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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

MELTZER PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173
Attn: Laura Cullin

Doc#: 1501649004 Fee: \$84.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/16/2015 09:33 AM Pg: 1 of 24

Permanent Real Estate Tax No.:
See Exhibits A-1 through A-3

Property Address:
See Exhibit A-1 through A-3

This space reserved for Recorder's use only

FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 31st day of December, 2014 and made effective as of September 24, 2014, by and among **RITELINE PROPERTIES LLC**, an Illinois limited liability company ("Riteline"), and **RS FUELS, INC.**, an Illinois corporation ("Fuels"), **STAMBOLIC R E LLC**, an Illinois limited liability company ("SRE"), and **KENOSHA RE LLC** (Riteline, Fuels, SRE, and Kenosha are hereinafter collectively referred to as the "Borrower"), **ROBERT STAMBOLIC**, individually ("R. Stambolic"), **RS ENTERPRISES OF ILLINOIS, INC.**, an Illinois corporation ("RS Illinois") and **RS WISCONSIN, INC.**, an Illinois corporation ("RS Wisconsin") (R. Stambolic, RS Illinois and RS Wisconsin are hereinafter each referred to herein as a "Guarantor" and collectively as the "Guarantors") and of **BARRINGTON BANK & TRUST COMPANY, N.A.**, an Illinois banking association, its successors and assigns ("Lender").

RECITALS:

A. Pursuant to the terms of that certain Loan and Security Agreement dated as of September 24, 2013 among Borrower and Bank (the "Loan Agreement"), the Lender has extended to the Borrower certain loans in the aggregate amount of Twelve Million and 00/100 Dollars (\$12,000,000.00), consisting of (i) that certain Letter of Credit Loan in the principal amount of \$1,500,000.00 made by Lender to Fuels (the "Letter of Credit Loan"), (ii) that certain Revolving Loan in an amount not to exceed Two Million and 00/100 Dollars (\$2,000,000.00) outstanding at any one time made by Lender to Riteline (the "Revolving Loan"), (iii) that certain Riteline Swap Loan in the principal amount of Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) made by Lender to Riteline (the "Riteline Swap Loan"), (iv) that certain Riteline Term Loan in the principal amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) made by Lender to Riteline (the "Riteline Term Loan"), (v) that certain SRE Term Loan in the principal amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) made by Lender to Stambolic (the "SRE Term Loan"), and (vi) that certain Kenosha Term Loan in the principal amount of One Million Four Hundred Thousand and

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00/100 Dollars (\$1,400,000.00) made by Lender to Kenosha (the "Kenosha Term Loan") (the Letter of Credit Loan, Revolving Loan, Riteline Swap Loan, Riteline Term Loan, SRE Term Loan and Kenosha Term Loan are hereinafter collectively referred to as the "Loan" or, sometimes, the "Loans"). Capitalized terms used and not specifically defined herein shall bear the same meaning as in the Loan Agreement.

B. The Letter of Credit Loan is evidenced by that certain Letter of Credit Note dated as of September 24, 2013 (the "Letter of Credit Note"), executed by RS Fuels and made payable to the order of the Lender. The Revolving Loan is evidenced by that certain Revolving Note dated as of September 24, 2013 (the "Revolving Note"), executed by Riteline and made payable to the order of the Lender. The Riteline Swap Loan is evidenced by that certain Riteline Swap Note dated as of September 24, 2013 (the "Riteline Swap Note"), executed by Riteline and made payable to the order of the Lender. The Riteline Term Loan is evidenced by that certain Riteline Term Note dated as of September 24, 2013 (the "Riteline Term Note"), executed by Riteline and made payable to the order of the Lender. The SRE Term Loan is evidenced by that certain SRE Term Note dated as of September 24, 2013 (the "SRE Term Note"), executed by Stambolic and made payable to the order of the Lender. The Kenosha Term Loan is evidenced by that certain Kenosha Term Note dated as of September 24, 2013 (the "Kenosha Term Note") (the Letter of Credit Note, Revolving Note, Riteline Swap Note, Riteline Term Note, SRE Term Note and Kenosha Note are hereinafter collectively referred to as the "Note"), executed by Kenosha and made payable to the order of the Lender.

C. The Riteline Swap Loan and the Riteline Term Loan are secured by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 24, 2013 and recorded with the Recorder of Deeds of Cook County, Illinois (the "Cook County Recorder's Office") on October 10, 2013 as Document No. 1328326010 (the "Riteline Mortgage"), executed by Riteline to and for the benefit of the Lender, encumbering real property located in Cook County, Illinois, as described on **Exhibit A-1** attached hereto, together with the other collateral as described in the Riteline Mortgage (the real property and other collateral being collectively referred to as the "Riteline Property") and by that certain Assignment of Rents and Leases dated as of September 24, 2013 and recorded with the Cook County Recorder's Office on October 10, 2013 as Document No. 1328326011 (the "Riteline Assignment"), executed by Riteline to and for the benefit of Lender, further encumbering the Riteline Property. The SRE Term Loan is secured by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 24, 2013 and recorded with the Cook County Recorder's Office on October 10, 2013 as Document No. 1328326012 (the "SRE Mortgage"), executed by Stambolic to and for the benefit of the Lender, encumbering real property located in Cook County, Illinois, as described on **Exhibit A-2** attached hereto, together with the other collateral as described in the SRE Mortgage (the real property and other collateral being collectively referred to as the "SRE Property") and by that certain Assignment of Rents and Leases dated as of September 24, 2013 and recorded with the Cook County Recorder's Office on October 10, 2013 as Document No. 1328326013 (the "SRE Assignment"), executed by SRE to and for the benefit of Lender, further encumbering the SRE Property. The Kenosha Term Loan is secured by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 24, 2013 and recorded with the Recorder of Deeds of Kenosha County, Wisconsin (the "Kenosha County Recorder's Office") (the Cook County Recorder's Office and Kenosha County Recorder's Office are hereinafter collectively

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referred to as the "Recorder's Office") (the "Kenosha Mortgage") on October 7, 2013 as Document No. 1713346 (the Riteline Mortgage, SRE Mortgage and Kenosha Mortgage are hereinafter collectively referred to as the "Mortgage"), executed by Kenosha to and for the benefit of the Lender, encumbering real property located in Kenosha County, Wisconsin, as described on **Exhibit A-3** attached hereto, together with the other collateral as described in the Kenosha Mortgage (the real property and other collateral being collectively referred to as the "Kenosha Property") (the Riteline Property, SRE Property and Kenosha Property are hereinafter collectively referred to as the "Property") and by that certain Assignment of Rents and Leases dated as of September 24, 2013 and recorded with the Kenosha County Recorder's Office on October 7, 2013 as Document No. 173347 (the "Kenosha Assignment") (the Riteline Assignment, SRE Assignment and Kenosha Assignment are hereinafter collectively referred to as the "Assignment"), executed by Kenosha to and for the benefit of Lender, further encumbering the Kenosha Property.

D. The Letter of Credit Loan is secured by, among other things, that certain Guaranty dated September 24, 2013 from RS Wisconsin, Riteline, SRE and Kenosha to Lender (the "Letter of Credit Guaranty"). The Revolving Loan, Riteline Swap Loan and Riteline Term Loan are further secured by, among other things, that certain Guaranty dated September 24, 2013 from each Guarantor, SRE and Kenosha to Lender (the "Riteline Guaranty"). The SRE Loan is further secured by, among other things, that certain Guaranty dated September 24, 2013 from each Guarantor, Riteline and Kenosha to Lender (the "SRE Guaranty"). The Kenosha Loan is further secured by, among other things, that certain Guaranty dated September 24, 2013 from each Guarantor, Riteline and SRE to Lender (the "Kenosha Guaranty") (the Letter of Credit Guaranty, Riteline Guaranty, SRE Guaranty and Kenosha Guaranty are hereinafter collectively referred to as the "Guaranty").

E. Each of the Loans is also secured by (i) that certain Environmental Indemnity Agreement dated September 24, 2013 from Borrower and each Guarantor to Lender (the "Indemnity Agreement"); (ii) that certain Cross-Collateralization and Cross-Default Agreement dated as of September 24, 2013 by and among Borrower, Guarantor and Lender (the "Cross Agreement"); and (iii) certain other loan documents (the Note, the Mortgage, the Assignment, the Guaranty, the Indemnity Agreement, the Cross Agreement and the other documents evidencing, securing and guarantying the Loans, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents")

C. Borrower failed to meet the Debt Service Coverage Ratio required under Section 10.1 of the Loan Agreement as of December 31, 2013 and as of September 30, 2014 (collectively, the "DSCR Default"), and Borrower has exceeded the \$500,000 cap on new secured obligations required under Section 9.1(g) of the Loan Agreement ("New Debt Default") (the DSCR Default and New Debt Default are hereinafter collectively referred to as the "Existing Defaults"). Borrower acknowledges and agrees that each of these constitutes an Event of Default under the Loan Documents and that it has been given or otherwise waives all notices required under the Loan Documents with regard to the Existing Defaults. Borrower further acknowledges and agrees that Lender has the immediate right to enforce its remedies under the Loan Documents.

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D. Borrower now desires to amend the Loan Documents in order to (i) extend the Letter of Credit Maturity Date from September 24, 2014 to September 24, 2015, (ii) amend the Revolving Loan Maturity Date from September 24, 2018 to March 31, 2015 and (iii) waive the Existing Defaults as of the date hereof, as more fully set forth below.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals** The Recitals set forth above are incorporated by this reference and shall be and constitute a part of this Agreement.

2. **Letter of Credit Maturity Date**. The Letter of Credit Maturity Date of the Letter of Credit Note is hereby extended from September 24, 2014 to September 24, 2015. Any reference in the Letter of Credit Note, the Loan Agreement or any other Loan Document to the Letter of Credit Maturity Date shall mean September 24, 2015.

3. **Revolving Loan Maturity Date**. The Revolving Loan Maturity Date of the Revolving Note is hereby amended from September 24, 2018 to March 31, 2015. Any reference in the Revolving Note, the Loan Agreement or any other Loan Document to the Revolving Loan Maturity Date shall mean March 31, 2015.

4. **Amendment of Loan Agreement**. The following definition in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“Letter of Credit Maturity Date” shall mean September 24, 2015 unless extended by the Bank pursuant to any modification, extension or renewal Letter of Credit executed by the Bank in its sole and absolute discretion in substitution for the existing Letter of Credit.

“Revolving Loan Maturity Date” shall mean March 31, 2015, unless extended by the Bank pursuant to any modification, extension or renewal note executed by Riteline and accepted by the Bank in its sole and absolute discretion in substitution for the Revolving Note.

5. **Waiver of Existing Defaults**. Borrower hereby acknowledges that the Existing Defaults each constitutes an Event of Default under the Loan Agreement. Lender hereby waives any default as a result of the Existing Defaults as of the date hereof. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

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6. **Amendment of Mortgage.** The Mortgage is hereby amended to reflect the terms hereof including, without limitation, the extension of the Letter of Credit Maturity Date and the Revolving Loan Maturity Date. Any references in the Mortgage to the Property shall be deemed to mean and refer to the Property as amended hereby. Borrower and each Guarantor each agree that Lender shall have the right to record this Agreement in the Recorder's Office to reflect the subject matter of this Agreement.

7. **Other Conforming Amendments.** The Loan Documents are hereby amended to reflect the terms of this Agreement including, without limitation, the extension of the Letter of Credit Maturity Date and the Revolving Loan Maturity Date.

8. **Representations and Warranties of Borrower and Guarantor.** Borrower and each Guarantor hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof and shall continue to be, true and correct until the Loan is indefeasibly repaid in full and, outside of the Existing Defaults, neither Borrower nor any Guarantor knows of any default under any of the Loan Documents.

(b) Borrower and each Guarantor are in full compliance with all of the terms and conditions of the Loan Documents to which they are a party, and, except for the Existing Defaults, no Event of Default has occurred and is continuing with respect to any of the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower and each Guarantor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of the Property, Borrower, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) There is no litigation or administrative proceeding pending or, to the knowledge of Borrower or any Guarantor, threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Loan Documents, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower or any Guarantor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Loan Documents, or would result in any material adverse change in the financial condition, properties, business or operations of the Borrower or any Guarantor.

(f) Each Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as

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modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

(g) Each of RS Illinois and RS Wisconsin is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each of RS Illinois and RS Wisconsin. This Agreement has been duly executed and delivered on behalf of each of RS Illinois and RS Wisconsin.

9. **Reaffirmation of Guaranty.** Each Guarantor and, as applicable, each Borrower, ratifies and affirms each Guaranty to which it is a party and agrees that such Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor and each Borrower, as applicable, in any Guaranty to which they are a party are, as of the date hereof, true and correct and no Guarantor or Borrower knows of any default thereunder. The Guaranty continues to be the valid and binding obligation of each Guarantor and, as applicable, each Borrower, enforceable in accordance with its terms and no Guarantor or Borrower has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty. All waivers set forth in the Guaranty are hereby incorporated herein by this reference.

10. **Additional Requirements.** The obligations of Lender to amend the Loan shall be subject to Borrower and others having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by all parties;
- (b) A good standing certificate with respect to each Borrower;
- (c) Resolutions of the members of Riteline, SRE and Kenosha;
- (d) Resolutions of the directors of Fuels, RS Illinois and RS Wisconsin; and
- (e) Such other documents as Lender may reasonably require.

11. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

12. **Bankruptcy Provisions.** Borrower and each Guarantor hereby acknowledge and agree that, if a petition under any section, chapter or provision of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower or any Guarantor, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any

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automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time Borrower or any Guarantor seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, Borrower or such Guarantor shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against Borrower or any Guarantor by a third party, Borrower or such Guarantor shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

13. **Waiver of Defenses.** As of the date of this Agreement, Borrower and each Guarantor acknowledge that they have no defense, offset, or counterclaim to any of Borrower or any Guarantor's obligations under the Loan Documents. Borrower and each Guarantor hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower, any Guarantor, and the Lender.

14. **Release of Claims.** Borrower and each Guarantor hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which the Borrower or any Guarantor had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Note is repaid in full.

15. **Covenant Not to Sue.** Borrower and each Guarantor covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the matters released herein.

16. **No Course of Dealing.** Borrower and each Guarantor acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

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17. **No Joint Venture.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or any Guarantor nor shall privity of contract be presumed to have been established with any third party.

18. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against Borrower or any Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, each Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, each Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

19. **Entire Agreement.** Borrower, each Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, each Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

20. **Construction of Agreement.** Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. The Borrower, each Guarantor and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

21. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

22. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

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23. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

24. **Time of the Essence**. Time is of the essence of each of Borrower and each Guarantor's obligations under this Agreement.

25. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

26. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

27. **VENUE**. TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, BORROWER AND each GUARANTOR IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. BORROWER AND each GUARANTOR EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR MORTGAGE.

28. **WAIVER OF JURY TRIAL**. BORROWER AND each GUARANTOR IRREVOCABLY WAIVES, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR WITH THE NOTE OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

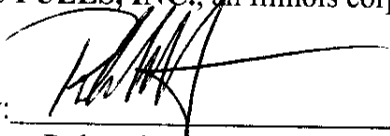
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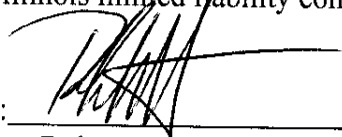
IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

BORROWER:

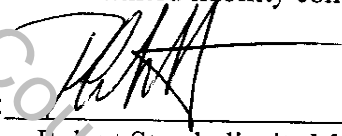
RS FUELS, INC., an Illinois corporation

By: 
Robert Stambolic, its President

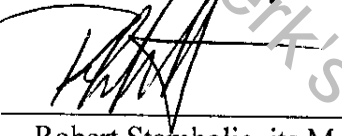
RITELINE PROPERTIES LLC,
an Illinois limited liability company

By: 
Robert Stambolic, its Manager

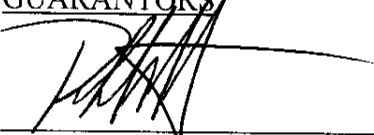
STAMBOLIC RE LLC,
an Illinois limited liability company

By: 
Robert Stambolic, its Manager

KENOSHA RE LLC,
an Illinois limited liability company

By: 
Robert Stambolic, its Manager

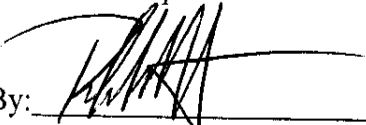
GUARANTORS:


Robert Stambolic, individually


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RS ENTERPRISES OF ILLINOIS, INC.,
an Illinois corporation


By: 
Robert Stambolic, its President

RS WISCONSIN, INC.,
an Illinois corporation

By: 
Robert Stambolic, its President

LENDER

BARRINGTON BANK & TRUST COMPANY,
N.A., a national banking association

By: 
Name: Jol Fralich
Its: Commercial Bank of Cook

Property of Cook County Clerk's Office

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STATE OF IL)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the President of RS FUELS, INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of DECEMBER, 2014.

Byron D. Rossin
Notary Public

My Commission Expires: 8-1-2018

STATE OF IL)
) .ss
COUNTY OF COOK)

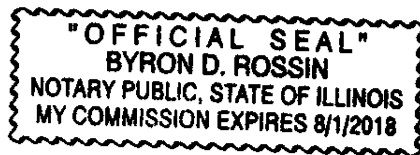


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the Manager of RITELINE PROPERTIES LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of DECEMBER, 2014.

Byron D. Rossin
Notary Public

My Commission Expires: 8-1-2018



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STATE OF IL)
) .SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the Manager of STAMBOLIC RE LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of DECEMBER, 2014.

Byron D. Rossin
Notary Public

My Commission Expires: 8-1-2018



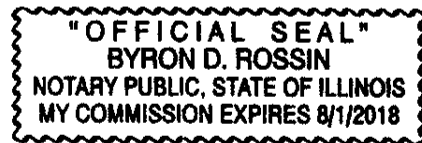
STATE OF IL)
) .SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the Manager of KENOSHA RE LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of DECEMBER, 2014.

Byron D. Rossin
Notary Public

My Commission Expires: 8-1-2018



UNOFFICIAL COPY

STATE OF IL)
)
COUNTY OF COOK) .ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of DECEMBER, 2014.

Byron D. Rossin
Notary Public

My Commission Expires: 8-1-2018



STATE OF IL)
)
COUNTY OF COOK) .ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the President of RS ENTERPRISES OF ILLINOIS, INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of DECEMBER, 2014.

Byron D. Rossin
Notary Public

My Commission Expires: 8-1-2018



UNOFFICIAL COPY

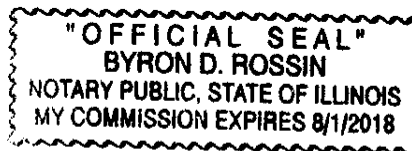
STATE OF IL)
COUNTY OF COOK) .SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the President of RS WISCONSIN, INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of DECEMBER, 2014.

Byron D. Rossin
Notary Public

My Commission Expires: 8-1-2018



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EXHIBIT A-1

LEGAL DESCRIPTION- RITELINE PROPERTY

PARCEL 1:

LOT 1 IN ATLANTIC RICHFIELDS SUBDIVISION OF THE SOUTH 175 FEET OF THE NORTH 215 FEET OF THE WEST 300 FEET OF THE EAST 960 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1984 AS DOCUMENT 26954549, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID LOT 1 THAT PORTION TAKEN FOR STREET BY CONDEMNATION IN CASE NO. 86L51461 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAY RIGHT OF WAY CORNER KLS 2377"; THENCE NORTH 45 DEGREES 21 MINUTES 50 SECONDS WEST 27.90 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 THAT IS 20 FEET WEST OF THE POINT OF BEGINNING, AS MEASURED ON SAID NORTH LINE; THENCE NORTH 88 DEGREES 51 MINUTES 53 SECONDS EAST ON SAID NORTH LINE 20 FEET TO THE POINT OF BEGINNING), EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROAD PURPOSES.

PARCEL 2:

LOT 1 (EXCEPT THAT PART OF LOT 1 IN KLEHM'S SUBDIVISION IN THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 35 FEET TO A POINT, THENCE NORTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 39.747 FEET TO A POINT, SAID POINT BEING 10 FEET SOUTHERLY, AS MEASURED PERPENDICULAR TO THE NORTHERLY LINE OF SAID LOT 1, AND 25 FEET NORTHWESTERLY OF THE EASTERLY LINE OF SAID LOT 1, AS MEASURED PARALLEL TO THE NORTHERLY LINE OF SAID LOT 1, THENCE CONTINUING NORTHWESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 1 TO THE WESTERLY LINE OF SAID LOT 1, THENCE NORTHERLY ON SAID WESTERLY LOT LINE TO THE NORTHWEST CORNER OF LOT 1 AFORESAID, THENCE SOUTHEASTERLY ALONG THE NORTHERLY LOT LINE OF SAID LOT 1, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING) IN KLEHM'S SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPT THAT PART TAKEN FOR THE WIDENING OF ARLINGTON HEIGHTS ROAD IN CIRCUIT COURT OF COOK COUNTY CASE 93L51013 MORE PARTICULARLY

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DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 IN KLEHM'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1968 AS DOCUMENT 20370082, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES, 16 MINUTES, 09 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 21.39 FEET; THENCE NORTH 10 DEGREES, 19 MINUTES, 11 SECONDS EAST 89.28 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 60 FEET, CENTRAL ANGLE 73 DEGREES, 43 MINUTES, 56 SECONDS, 77.21 FEET; THENCE NORTH 63 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG TANGENT 88.70 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 7 DEGREES, 45 MINUTES, 52 SECONDS EAST ALONG THE SAID WESTERLY LINE OF LOT 1 A DISTANCE OF 10.56 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY OF ALGONQUIN ROAD (ILLINOIS ROUTE 62); THENCE SOUTH 63 DEGREES, 24 MINUTES, 45 SECONDS EAST ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF ALGONQUIN ROAD (ILLINOIS ROUTE 62) A DISTANCE OF 125 FEET; THENCE SOUTH 28 DEGREES, 17 MINUTES, 13 SECONDS EAST 40.20 FEET (39.747 FEET, RECORDED) TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 7 DEGREES, 46 MINUTES, 30 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 1 A DISTANCE OF 115 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE WEST 8 FEET OF LOT 3, ALL OF LOTS 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK ONE IN JOHNSON'S SUBDIVISION OF THE WEST 1/2 OF LOT 6 AND ALL OF THE WEST 1/2 OF LOT 11 (EXCEPT A TRIANGULAR PIECE OFF OF THE SOUTHEAST CORNER OF SAID WEST 1/2 OF LOT 11) IN JACKSON'S SUBDIVISION OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF JOHNSON'S SUBDIVISION RECORDED JULY 30, 1919 IN BOOK 159 OF PLATS, PAGE 2, IN COOK COUNTY, ILLINOIS

EXCEPT THAT PART OF LOT 10 DESCRIBED AS FOLLOWS:: BEGINNING AT THE NORTHWEST CORNER OF LOT 10, THENCE SOUTH ALONG THE WEST LINE OF LOT 10, A DISTANCE OF 100 FEET, THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT 5 FEET EAST OF THE WEST LINE OF LOT 10, MEASURED PERPENDICULARLY AND 4 FEET SOUTH OF THE NORTH LINE OF LOT 10, MEASURED PERPENDICULARLY, THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF LOT 10, WHICH IS 20 FEET EAST OF THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE, THENCE WEST A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING

PARCEL 4:

LOT 5 (EXCEPT THE WEST 167.11 FEET) IN FINK AND OTHERS SUBDIVISION OF THE SOUTH 23.05 CHAINS WEST OF THE NORTH BRANCH ROAD OF THE SOUTHWEST 1/4 OF SECTION 18 AND THE NORTH 13 RODS WEST OF THE NORTH BRANCH ROAD

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OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

THAT PART LYING EAST OF THE EAST LINE OF SKOKIE BOULEVARD OF THAT PART OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS::

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SECTION 15 AFORESAID WITH THE CENTER LINE OF GROSS POINT ROAD RUNNING THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD 247.2 FEET; THENCE NORTHWESTERLY 186.1 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SECTION 15 AFORESAID, 252.5 FEET (MEASURED ON THE WEST LINE) NORTH OF THE CENTERLINE OF SAID GROSS POINT ROAD; THENCE SOUTH TO THE PLACE OF BEGINNING

(EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES BY THE STATE OF ILLINOIS IN CONDEMNATION CASE NO. 81L26856 AND BEING THAT PART LYING EAST OF THE EAST LINE OF SKOKIE BOULEVARD OF THAT PART OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 15 WITH THE CENTERLINE OF GROSS POINT ROAD; THENCE NORTH 44 DEGREES, 14 MINUTES, 41 SECONDS EAST ALONG SAID CENTERLINE 71.77 FEET TO THE EAST LINE OF SKOKIE BOULEVARD <BNG PARALLEL WITH AND 50.0 FEET NORMALLY DISTANT EASTERLY OF SAID WEST LINE OF SECTION 15, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES, 14 MINUTES, 41 SECONDS EAST ALONG THE CENTERLINE OF GROSS POINT ROAD FOR A DISTANCE OF 175.43 FEET; THENCE NORTH 66 DEGREES, 20 MINUTES, 11 SECONDS WEST FOR A DISTANCE OF 35.25 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GROSS POINT ROAD; THENCE SOUTH 44 DEGREES, 14 MINUTES, 41 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 55.09 FEET TO A POINT; THENCE WESTERLY ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 30 FEET AND A CENTRAL ANGLE OF 135 DEGREES, 50 MINUTES, 32 SECONDS FOR A DISTANCE OF 71.13 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SKOKIE BOULEVARD; THENCE SOUTH 0 DEGREE, 05 MINUTES, 13 SECONDS WEST ALONG SAID LINE FOR A DISTANCE OF 121.33 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART FALLING IN SKOKIE BOULEVARD)

PARCEL 6:

THAT PART LYING EAST OF THE EAST LINE OF SKOKIE BOULEVARD OF THAT PART OF LOT 3 LYING WESTERLY OF GROSS POINT ROAD IN THE PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL 7:

LOTS 23, 24, 25 AND 26 IN LARAMIE LAWN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1927 AS DOCUMENT 9560351, (EXCEPTING THEREFROM THAT PART OF SAID LOT 23 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 23; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23 FOR A DISTANCE OF 5.00 FEET; THENCE SOUTH 51 DEGREES 37 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 6.44 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID LOT 23 LYING AT A DISTANCE OF 4.00 FEET FROM SAID NORTHWEST CORNER; THENCE NORTH 0 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID WEST LINE 4.00 FEET TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE NORTH WEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH WEST QUARTER AFORESAID, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 5 CHAINS AND 55 LINKS TO THE CENTER OF ROAD, THENCE ALONG THE MIDDLE OF SAID ROAD NORTH 59 1/2 DEGREES EAST 6 CHAINS AND 33 LINKS TO THE EAST LINE OF SAID QUARTER SECTION, THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION AND THE CENTER OF ROAD 2 CHAINS AND 93 LINKS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS CREATED BY AGREEMENT DATED JANUARY 17, 1992 AND RECORDED APRIL 21, 1992 AS DOCUMENT NUMBER 92261461 AND FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE PORTIONS OF THE PROPERTY LYING EAST AND SOUTH OF THE LAND DESCRIBED IN AFORESAID PARCEL 1, AS DEPICTED ON EXHIBIT 'C' ATTACHED TO AFORESAID AGREEMENT.

PARCEL 13:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1958 AND KNOWN AS TRUST NUMBER 977, TO SHELL OIL COMPANY, A DELAWARE CORPORATION, DATED JUNE 15, 1962 AND RECORDED JUNE 19, 1962 AS DOCUMENT 18507785, FOR PASSAGEWAY OVER: THAT PART OF LOT 1 IN BLOCK 2 IN FREDERICK H. BARTLETT'S 95 AND ROBERTS ROAD SUBDIVISION, AFORESAID, BOUNDED AND

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DESCRIBED AS FOLLOWS:: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 2 IN SAID BLOCK 2 WHICH IS 23.03 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 2, TO A POINT ON THE EAST LINE OF SAID LOT 2, WHICH IS 22.75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2, WITH THE EAST LINE OF THE WEST 27 FEET OF SAID LOT 2; THENCE NORTH ALONG THE EAST LINE OF THE WEST 27 FEET OF SAID LOT 2, A DISTANCE OF 150 FEET; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 150.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, WHICH IS 173.31 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1 FOR A PLACE OF BEGINNING; THENCE EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 20 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.34 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, WHICH IS 193.31 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 14:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1958 AND KNOWN AS TRUST NUMBER 977 TO SHELL OIL COMPANY, A DELAWARE CORPORATION DATED JUNE 15, 1962 AND RECORDED JUNE 19, 1962 AS DOCUMENT 18507785 AND RE-RECORDED JULY 17, 1962 AS DOCUMENT 18535501, FOR PASSAGEWAY OVER; THAT PART OF LOT 2 IN BLOCK 2 IN FREDERICK H. BARTLETT'S 95TH STREET AND ROBERTS ROAD SUBDIVISION AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 2, WHICH IS 23.03 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 2, TO A POINT ON THE EAST LINE OF SAID LOT 2, WHICH IS 22.75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2, WITH THE EAST LINE OF THE WEST 27 FEET OF SAID LOT 2; THENCE EAST ALONG SAID LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 2, WHICH IS 23.03 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 2, TO A POINT ON THE EAST LINE OF SAID LOT 2, WHICH IS 22.75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2, A DISTANCE OF 35 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 43.09 FEET TO A POINT ON THE EAST LINE OF THE WEST 27 FEET OF SAID LOT 2, WHICH POINT IS 25 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 27 FEET SAID LOT 2, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

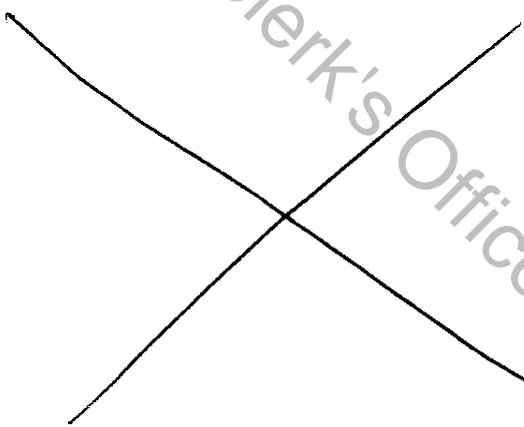
PARCEL 15:

LOT 1 (EXCEPT THE EAST 115 FEET) IN PLUM GROVE HIGHCREST SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF FILED OCTOBER 28, 1953 AS DOCUMENT LR1490691, IN COOK COUNTY, ILLINOIS.

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PIN NUMBERS: 05-33-301-011-0000
08-16-400-024-0000
10-15-115-010-0000
10-15-115-012-0000
10-19-102-028-0000
10-26-401-078-0000
10-33-201-052-0000
13-11-404-046-0000
02-35-305-029-0000

Property of Cook County Clerk's Office



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EXHIBIT A-2

LEGAL DESCRIPTION- SRE PROPERTY

PARCEL 1:

THAT PART OF LOT 25 IN ALTEN'S EUCLID AVENUE SUBDIVISION (HEREINAFTER DESCRIBED) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 25 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 25, 175 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 93 DEGREES 42 MINUTES, 40 SECONDS AS MEASURED TO THE RIGHT FROM A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 175 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE SAID EAST LINE OF LOT 25, A DISTANCE OF 179.67 FEET TO THE NORTHERLY LINE OF SAID LOT 25; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE 175.39 FEET, MORE OR LESS TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID PART OF LOT 25 THAT PART THEREOF DESCRIBED AS FOLLOWS:: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 25; THENCE SOUTH ON THE EAST LINE THEREOF, 20 FEET THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF LOT 25 AFORESAID, 20 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST TO THE PLACE OF BEGINNING, IN ALTEN'S EUCLID AVENUE SUBDIVISION OF THAT PART OF THE SOUTH 133.5 FEET OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHEAST 1/4 AT A POINT 347.56 FEET WEST OF THE CENTER LINE OF RIVER ROAD, ALSO THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, LYING NORTH OF THE NORTH LINE OF SOUTH 18 1/2 RODS THEREOF; ALSO THAT PART OF THE SOUTH EAST 1/4 OF SAID SECTION 25 LYING NORTH OF THE NORTH LINE OF SOUTH 18 1/2 RODS OF THE NORTH 40 RODS OF SAID SOUTH EAST 1/4 (EXCEPTING THEREFROM THAT PART THEREOF HERETOFORE DEDICATED FOR ROADS), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

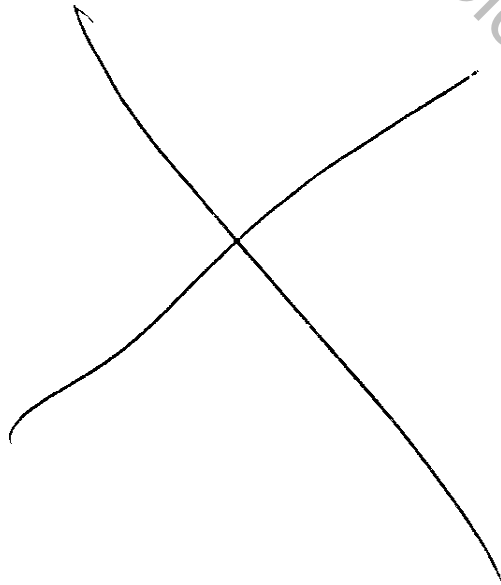
ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF MALL DRIVE AS DEDICATED PER DOCUMENT NO. 21076004, LYING NORTH OF THE NORTH LINE OF HIGGINS ROAD AS MONUMENTED AND OCCUPIED, LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF THE AFORESAID WEST 1/2 OF THE SOUTHEAST 1/4 THROUGH A POINT ON SAID EAST LINE, SAID POINT BEING 1500.29 FEET (AS MEASURED ALONG THE AFORESAID EAST LINE) SOUTH OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED BY DOCUMENT NO. 20944554, LYING WEST OF A LINE DRAWN 200.00 FEET (AS MEASURED ALONG THE AFORESAID PERPENDICULAR LINE) EAST OF AND PARALLEL WITH THE AFORESAID EAST LINE OF MALL DRIVE, IN COOK COUNTY, ILLINOIS.

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BEING ALL OF THE SAME PROPERTY DESCRIBED AS TRACT #154 IN DEED FROM SHELL OIL CO TO EQUILON ENTERPRISES LLC RECORDED UNDER DOCUMENT NO. 09180452

PIN NUMBERS: 03-25-402-037-0000
 07-13-400-012-0000

Property of Cook County Clerk's Office



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EXHIBIT A-3

LEGAL DESCRIPTION- KENOSHA PROPERTY

Lot 7 of Gateway Center Subdivision, being a subdivision of part of the southwest 1/4 and the southeast 1/4 of the southwest 1/4 of Section 6, Township 1 North, Range 22 East. Said Land Being in the City of Kenosha, County of Kenosha and State of Wisconsin.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF as is set forth in a Warranty Deed from Robert Stambolic to the State of Wisconsin, Department of Transportation recorded June 20, 2005 as Document No. 1484213.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF as is set forth in a Warranty Deed from Robert Stambolic to the State of Wisconsin, Department of Transportation recorded September 28, 2006 as Document No. 1496116.

Tax Key No: 03-122-06-354 005

Address: 11748 75TH STREET

Property of Cook County Clerk's Office