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Doc# 2116157049 Fee \$87.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/10/2021 03:04 PM PG: 1 OF 19

Doc# Fee \$6.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/10/2021 03:04 PM PG: 0

When Recorded Mail To:

BMO Harris Bank N.A.  
P.O. Box 2058  
Milwaukee, WI 53201  
Attn: Collateral Fulfillment

This Instrument prepared by:

Lauren E. Anderson  
Latimer LeVay Fyock LLC  
55 West Monroe Street  
Suite 1100  
Chicago, IL 60603  
LLF Reference: 20327-26

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S  
USE ONLY

**NOTICE: THIS INSTRUMENT CONTAINS A CROSS COLLATERALIZATION CLAUSE THAT IS PART OF THE OBLIGATIONS.**

CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

AMONG

MAQPOON MANAGEMENT INC.  
an Illinois corporation,

GILGIT PETROLEUM, INC  
a Delaware corporation,

IMPERIAL ENTERPRISE INC  
a Delaware corporation,

WESTERN FOSTER LAND INC  
an Illinois corporation,

AND

BMO HARRIS BANK N.A.,  
a national banking association

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## CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

This Cross Collateral and Cross Default Agreement (the "Agreement") is given to BMO Harris Bank, N.A. ("Lender"), dated as of May 18, 2021 and effective as of May 28, 2021, by Maqpoon Management an Illinois corporation; Gilgit Petroleum, Inc., a Delaware corporation; Imperial Enterprise Inc., a Delaware corporation, and Western Foster Land Inc., an Illinois corporation (each, a "Borrower" and collectively the "Borrowers").

### PRELIMINARY STATEMENT

A. Lender has extended certain credit to the Borrowers as now evidenced by certain promissory notes (the "Notes") and other instruments and documents. Lender may continue to extend credit to one or more of the Borrowers, or make additional loans, advances, and other extensions of credit to one or more of them, if they agree to cross collateralizing and cross defaulting the Notes, and all existing and future loans, advances or extensions of credit.

B. Borrowers share common ownership, share a close business nexus, and own properties in an area in which they are together engaged in past and continuing development and sales efforts. They have engaged in various transactions with Lender to advance their business interests and the development of their various properties. Entering into this Agreement will inure to the Borrowers' benefit.

C. Borrowers have furnished collateral security for the Notes as more particularly described in the documents described on Attachment A (collectively, along with any additional documents evidencing mortgages, liens or other security interests in any collateral now or in the future, referred to as the "Collateral Security Documents"). The collateral described in the Collateral Security Documents (together with any additional collateral pledged or mortgaged now or in the future, referred to as the "Collateral") is described more specifically on Attachment B. It is the intention of the parties hereto that all Collateral in or on which Lender now has or may hereafter obtain a mortgage, assignment, lien, security interest or other encumbrance secure payment and performance of all obligations, debts and liabilities, plus interest thereon, of Borrowers (or any one or more of them) to Lender, or any affiliate of Lender, as well as all claims by Lender, or any affiliate of Lender against Borrowers or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrowers or any one or more of them may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, including, without limitation, all amounts that may be directly or indirectly secured by the cross-collateralization provisions of this Agreement (all of the foregoing being the "Obligations").

D. It is the intention of the parties hereto that any default in the payment or performance of any Obligation, at the option of Lender, will constitute a default in all payments and performance of all Obligations.

NOW, THEREFORE, in consideration of Lender's continued extension of credit described above, and any other financial accommodation given or to be given by Lender to the Borrowers, or persons or entities furnishing collateral security for the Notes, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

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1. *Cross Collateralization.* The Collateral, and the promises, covenants and agreements contained in each of the Collateral Security Documents, shall secure the performance of all of the Obligations; *provided* that notwithstanding anything in this Agreement to the contrary, (a) the right of recovery against any Borrower's Collateral under this Agreement shall not exceed \$1.00 less than the lowest amount that would render such Borrower's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law, and (b) the Secured Obligations with respect to any Borrower shall not include any Excluded Swap Obligation (as hereinafter defined)

"*Excluded Swap Obligation*" means, with respect to any Borrower, any Swap Obligation if, and to the extent that, all or a portion of the grant by such Borrower of a security interest to secure such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Borrower's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the security interest granted by such Borrower becomes effective with respect to such related Swap Obligation.

"*Swap Obligation*" means, with respect to any Borrower, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"*Commodity Exchange Act*" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

2. *Re-grant of Lien.* The Borrowers, each to the full extent of their interest in the Collateral, do hereby grant, bargain, sell and mortgage to Lender, on behalf of itself and its affiliates, and grant a security interest to Lender, on behalf of itself and its affiliates, in, as the case may be, the Collateral as security for all of the Obligations.

3. *Cross-Default.* A default under any instrument, agreement or document evidencing, establishing, or describing an Obligation, including, but not limited to, the Notes and Collateral Security Documents (all of the foregoing being the "Loan Documents"), shall constitute a default under every other Loan Document. Any "Event of Default" under and as defined in any Loan Document shall constitute an "Event of Default" under and as defined in every other Loan Document.

4. *Limitation on Obligations Secured Hereby.* The total amount of the Obligations may increase or decrease from time to time, but to the total unpaid balance of the Obligations at any one time outstanding shall not exceed a maximum principal amount of Eleven Million Three Hundred Ninety-Four Thousand and no/100 Dollars (\$11,394,000.00) plus interest thereon, all fees, costs and expenses payable thereunder, and all disbursements made for payment of taxes, special assessments or insurance in connection with the Collateral and interest on such disbursements.

5. *Amendment of Loan Documents.* This Agreement constitutes an amendment and supplement of each of the Notes, Collateral Security Documents and other Loan Documents, now or hereafter executed, and does not otherwise limit or affect the rights and remedies of Lender under any such Collateral Security Document. Except as described herein, the Loan Documents

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remain unchanged and the same are ratified and confirmed as being in full force and effect.

6. *Additional Advances.* Lender may, in its sole and absolute discretion, make additional loans and other financing accommodations to any Borrower, all of which will be subject to the terms of this Agreement. Notwithstanding anything to the contrary, any future change in the terms of this Agreement must be in a writing executed by the affected parties.

7. *Lender Relationship with Other Borrowers.* Each Borrower understands and agrees that, with or without notice to any Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit, (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any Obligations, including increases and decreases of the rate of interest on any Obligations, (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral, (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine, (e) release, substitute, agree not to sue, or deal with any one or more of such Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose, and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower.

8. *Construction.* The validity, construction and enforcement of this Agreement are covered by the internal laws of Illinois, except to the extent superseded by federal law. Invalidation of any provision of this Agreement shall not affect the validity of any other provision.

9. *Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

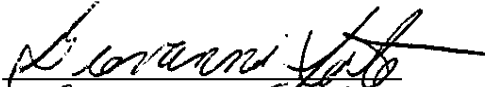
10. *Successors.* The provisions of this Agreement bind and inure to the benefit of the heirs, administrators, successors, and assigns of each party hereto.

[Signature page(s) follow(s)]

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EXECUTED as of the day and year first above written.

**BMO HARRIS BANK N.A.**

By:   
Name: Giovanni Soto  
Title: VP

**MAQPOON MANAGEMENT INC.**

By: \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President

**GILGIT PETROLEUM, INC.**

By: \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President

**IMPERIAL ENTERPRISE INC.**

By: \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President

**WESTERN FOSTER LAND INC.**

By: \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President

[acknowledgment pages follow]


# UNOFFICIAL COPY

EXECUTED as of the day and year first above written.


**BMO HARRIS BANK N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**MAQPOON MANAGEMENT INC.**

By:  \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President


**GILGIT PETROLEUM, INC.**

By:  \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President

**IMPERIAL ENTERPRISE INC.**

By:  \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President

**WESTERN FOSTER LAND INC.**

By:  \_\_\_\_\_  
Name: Mahboob A. Abbas  
Title: President

[acknowledgment pages follow]

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## ACKNOWLEDGEMENT

STATE OF ILLINOIS                    )  
  )  
COUNTY OF DuPage                )        SS

On this 18 day of May, 2021, before me, a Notary Public, personally appeared Giovanni Soto, to me personally known, who being by me duly sworn, did say that he or she is the authorized agent of **BMO HARRIS BANK N.A.** and that this instrument was signed and sealed on behalf of such entity, and said individual acknowledged the execution of this instrument as the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Domenica Levato Marsico  
Name: Domenica Levato Marsico  
Notary Public, State of Illinois  
County of DuPage  
My Commission 9/16/2023



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## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF Du Page ) SS

On this 5<sup>th</sup> day of May, 2021, before me, a Notary Public, personally appeared **MAHBOOB A. ABBAS**, to me personally known, who being by me duly sworn, did say he or she is the President of **MAQPOON MANAGEMENT INC.**, an Illinois corporation, and that this instrument was signed and sealed on behalf of such entity, and said individual acknowledged the execution of this instrument as the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Name: John Conway  
Notary Public, State of Illinois  
County of Du Page  
My Commission 3/30/2023

## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF Du Page ) SS

On this 5<sup>th</sup> day of May, 2021, before me, a Notary Public, personally appeared **MAHBOOB A. ABBAS**, to me personally known, who being by me duly sworn, did say he or she is the President of **GILGIT PETROLEUM, INC.**, a Delaware corporation, and that this instrument was signed and sealed on behalf of such entity, and said individual acknowledged the execution of this instrument as the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Name: John Conway  
Notary Public, State of Illinois  
County of Du Page  
My Commission 3/30/2023



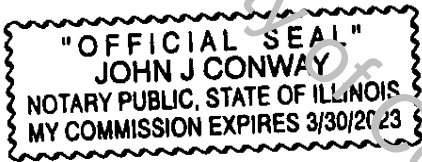
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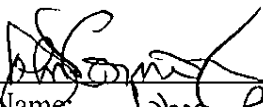
## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPage ) SS

On this 5<sup>th</sup> day of May, 2021, before me, a Notary Public, personally appeared **MAHBOOB A. ABBAS**, to me personally known, who being by me duly sworn, did say he or she is the President of **IMPERIAL ENTERPRISE INC.**, a Delaware corporation, and that this instrument was signed and sealed on behalf of such entity, and said individual acknowledged the execution of this instrument as the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Name: John Conway  
Notary Public, State of Illinois  
County of DuPage  
My Commission 3/3/2023

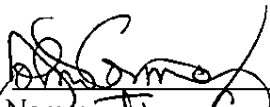
## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPage ) SS

On this 5<sup>th</sup> day of May, 2021, before me, a Notary Public, personally appeared **MAHBOOB A. ABBAS**, to me personally known, who being by me duly sworn, did say he or she is the President of **WESTERN FOSTER LAND INC.**, an Illinois corporation, and that this instrument was signed and sealed on behalf of such entity, and said individual acknowledged the execution of this instrument as the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Name: John Conway  
Notary Public, State of Illinois  
County of DuPage  
My Commission 3/30/23

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## Attachment A

### Collateral Security Documents

1.	Mortgage and Assignment of Rents dated May 28, 2019 from Maqpoon Management Inc., recorded on May 31, 2019 in DuPage County as Document No. R2019-042490 and Document No. R2019-042491. (Property: 7000 Kingery Highway, Willowbrook IL 60527)
2.	Mortgage and Assignment of Rents dated June 23, 2017 from Gilgit Petroleum, Inc, recorded on June 30, 2017 in Cook County as Document No. 1718106179 and Document No. 1718106180. (Property: 4800 N. Ashland Avenue, Chicago IL 60640)
3.	Mortgage and Assignment of Rents dated June 23, 2017 from Imperial Enterprise Inc, recorded on June 30, 2017 in Cook County as Document No. 1718106175 and Document No. 1718106176. (Property: 6346 N. Clark Street, Chicago IL 60660)
4.	Mortgage and Assignment of Rents dated March 29, 2021 from Maqpoon Management Inc., Gilgit Petroleum, Inc, and Imperial Enterprise Inc recorded on April 6, 2021 in DuPage County as Document No. R2021-053716 and Document No. R2021-053717. (Property: 7000 Kingery Highway, Willowbrook IL 60527)
5.	Mortgage and Assignment of Rents dated March 29, 2021 from Maqpoon Management Inc., Gilgit Petroleum, Inc, and Imperial Enterprise Inc recorded on April 13, 2021 in Cook County as Document No. 2110321039 and Document No. 2110321040. (Property: 4800 N. Ashland Avenue, Chicago IL 60640)
6.	Mortgage and Assignment of Rents dated March 29, 2021 from Maqpoon Management Inc., Gilgit Petroleum, Inc, and Imperial Enterprise Inc recorded on April 13, 2021 in DuPage County as Document No. 2110307156 and Document No. 2110307157. (Property: 6346 N. Clark Street, Chicago IL 60660)
7.	Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated _____, 2021 from Western Foster Land Inc. recorded on _____, 2021 in Cook County, Illinois as Document No. 2110307156 and Document No. _____. (Property: 5201 N. Western Avenue, Chicago, IL 60625)

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8.	Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated _____, 2021 from Western Foster Land Inc. recorded on _____, 2021 in Cook County, Illinois as Document No. 2110307156 and Document No. _____. (Property: 2348 West Foster Avenue, Chicago, IL 60625)
9.	Commercial Security Agreement dated June 23, 2017 from Gilgit Petroleum, Inc. (Borrower) and Abbas Management, LLC, Devon Management, LLC, Belmont Management, LLC, Western Foster LLC, and Premier Petroleum, LLC (Grantors).
10.	Commercial Security Agreement dated June 23, 2017 from Gilgit Petroleum, Inc. (Borrower) and Gilgit Petroleum, Inc. and Imperial Enterprise Inc (Grantors).
11.	Commercial Security Agreement dated June 23, 2017 from Imperial Enterprise Inc (Borrower) and Western Foster LLC, Premier Petroleum, LLC, Devon Management, LLC, Abbas Management, LLC, and Belmont Management, LLC (Grantors).
12.	Commercial Security Agreement dated June 23, 2017 from Imperial Enterprise Inc (Borrower) and Imperial Enterprise Inc and Gilgit Petroleum, Inc (Grantors).
13.	Commercial Security Agreement dated May 28, 2019 from Maqpoon Management Inc. (Borrower) and Premier Petroleum LLC (Grantor).
14.	Commercial Security Agreement dated March 29, 2021 from Maqpoon Management Inc., Gilgit Petroleum, Inc, and Imperial Enterprise Inc (Borrowers) and Abbas Management, LLC, Devon Management, LLC, Premier Petroleum, LLC, and Western Foster LLC (Grantors).
15.	Security Agreement dated _____, 2021 from Western Foster Land Inc. (Borrower)

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## Attachment B

### Collateral Description

1. **Real Property Owned by MAQPOON MANAGEMENT INC.**

**Address:** 7000 Kingery Highway, Willowbrook IL 60527

**Tax No.:** 09-23-310-024 & 09-23-310-025

**Legal Description:**

LOTS 11, 12, 13, AND 14 IN BLOCK 46 IN TRI STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 23 AND PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1947 AS DOCUMENT 465114, IN DUPAGE COUNTY, ILLINOIS.

2. **Real Property Owned by GILGIT PETROLEUM, INC**

**Address:** 4800 N. Ashland Avenue, Chicago IL 60640

**Tax No.:** 14-07-423-048-0000 & 14-07-423-056-0000

**Legal Description:**

PARCEL 1:

LOTS 1 TO 5 INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 1 TO 5 INCLUSIVE LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH EAST LINE OF SECTION 7) AND ALL OF LOTS 6 AND 7 IN W.H. WHITEHEAD'S SUBDIVISION OF LOTS 9 TO 14 INCLUSIVE IN BLOCK 2 IN KEANEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF SECTIONS 7, 8 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE VACATED ALLEY BEING 10 FEET IN WIDTH LYING WEST OF AND ADJOINING SAID LOTS 1 TO 5 INCLUSIVE LYING NORTH OF THE NORTH LINE OF WEST LAWRENCE AVENUE LYING SOUTH OF THE NORTH LINE EXTENDED WEST OF SAID LOT 1 AND LYING EAST OF THE EAST OF LINE EXTENDED NORTH OF SAID LOT 6.

PARCEL 3:

ALL OF THE VACATED ALLEY NORTH AND EASTERLY OF THE NORTHERLY LINE OF SAID LOTS 6 AND 7 LYING EAST OF THE WEST LINE EXTENDED NORTH OF SAID LOT 7, LYING WEST OF THE EAST LINE EXTENDED NORTH OF SAID LOT 6 AND LYING SOUTH OF THE NORTH LINE EXTENDED WEST OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS.

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### 3. Real Property Owned by IMPERIAL ENTERPRISE INC

**Address:** 6346 N. Clark Street, Chicago IL 60660

**Tax No.:** 14-06-204-012-0000 (Affects Lots 1, 2, and 3), 14-06-204-013-0000 (Affects Lot 4), and 14-06-204-014-0000 (Affects Lot 5)

**Legal Description:**

PARCEL 1:

LOTS 1, 2 AND 3 IN BLOCK 1 IN COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4 AND 5 IN BLOCK 1 IN COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO KNOWN AS

LOTS 4 AND 5 IN THE SUBDIVISION BY THE COLUMBIAN LAND ASSOCIATION OF ORIGINAL LOT 1 IN BLOCK 1 IN HIGH RIDGE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### 4. Real Property Owned by MAQPOON MANAGEMENT INC.

**Address:** 7000 Kingery Highway, Willowbrook IL 60527

**Tax No.:** 09-23-310-024 & 09-23-310-025

**Legal Description:**

LOTS 11, 12, 13, AND 14 IN BLOCK 46 IN TRI STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 23 AND PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114, IN DUPAGE COUNTY, ILLINOIS.

### 5. Real Property Owned by GILGIT PETROLEUM, INC

**Address:** 4800 N. Ashland Avenue, Chicago IL 60640

**Tax No.:** 14-07-423-056-0000

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## Legal Description:

### PARCEL 1:

LOTS 1 TO 5 INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 1 TO 5 INCLUSIVE LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH EAST LINE OF SECTION 7) AND ALL OF LOTS 6 AND 7 IN W.H. WHITEHEAD'S SUBDIVISION OF LOTS 9 TO 14 INCLUSIVE IN BLOCK 2 IN KEANEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF SECTIONS 7, 8 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

ALL OF THE VACATED ALLEY BEING 10 FEET IN WIDTH LYING WEST OF AND ADJOINING SAID LOTS 1 TO 5 INCLUSIVE LYING NORTH OF THE NORTH LINE OF WEST LAWRENCE AVENUE LYING SOUTH OF THE NORTH LINE EXTENDED WEST OF SAID LOT 1 AND LYING EAST OF THE EAST OF LINE EXTENDED NORTH OF SAID LOT 6.

### PARCEL 3:

ALL OF THE VACATED ALLEY NORTH AND EASTERLY OF THE NORTHERLY LINE OF SAID LOTS 6 AND 7 LYING EAST OF THE WEST LINE EXTENDED NORTH OF SAID LOT 7, LYING WEST OF THE EAST LINE EXTENDED NORTH OF SAID LOT 6 AND LYING SOUTH OF THE NORTH LINE EXTENDED WEST OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS.

## 6. Real Property Owned by IMPERIAL ENTERPRISE INC (Mortgage #6)

**Address:** 6346 N. Clark Street, Chicago IL 60660

**Tax No.:** 14-06-204-012-0000, 14-06-204-013-0000, and 14-06-204-014-0000

## Legal Description:

### PARCEL 1:

LOTS 1, 2 AND 3 IN BLOCK 1 IN COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 4 AND 5 IN BLOCK 1 IN COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

## ALSO KNOWN AS

LOTS 4 AND 5 IN THE SUBDIVISION BY THE COLUMBIAN LAND ASSOCIATION OF ORIGINAL LOT 1 IN BLOCK 1 IN HIGH RIDGE SUBDIVISION IN THE NORTHEAST 1/4

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OF SECTION 6, TOWNSHIP 40, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

7. **Real Property owned by WESTERN FOSTER LAND INC. (Mortgage #7)**

**Address:** 5201 N. Western Avenue, Chicago, Illinois 60625  
**Tax No.:** 14-07-114-021-0000 (affects Estate A, part of Parcel 1)  
 14-07-114-022-0000 (affects Estate A, remainder of Parcel 1)  
 14-07-114-024-0000 (affects Estate A, Parcel 2)

**Legal Description:**

PARCEL 1:

LOT 59 (EXCEPT THAT PART LYING WEST OF A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 7) AND ALL OF LOTS 60 AND 61 IN O. B. CONKLIN'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 63 IN O. B. CONKLIN'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

8. **Real Property ground leased by WESTERN FOSTER LAND INC. (Mortgage #8)**

**Address:** 2348 West Foster Avenue, Chicago, Illinois 60625  
**Tax No.:** 14-07-114-023-0000

**Legal Description:**

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1 (C) OF THE ALTA FORM 13/13.1, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, A MEMORANDUM OF WHICH WAS RECORDED AS DOCUMENT 21625629, EXECUTED BY THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST DATED NOVEMBER 2, 1970, AND KNOWN AS TRUST NO. 24481, WHOSE INTEREST WAS SUBSEQUENTLY GRANTED TO EILEEN M. KAHOVEC, AS TRUSTEE FOR THE LIVING TRUST OF EILEEN M. KAHOVEC DATED OCTOBER 13, 1997 BY INDENTURE RECORDED AS DOCUMENT 97972044, AS LESSOR, AND SHELL OIL COMPANY, A DELAWARE CORPORATION, AS LESSEE, WHICH LESSEE INTEREST WAS ASSIGNED TO EQUILON ENTERPRISES, L.L.C., BY ASSIGNMENT OF LEASE DATED JUNE 18, 1998 AND RECORDED APRIL 5,

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1999 AS DOCUMENT 99323264, WHICH LEASE WAS SUBSEQUENTLY MODIFIED BY AN UNRECORDED DOCUMENT KNOWN AS "AGREEMENT EXTENDING LEASE" DATED AUGUST 31, 2001, RENEWING THE TERM OF THE LEASE FOR A FIVE YEAR PERIOD COMMENCING ON OCTOBER 1, 2001 AND ENDING SEPTEMBER 30, 2006, WITH OPTIONS TO EXTEND THE TERM FOR THREE ADDITIONAL PERIODS OF FIVE YEARS EACH, ALL AS ASSIGNED TO TRUE NORTH ENERGY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY ASSIGNMENT AND ASSUMPTION OF LEASE RECORDED MARCH 11, 2010 AS DOCUMENT 1007026304; AND MEMORANDUM OF AMENDMENT TO LEASE RECORDED FEBRUARY 19, 2020 AS DOCUMENT 2005046332, OVER THE FOLLOWING DESCRIBED LAND: LOT 62 IN O. B. CONKLIN'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

9. **Personal Property Owned by ABBAS MANAGEMENT, LLC, DEVON MANAGEMENT, LLC, BELMONT MANAGEMENT, LLC, WESTERN FOSTER LLC, AND PREMIER PETROLEUM, LLC**

**Collateral Description:**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property, all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

10. **Personal Property Owned by GILGIT PETROLEUM, INC. AND IMPERIAL ENTERPRISE INC**

**Collateral Description:**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut;



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all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

11. **Personal Property Owned by WESTERN FOSTER LLC, PREMIER PETROLEUM, LLC, DEVON MANAGEMENT, LLC, ABBAS MANAGEMENT, LLC, AND BELMONT MANAGEMENT, LLC**

**Collateral Description:**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

12. **Personal Property Owned by IMPERIAL ENTERPRISE INC AND GILCO PETROLEUM, INC**

**Collateral Description:**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the

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foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

13. **Personal Property Owned by PREMIER PETROLEUM, LLC**

**Collateral Description:**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

14. **Personal Property Owned by ABBAS MANAGEMENT, LLC, DEVON MANAGEMENT, LLC, PREMIER PETROLEUM, LLC, AND WESTERN FOSTER LLC**

**Collateral Description:**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter

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arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

15. **Personal Property Owned by WESTERN FOSTER LAND INC.**

**Collateral Description:**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

DeWitt County Clerk's Office