in the State of Illinois,	
- a company CERTIEN that IAMARINAN IRIVE	I) is nersonally known to his to the same	
1 1 1 1 4 the foregoing instrument as chialando, appeared in the		
person whose name is subscribed to the foregoing instrument as Guardines, 411 this day in person and acknowledged that he signed and delivered this instrument as his free and		
voluntary act, for the uses and purposes therein set forth.		
voluntary does, for the same of		
Given under my hand and notarial seal this act day of	of July, 2011.	
	WOFFICIAL SEAL"	
	HEIDLMUSICH S	
- / Clim	NOTARY PUBLIC, STATE OF ILLINOIS \$	
Notary Public	My Commission Expires 10/22/2013	

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I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that CHANDRESH BRAHMBHATT is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Guarantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this May of July, 2011.

Notary Public

"OFFICIAL SEAL"
HEIDI MUSICH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/22/2013

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that BIMAL BRAHMBHATT is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Guarantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under/my hand and notarial seal this day of July, 2011.

Notary Public

"OFFICIAL SEAL" HEIDI MUSICH

NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/22/2013

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that URMILABEN TRIVEDI is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Guarantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of July, 2011.

Notary Public

"OFFICIAL SEAL"

HEIDI MUSICH NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 10/22/2013

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EXHIBIT A

Legal Description of Real Property

LOT 1 IN TIMOTHY A. BUSSE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1985 AS DOCUMENT NO. 85238719, IN COOK COUNTY, INCINOIS

Commonly known as: 100 E. BUSSE ROAD, ELK GROVE VILLAGE, ILLINOIS COOP COUNTY CLOTHS OFFICE

PIN: 08-22-401-054-0000 VCL. 050