

# UNOFFICIAL COPY



1331929003

Facsimile memorandum of  
Cross-Guaranty, Cross-Default  
Cross-Collateralization, and  
Contribution Agreement

Doc#: 1331929003 Fee: \$68.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/15/2013 10:05 AM Pg: 1 of 15

Permanent Index Number: 02-23-402-031-0000  
Commonly known as: 1300 Hicks Road, Rolling Meadows, Illinois 60008  
County: Cook County, Illinois  
Legal:

THE WEST 150.0 FEET (EXCEPT THE NORTH 75.0 FEET THEREOF AND EXCLUDING THAT PART BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 IN NORTHWESTERN INDUSTRIAL PARK UNIT NO. 2; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 15.0 FEET; THENCE SOUTHEAST ON A STRAIGHT LINE 21.23 FEET TO A POINT ON THE SOUTH LINE OF LOT 10 AFORESAID, 15.0 FEET EAST OF SAID SOUTHWEST CORNER OF LOT 10; THENCE WEST ALONG SAID SOUTH LINE OF LOT 10, A DISTANCE OF 15.0 FEET, TO THE POINT OF BEGINNING) OF LOT 10 IN NORTHWESTERN INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTH 250.0 FEET OF THE WEST 871.20 FEET OF THE SOUTHWEST ¼ OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This instrument was prepared by, and after recording should be returned to:

John Conway, Esq.  
Sullivan Hincks & Conway  
120 West 22<sup>nd</sup> Street, Suite 100  
Oak Brook, IL 60523  
(630) 573-5021

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PREPARED BY:

John Conway, Esq.  
 Sullivan Hincks & Conway  
 120 West 22<sup>nd</sup> Street  
 Suite 100  
 Oak Brook, IL 60523

WHEN RECORDED, RETURN TO:

John Conway, Esq.  
 Sullivan Hincks & Conway  
 120 West 22<sup>nd</sup> Street  
 Suite 100  
 Oak Brook, IL 60523

**CROSS-GUARANTY, CROSS-DEFAULT,  
 CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT**

**Property Information****Property 1**

Permanent Index Number: 02-23-402-031-0000  
 Commonly known as: 1300 Hicks Road, Rolling Meadows, Illinois 60008  
 County: Cook County, Illinois

**Property 2**

Permanent Index Number: 19-34-155-007-0000  
 Commonly known as: 609 South Main Street, Algonquin, Illinois 60102  
 County: McHenry County, Illinois

**Property 3**

Permanent Index Number: 14-12-17-401-001  
 Commonly known as: 270 West North Street, Manhattan, Illinois 60442  
 County: Will County, Illinois

**Property 4**

Permanent Index Number: 07-30-407-038-0000  
 Commonly known as: 2626 Ogden Avenue, Aurora, Illinois 60504  
 County: DuPage County, Illinois

**UNOFFICIAL COPY****Property 5**

Permanent Index Number: 12-27-121-038-0000  
 Commonly known as: 9500 Grand Avenue, Franklin Park, Illinois 60131  
 County: Cook County, Illinois

**Property 6**

Permanent Index Number: 03-30-100-025  
 Commonly known as: 1740 West Army Trail Road, Addison, Illinois 60101  
 County: DuPage County, Illinois

**Property 7**

Permanent Index Number: 04-13-312-036-0000  
 Commonly known as: 27W572 Roosevelt Road, Winfield, Illinois 60190  
 County: DuPage County, Illinois

**Property 8**

Permanent Index Number: 45-00-24-276-013.0000-027  
 Commonly known as: 8310 Calumet Avenue, Munster, Indiana 46321  
 County: Lake County, Indiana

**Property 9**

Permanent Index Number: YUNE 00037  
 Commonly known as: N4788 State Road 67 & 12, Elkhorn, Wisconsin 53121  
 County: Walworth County, Wisconsin

THIS CROSS-GUARANTY, CROSS-DEFAULT, CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT (this "Agreement"), made as of August 8<sup>th</sup>, 2013, by WORLD FUEL SERVICES, INC. D/B/A TEXOR PETROLEUM ("Lender") and SANDIPKUMAR PATEL, a/k/a Sandip Patel and Sonny Patel, and the following entities SAHELI 41490 CORP., SAHELI 3005 CORP., SAHELI 2801 CORP., SAHELI 4000 CORP., SAHELI 210 CORP., SAHELI 5500 CORP., SAHELI 27 CORP., SAHELI 2301 CORP., SAHELI 4200 CORP., SAHELI 830 CORP., SAHELI 16701 CORP., SAHELI 204 CORP., SAHELI 471 CORP., HARI KRUPA, CORP., SAHELI 2124 CORP., SAHELI 609 CORP., SAHELI 9500 CORP., SAHELI SAGUN CORP., SAHELI 320 CORP., PRAMUKH DARSHAN CORP., SAGUN SAHELI CORP., PRAMUKH KRUPA CORP., and HARI DARSHAN CORP. (Collectively referred to herein as "Borrower").

WHEREAS, Borrower has executed and delivered to Lender those certain promissory notes in the original principal amount in the aggregate sum of THREE MILLION TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$3,025,000.00) (the "Note"), in evidence of a loan in such amount (the "Loan") being made by Lender to Borrower;



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WHEREAS, the promissory notes comprising the Loan and the Note are further described on Exhibit 2, attached hereto and fully incorporated herein by reference;

WHEREAS Borrower acknowledges signing all of the promissory notes that are listed on Exhibit 2, and all such promissory notes are valid and binding on the Borrower;

WHEREAS, the Lender and Borrower are parties to various fuel supply agreements that secure the continued supply of fuel at the Borrower's various locations as identified herein on Exhibits 1 and 2;

WHEREAS, the Borrower has requested that Lender make additional loans Of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) to certain entities for the benefit of Borrower and to secure additional extensions of credit for the Borrower and for the Borrower's benefit, and to secure the continued, uninterrupted supply of fuel to the Borrower;

WHEREAS, the Loan and the Note are secured by (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage"), encumbering the real property located in Cook County, Illinois and elsewhere and further described on Exhibit 1 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Mortgage; (ii) a Security Agreement, and (iii) certain other documents and instruments (the Note, the Mortgage, the Security Agreement and such other documents and instruments, as the same may, from time to time be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Loan Documents");

WHEREAS, the persons and entities comprising the Borrower all are affiliates of each other, and each will derive substantial benefit from the Loan, the Loan Documents, the future loans and this Agreement;

WHEREAS, Lender has required that this Agreement be executed and delivered as a condition of the Loan, the future loans and the supply of fuel;

WHEREAS, the Borrower agrees and acknowledges that the Borrower derives a significant benefit from entering into this Agreement:

NOW THEREFORE, in consideration of the extensions of credit, the supply of fuel, the making of the loans as described herein, the covenants and promises contained herein, the exchange of ten dollars (\$10.00) in hand paid on to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby agreed and acknowledged, the Parties hereto agree as follows:

1. Cross-Guaranties. Effective as of the date hereof:

(a) The Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Guaranty") the payment when due, by stated maturity, acceleration or

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otherwise, of the Note and all other loans made by Lender to Borrower, and each of them individually and collectively. The Guaranty as set forth herein is a guaranty of payment and not of collection;

2. Cross-Default and Cross-Collateralization. The Loan Documents, are hereby amended and modified (such amendment and modification, a "Cross-Collateralization") as follows:

(a) an Event of Default under the Note, the Security Agreement or any of the other Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under any and all promissory notes described on Exhibit 2 and defined as the Note, the Security Agreement, the other Loan Documents, and the Mortgage (as the term "Event of Default" is defined therein);

(b) the Security Agreement and all of the other Loan Documents securing or guaranteeing the Note and the obligations of the Borrower also shall secure and guaranty the Guaranty;

(c) the aggregate principal amount secured by the Security Agreement, the Mortgage, the Note and the other Loan Documents shall be FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,500,000.00).

3. Contribution.

(a) Each of the Borrowers hereby acknowledges and agrees that, due to the fact that the Loan is hereby cross-defaulted and cross-collateralized, each of the Borrower has a direct and material interest in preventing the occurrence of an Event of Default under any of the Loan Documents (as the term "Event of Default" is defined therein). Accordingly, each of the Borrower is willing to commit to make or receive loans (each an "Intra-Borrower Loan", and collectively, the "Intra-Borrower Loans") in order to provide for the payment of all amounts due under the Loan Documents and, in so doing, to avoid an Event of Default thereunder.

(b) All Intra-Borrower Loans deemed to be made under this Agreement shall be evidenced by this Agreement and shall not be evidenced by any separate instrument. Each Borrower hereby waives presentment, notice of dishonor, protest and notice of non-payment or non-performance with respect to each Intra-Borrower Loan for which it is liable under this Agreement.

4. Documents to be delivered to Lender. On the date hereof, the Borrower shall cause to be delivered to Lender:

(a) the Security Agreement, this Agreement, the Mortgage(s), corporate resolutions for each Borrower, certificate of good standing for each Borrower, and

(b) such other documents and instruments as Lender may require.

5. Release of Properties. (a) Notwithstanding any provision contained in any of the Loan Documents to the contrary, the Borrower agrees that none of the Properties may be released from the liens of any of the Loan Documents or the liens created under this Agreement except in accordance with this Section. The Borrower may cause one or more of the Properties to be released from the liens

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created hereby and by the related Loan Documents, but only upon the satisfaction of all of the following conditions:

(i) Lender shall have received from the applicable Borrower at least thirty (30) days' prior written notice of the date proposed for such release (the "Release Date"), the amount of the proposed payoff to the Lender and the identification of the real property that Borrower requests the release for;

(ii) no Event of Default under any of the Loan Documents shall have occurred and be continuing as of the date of such notice and the Release Date;

(iii) Lender shall have received from the Borrower with respect to the real property identified above, the statements of the cash flow and debt service compiled by a certified public accountant acceptable to Lender in accordance with generally accepted accounting principles consistently applied in form and substance acceptable to Lender;

(iv) Borrower shall have paid all of Lender's costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, in connection with the release of the released property.

(b) Upon any partial prepayment of the principal balance of a Note in accordance with this Section 5, the monthly payments of principal and interest required from Borrower thereafter under the Note shall be adjusted for the remainder of the term thereof to an amount equal to the monthly payment prior to such application multiplied by a fraction, the numerator of which is the original principal balance thereof less the funds so applied as a partial prepayment and the denominator of which is the original principal balance thereof.

6. **Costs and Expenses.** The Borrower, jointly and severally, shall be responsible for and shall pay, all reasonable costs and expenses incurred by Lender in connection with the Loan Documents and/or the Lender's enforcement of its rights under any of the Loan Documents, including, without limitation, reasonable attorneys' fees and expenses, title insurance search fees and premiums, filing and recording fees and taxes, if any.

7. **Default.** Any default by any Borrower in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the Loan Documents, (as the term "Event of Default" is defined therein).

8. **Further Assurances.** The Borrower agrees to execute and deliver any further documents and instruments as Lender may require to effectuate the Cross-Collateralization contemplated hereby. The Borrower further acknowledges and agrees that Lender may require that this Agreement be amended at any time and from time to time to remove any of the Properties from the Cross-Collateralization, and each agrees to execute and deliver such documents as Lender may require in connection therewith. Each Borrower hereby appoints Lender as its attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to execute and deliver any of such documents on its behalf.

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9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the laws of the State of Illinois.

10. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11. Conflict. In the event of any conflict between this Agreement and any of the other Loan Documents, the terms and provisions of this Agreement shall govern and control.

12. Recitals And Exhibits Incorporated. The information set forth on the cover of this Agreement, the recitals, the exhibits and all other matters contained or annexed to this Agreement, if any, shall be deemed to be a material part of this Agreement, and incorporated in the Agreement by reference. The headings and captions of the various articles, sections and paragraphs of this Agreement are for convenience of reference only and shall not be construed as modifying, defining or limiting, in any way, the scope or intent of the provisions thereof.

[Remainder of page intentionally left blank, signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered at Riverside, Illinois as of the date first above written.

SAHELI 41490 CORP.,

By: [Signature]  
Its: President

SANDIPKUMAR PATEL  
a/k/a Sandip Patel and Sonny Patel

[Signature]

SAHELI 320 CORP.

By: [Signature]  
Its: President

SAHELI 27 CORP.

By: [Signature]  
Its: President

SAHELI 5500 CORP.

By: [Signature]  
Its: President

SAHELI 2301 CORP.

By: [Signature]  
Its: President

SAHELI 3005 CORP.

By: [Signature]  
Its: President

SAHELI 4200 CORP.

By: [Signature]  
Its: President

SAHELI 2801 CORP.

By: [Signature]  
Its: President

SAHELI 16701 CORP.

By: [Signature]  
Its: President

SAHELI 4000 CORP.

By: [Signature]  
Its: President

SAHELI 204 CORP.

By: [Signature]  
Its: President



# UNOFFICIAL COPY

SAHELI 210 CORP.

By: [Signature]

Its: President

SAHELI 471 CORP.

By: [Signature]

Its: President

SAHELI 830 CORP.

By: [Signature]

Its: President

SAHELI 2124 CORP.

By: [Signature]

Its: President

HARI KRUPA CORP.

By: [Signature]

Its: President

SAHELI 689 CORP.

By: [Signature]

Its: President

PRAMUKH DARSHAN CORP.

By: [Signature]

Its: President

SAHELI 9500 CORP.

By: [Signature]

Its: President

SAHELI SAGUN CORP.

By: [Signature]

Its: President

PRAMUKH KRUPA CORP.

By: [Signature]

Its: President

SAGUN SAHELI CORP.

By: [Signature]

Its: President

HARI DARSHAN CORP.

By: [Signature]

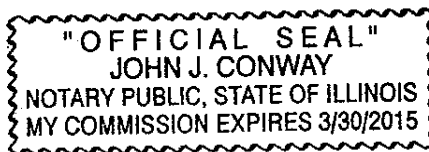
Its: President

Subscribed and Sworn to before me this 8th day of August, 2013.

[Signature]  
Notary Public

WORLD FUEL SERVICES, INC.

By: [Signature]  
Its: President, Jason W. WFS



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## Exhibit 1 Real Property Collateral

1. 1300 Hicks, Rolling Meadows, Illinois
2. 609 Main, Algonquin, Illinois
3. 270 W. North, Manhattan, Illinois
4. 2626 Ogden, Aurora, Illinois
5. 9500 Grand, Franklin Park, Illinois
6. 1740 Army Trail, Addison, Illinois
7. 27W572 Roosevelt, Winfield, Illinois
8. 8310 South Calumet, Munster, Indiana
9. N4788 State Road 67 & 12, Elkhorn, Wisconsin

Property of Cook County Clerk's Office



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## Legal Descriptions

### Property 1

THE WEST 150.0 FEET (EXCEPT THE NORTH 75.0 FEET THEREOF AND EXCLUDING THAT PART BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 IN NORTHWESTERN INDUSTRIAL PARK UNIT NO. 2; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 15.0 FEET; THENCE SOUTHEAST ON A STRAIGHT LINE 21.23 FEET TO A POINT ON THE SOUTH LINE OF LOT 10 AFORESAID, 15.0 FEET EAST OF SAID SOUTHWEST CORNER OF LOT 10; THENCE WEST ALONG SAID SOUTH LINE OF LOT 10, A DISTANCE OF 15.0 FEET, TO THE POINT OF BEGINNING) OF LOT 10 IN NORTHWESTERN INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTH 250.0 FEET OF THE WEST 871.20 FEET OF THE SOUTHWEST ¼ OF THE SOUTH EAST ¼ OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 02-23-402-031-0000  
 Commonly known as: 1300 Hicks Road, Rolling Meadows, Illinois 60008  
 County: Cook County, Illinois

### Property 2

THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD AT THE INTERSECTION OF THE SOUTH LINE OF WATER STREET IN THE VILLAGE OF ALGONQUIN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1846, IN BOOK G OF DEEDS, PAGE 294, SAID INTERSECTION BEING 706.6 FEET SOUTHERLY, MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE FROM THE CENTER LINE OF THE PUBLIC HIGHWAY (DUNDEE ROAD, STATE ROUTE 31); AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF WATER STREET 108.67 FEET; THENCE NORTHERLY 26 DEGREES 32 MINUTES WEST, 606.1 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY (DUNDEE ROAD STATE ROUTE 31); THENCE NORTHERLY ALONG SAID CENTER LINE, 152 FEET; THENCE SOUTH 26 DEGREES, 25 MINUTES EAST, 706.6 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF, DESCRIBED AS FOLLOWS: BEGINNING ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AT THE INTERSECTION OF THE SOUTH LINE OF WATER STREET IN THE VILLAGE OF ALGONQUIN AFORESAID, SAID INTERSECTION BEGIN 706.6 FEET SOUTHERLY MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE FROM THE CENTER LINE OF PUBLIC HIGHWAY (DUNDEE ROAD, STATE ROUTE 31) AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF WATER STREET, 108.67 FEET; THENCE NORTHERLY 26 DEGREES. 32 MINUTES WEST, 192 FEET; THENCE EASTERLY 108.67 FEET, MORE OR LESS, ON A LINE PARALLEL TO THE SOUTH LINE OF WATER STREET TO THE WEST LINE OF RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE SOUTHERLY 192 FEET, MORE OR LESS, TO THE SOUTH

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LINE OF WATER STREET, BEING THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

Permanent Index Number: 19-34-155-007-0000  
 Commonly known as: 609 South Main Street, Algonquin, Illinois 60102  
 County: McHenry County, Illinois

### Property 3

LOT 12 (EXCEPT THE EASTERLY 65.0 FEET THEREOF AS MEASURED ALONG THE SOUTH LINE AND EXCEPT THAT PART DEEDED TO THE STATE OF ILLINOIS BY DOCUMENT NO. 971896), IN E. WILSON'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 34 NORTH, AND IN RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1892, AS DOCUMENT NO. 171683, IN WILL COUNTY, ILLINOIS HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Permanent Index Number: 14-12-17-401-001  
 Commonly known as: 270 West North Street, Manhattan, Illinois 60442  
 County: Will County, Illinois

### Property 4

LOT 1 IN MG AURORA EAST SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN FOX VALLEY VILLAGES UNIT 22, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 30 AND PART OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 10, 1996 AS DOCUMENT R96-095980, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 07-30-407-038-0000  
 Commonly known as: 2626 Ogden Avenue, Aurora, Illinois 60504  
 County: DuPage County, Illinois

### Property 5

LOTS 19, 20, 21 AND 22 (EXCEPT THAT PART OF LOT 19 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 19; THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES 48 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 15.00 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER; THENCE NORTH 48 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 19.80 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAY SURVEY MARKER ON THE EASTERLY LINE OF SAID LOT 19; THENCE SOUTH 00 DEGREES 12

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MINUTES 15 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN BLOCK 17 IN FRANKLIN PARK, A SUBDIVISION OF WEST ½ OF NORTHWEST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 12-27-121-038-0000  
 Commonly known as: 9500 Grand Avenue, Franklin Park, Illinois 60131  
 County: Cook County, Illinois

## Property 6

LOT 7 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 7 FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 31 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF LOT 7, 8.00 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 04 SECONDS WEST ALONG A LINE WHICH IS 8.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 7, 93.39 FEET; THENCE SOUTH 48 DEGREES 23 MINUTES 06 SECONDS EAST, 74.13 FEET TO A POINT WHICH IS 22.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE SOUTHERLY LINE OF LOT 7; THENCE SOUTH 72 DEGREES 32 MINUTES 41 SECONDS EAST ALONG A LINE WHICH IS 22.00 FEET PERPENDICULARLY DISTANT NORTHERLY AND PARALLEL TO THE SOUTHERLY LINE OF LOT 7, 107.45 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7; THENCE SOUTH 11 DEGREES 39 MINUTES 45 SECONDS WEST ALONG SAID EASTERLY LINE OF LOT 7, 22.11 FEET TO THE SOUTHEASTERLY CORNER OF LOT 7; THENCE NORTH 72 DEGREES 32 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF LOT 7, 170.00 FEET TO THE SOUTHWEST CORNER OF LOT 7; THENCE NORTH 00 DEGREES 27 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF LOT 7, 145.05 FEET TO THE POINT OF BEGINNING) IN 57 TRAILS ESTATES UNIT NO. 1, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1955 AS DOCUMENT NO. 757777, AND THE CERTIFICATE OF CORRECTION FILED JULY 15, 1955 AS DOCUMENT NO. 765106, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 03-30-100-025  
 Commonly known as: 1740 West Army Trail Road, Addison, Illinois 60101  
 County: DuPage County, Illinois

## Property 7

LOTS 17, 18 AND 19 IN BLOCK 5 IN SECOND ADDITION TO WHEATON PARK MANOR, BEING A SUBDIVISION IN THE SOUTH EAST ¼ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1928 AS DOCUMENT 254666, (EXCEPTING THEREFROM THAT PART TAKEN IN CONDEMNATION CASE 89ED-46) IN DUPAGE COUNTY, ILLINOIS.

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Permanent Index Number: 04-13-312-036-0000  
 Commonly known as: 27W572 Roosevelt Road, Winfield, Illinois 60190  
 County: DuPage County, Illinois

## Property 8

LOT 1, IN BELL FUELS, INC., ADDITION TO MUNSTER, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63 PAGE 60, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Index Number: 45-06-24-276-013.0000-027  
 Commonly known as: 8310 Calumet Avenue, Munster, Indiana 46321  
 County: Lake County, Indiana

## Property 9

A PIECE OR PARCEL OF REAL ESTATE SITUATED IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 19, T3N, R17E, CITY OF ELKHORN, WALWORTH COUNTY, WISCONSIN, AS DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 19, THAT IS 1042.6 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SECTION, 295.16 FEET TO A STAKE; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 295.16 FEET TO A STAKE; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 295.16 FEET TO A POINT IN THE WEST LINE OF SAID SECTION, BEING THE CENTER OF THE HIGHWAY; THENCE SOUTH IN SAID CENTERLINE, 296.16 FEET TO THE PLACE OF BEGINNING, STAKE ARE SET AT POINTS 9.1 FEET EAST OF THE WEST LINE OF SAID REAL ESTATE SO CONVEYED AT THE EDGE OF THE PAVEMENT ON BOTH THE NORTH AND SOUTH LINES THEREOF, EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED PREMISES AWARDED TO THE STATE HIGHWAY COMMISSION FOR HIGHWAY PURPOSES AS CONTAINED IN VOLUME 625 OF DEEDS ON PAGE 420 AS DOCUMENT NO. 574975.

Permanent Index Number: YU NE 00037  
 Commonly known as: N4788 State Road 67 & 12, Elkhorn, Wisconsin 53121  
 County: Walworth County, Wisconsin

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## Exhibit 2 Loans – Promissory Notes

	NAME	NOTE DATE	AMOUNT	LOCATION OF STATION
1.	Saheli 41490 Corp.	1-1-2013	\$150,000.00	41490 N. U.S. Hwy 41, Wadsworth, IL
2.	Saheli 3025 Corp.	7-1-2013	\$150,000.00	3005 Kirchoff Road, Rolling Meadows, IL
3.	Saheli 2801 Corp.	6-1-2013	\$150,000.00	9118 S. Kedzie, Evergreen Park, IL
4.	Saheli 4000 Corp.	2-22-2013	\$150,000.00	4000 W. 127 <sup>th</sup> Street, Alsip, IL
5.	Saheli 210 Corp.	12-14-2013	\$150,000.00	210 E. Hawley, Mundelein, IL
6.	Saheli 5500 Corp.	2/22/2013	\$150,000.00	5500 Wolf Road, Western Springs, IL
7.	Saheli 27 Corp.	12-26-2012	\$150,000.00	27W572 Roosevelt Road, Winfield, IL
8.	Saheli 2301 Corp.	2-22-2013	\$150,000.00	2301 Sheridan, Zion, IL
9.	Saheli 4200 Corp.	4-15-2013	\$150,000.00	4200 Kirchoff, Rolling Meadows, IL
10.	Saheli 830 Corp.	12-14-2012	\$150,000.00	830 E, Lake, Woodstock, IL
11.	Saheli 16701 Corp.	12-7-2012	\$150,000.00	16701 Oak Park, Tinley Park, IL
12.	Saheli 204 Corp.	11-19-2012	\$150,000.00	204 W. Baltimore, Wilmington,, IL
13.	Saheli 471 Corp.	10-22-2012	\$150,000.00	471 W. Virginia, Crystal Lake, IL
14.	Hari Krupa Corp.	8-8-2012	\$200,000.00	8312 S. Calumet, Munster, IN
15.	Saheli 2124 Corp.	1-14-2012	\$150,000.00	2124 W. 183 <sup>rd</sup> Street, Homewood, IL
16.	Saheli 609 Corp.	10-22-2012	\$150,000.00	609 S. Main, Algonquin, IL
17.	Saheli 9500 Corp.	3-18-2011	\$150,000.00	9500 W. Grand, Franklin Park, IL
18.	Saheli Sagun Corp.	12-13-2011	\$125,000.00	1740 W. Army Trail Road, Addison, IL
19.	Saheli 320 Corp.	3-15-2013	\$150,000.00	320 Mulford Road, Rockford, IL

