

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN 12 PM 2:37

MICHAEL A. BROWN
RECORDER

2007 000423

A. NAME & PHONE OF CONTACT AT FILER [optional]
Thomas Collins Sr. 219-962-7676

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Luke Oil Company Inc.
C/O Thomas Collins Sr.
P.O. Box 96
Hobart, IN 46342

see onsize attachments

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME Petro America Incorporated	FIRST NAME Sukhvinder	MIDDLE NAME S.	SUFFIX
	1b. INDIVIDUAL'S LAST NAME Sidhu			
1c. MAILING ADDRESS 8803 Calhoun Place	CITY Crown Point	STATE IN	POSTAL CODE 46307	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Lake County IN/City of CP	1g. ORGANIZATIONAL ID #, if any FID 20-3666039/ <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME Petro America Incorporated	FIRST NAME Mandeep	MIDDLE NAME K	SUFFIX
	2b. INDIVIDUAL'S LAST NAME Sidhu			
2c. MAILING ADDRESS 8803 Calhoun Place	CITY Crown Point	STATE IN	POSTAL CODE 46307	COUNTRY USA
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION Lake County IN/City of CP	2g. ORGANIZATIONAL ID #, if any FID 20-3666039/ <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORE S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Luke Oil Company Inc.	FIRST NAME Thomas	MIDDLE NAME M	SUFFIX
	3b. INDIVIDUAL'S LAST NAME Collins			
3c. MAILING ADDRESS P.O. Box 96	CITY Hobart	STATE IN	POSTAL CODE 46342	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral

All Petroleum related equipment/trade fixtures including but not limited to:
 4 Gasoline fuel dispensers
 1 Citgo twin pole single price LED price sign
 All Citgo Logos and trademarks affixed to property
 Legal Description: N. 180FT. OF E. 155FT. OF GOV. LOT 3 .64AC. S.24 T.36 R.9
 for property address of business: Burr Street Citgo 2900 Gary In 46406

13⁰⁰

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ADDITIONAL FEE [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA



ZIMMERMAN SIGN COMPANY

INVOICE

P. O. BOX 671399
 DALLAS, TX
 75267-1399
 Phone: 1-800-589-2100
 Fax: 1-800-589-2100

Invoice Number:	1032024
Packing Slip:	See Below
Customer No	SH1154
Invoice Date	6/20/2005

2007 000423

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Bill To:
 LUKE OIL CO
 THOMAS COLLINS
 3592 N HOBART RD
 PO BOX 96
 HOBART IN 46342
 USA

Ship To:
 MICHAEL A. BROWN
 RECORDER

Install at:
 LUKE OIL CO
 3592 N HOBART RD
 ATTN: ARIEL RIVERA
 HOBART IN 46342
 USA

Order Number: 0000131485 Customer P/O: 475 Salesman: 1 Order Date: 6/3/2005

Quantity	Ship Date	FOB	Payment Terms	Payment Terms	Invoice
See Below	See Below	Origin	Prepaid	Due Upon Receipt	Deferred

Product Number	Description	Quantity	Unit Price	Amount	Extended
CI2046TP.1LD	CITGO 4x6 1-PR LED DF TP SGN	1.00	1.00	\$3,937.00	\$3,937.00

MO No.: 212750 Line No.: 001
 PS: 0000131485-00 Ship: 06/10/2005

DWG CI041530 PROD PANELS MUST BE TRACKED ON FACE

Sales Amount: \$3,937.00

ABF 177438304 061005

JUN 23 2005

1
64900

We Accept MasterCard and Visa

A 3.5% handling fee will be added to all credit card orders.

\$ 236.22 Sales Tax	\$ 0.00 Handling Charge	\$ 456.49 Freight	\$ 0.00 Customer Deposits	\$ 0.00 Misc	\$ 0.00 Misc	\$ 0.00 Misc	Invoice Total	\$4,629.71
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Original

DNSi nicks

2002
2007 000423

PROPOSAL

Miller Electric Company of Indiana, Inc.
(219) 738-1770
Fax (219) 738-1773

Mailing Address:
P.O. Box 10808
Merrillville IN, 46411

Shipping Address:
521 West 84th Drive
Merrillville IN, 46410

Proposal Number: 21989
Date: November 18, 2005
Proposal submitted to: Luke Oil
Job Name: Sign Feed
Job Location: 2900 Burr Street - Gary


STATE OF INDIANA
LAKE COUNTY
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MICHAEL A. BRYAN
RECORDER

We hereby submit specifications and estimates for the following electrical work:

- 1.) Saw cut and cold patch asphalt (east drive).
- 2.) Trenching and backfill from existing sign junction box to new sign location. (East side.)
- 3.) Pick-up existing circuits in existing junction box and run to new sign location.
- 4.) Weatherproof disconnect on sign.
- 5.) City of Gary electrical permit.

We propose to furnish all necessary materials and labor in accordance with all specifications and codes for the sum of:

One Thousand Nine Hundred Sixty and 00/100 Dollars ...\$1,960.00

Authorized Signature: 
Richard Bellich

This Proposal is Valid for 30 (thirty) days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal #21989: Please sign and return this proposal. By doing so a contract is hereby formed between Miller Electric Co. of Indiana, Inc. and the company/individual. The prices, specifications, conditions and other terms are those listed above. By signing and returning Miller Electric is authorized to do the work as outlined above. Final payment shall be made 30 days after completion of work.

Signature: _____ Date: _____

Company: _____ Title: _____

STATE OF INDIANA Page No 1 of 1 Pages
LAKE COUNTY
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GARY SIGN CO.
3289 East 83rd Place
MERRILLVILLE IN 46710
2007 000423

PROPOSAL

(219) 942-3191
FAX (219) 942-3077

MICHAEL A. BROWN
RECORDER

TO Luke Oil Company, Inc. Attn: Mr. Al Barnickel 3592 North Hobart Road P.O. Box 96 Hobart IN 46342	PHONE (219)962-7676	DATE 11/30/2005
	JOB NAME / LOCATION (219)962-0529 Fax Citgo 2900 Burr Street, Gary, IN (630)803-3430 (C)	
	JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

- Excavate and set two new deep buried concrete-with-anchor-bolt footers in approved location.
- Remove existing "Citgo" pylon and reinstall on new footers.
- Power to sign by others.
- Remove three product pricer from structure and replace with customer provided electronic product pricer.
- Property/business owner to provide permit.

\$4,320.00 + \$88.20 Tax = \$4,408.20

We propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: **Four Thousand Four Hundred Eight and 20/100 Dollars** 4,408.20 dollars (\$)

Payment to be made as follows:
One-half down payment. Balance payable on completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature 
Paul Grochowski, President
Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Signature _____

Date of Acceptance: _____



**OIL
EQUIPMENT
SUPPLY CORP.**

PLEASE REMIT TO:
P.O. BOX 21188
INDIANAPOLIS, IN 46221-0188

(800) 792-3120
(800) 589-5402
(800) 323-1166

SOLD
TO

LUKE OIL CO.
8105 GEORGIA ST.
MERRIVILLE, IN 46410

SHIP
TO

INDIANAPOLIS, IN
FORT WAYNE, IN
LOUISVILLE, KY.

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Doc# 302929

INDIANAPOLIS, IN 46221-0188

P.O. BOX 21188
INDIANAPOLIS, IN 46221-0188

PAGE 1
Doc# 302929
LUK015

TEMP
MARATHON

Barz Cnco

INVOICE DATE	ORDER NO.	SHIP VIA	TERMS	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT
09/02/04	001	RETROFIT KITS	08/02/04	388573	09/02/04	388573
3.00	3.00	.00	6/8CRIND-RETRO			14976.00
1.00	1.00	.00	LC			275.00
1.00	1.00	.00	6 BT 485T-01			189.00
1.00	1.00	.00	VER 389A-100			94.95
1.00	1.00	.00	VER 135A-30			24.31
1.00	1.00	.00	VER 185T-01			49.00
1.00	1.00	.00	VER 3976-01			129.00
1.00	1.00	.00	6/8 BT 4847-61			10.03
<p>LABOR TO INSTALL ABOVE KITS INTO EXISTING B78 DISPENSERS</p> <p>UNIV. DIST. - 60% - 004RT6H</p> <p>CABLE DISPENSER - 100%</p> <p>ADAPTER B & B 10-RJ45</p> <p>6/8 BT 485T-01</p> <p>UNIVERSITY DIST. - 60% - 004RT6H</p> <p>LABOR TO INSTALL ABOVE KITS INTO EXISTING B78 DISPENSERS</p> <p>UNIV. DIST. - 60% - 004RT6H</p> <p>CABLE DISPENSER - 100%</p> <p>ADAPTER B & B 10-RJ45</p> <p>6/8 BT 485T-01</p> <p>UNIVERSITY DIST. - 60% - 004RT6H</p>						
<p>Price does not include delivery to jobsite of</p> <p>Mining will need to be verified</p> <p>SALES TAX - 6% - 004RT6H</p> <p>EA397732 EA397733 EA397734</p> <p>EA397732 EA397733 EA397734</p>						
<p>STATE OF INDIANA LAKE COUNTY FILED FOR RECORD OCT 20 2004 MICHIGAN NMOUB V BROWN</p>						
<p>PLEASE RETURN THIS PORTION OF THE INVOICE WITH YOUR PAYMENT</p> <p>10002</p> <p>327000</p>						
<p>15472.29</p> <p>275.00</p>				<p>928.34</p> <p>THANK YOU! ALLEN PODELL /SS</p>		<p>16675.63</p>
<p>15472.29</p> <p>275.00</p>				<p>928.34</p> <p>THANK YOU! ALLEN PODELL /SS</p>		<p>16675.63</p>

Carrying charge of 1 1/2 % per month will be charged on past due accounts. Annual percentage rate is 18%.

ORIGINAL

Great Lakes, LTD
 Sign & Electrical Contractor
 1175 Rak Road
 Burns Harbor, IN 46304
 (219)787-9341

*For Citgo Location
 # 11955047*

Invoice

DATE	INVOICE #
7/30/2004	7376

BILL TO
Luke Oil Company P. O. Box 96 Hobart, IN 46342

JOB LOCATION
Citgo Burr Street Gary, IN

DESCRIPTION	Work Order #	TERMS	DUE DATE
	QTY	RATE	AMOUNT
07-27-04 Fabricated sign package. Service Truck & Labor	7.5	75.00	562.50
07-28-04 Install sign package no base. Package no bases		1,800.00	1,800.00
Permit Fee		99.25	99.25
Permit Application Fee	2	65.00	130.00
Sales Tax		6.00%	0.00
AUG 04 2004			
As of July 1, 2002, failure to make payment as specified will be subject the owner to 1.5 per month (or any portion thereof) late fee and owner shall be liable for the cost of collection including accountable attorney fees.			Total \$2,591.75

RECORDED
 MICHAEL A. BROWN

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 LAKE COUNTY
 STATE OF INDIANA

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2007 000423

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STATE OF INDIANA
LAKE COUNTY
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2007 000123
PMPA MOTOR FUELS FRANCHISE AGREEMENT

MICHAEL A. BROWN
RECORDER

This PMPA Motor Fuels Franchise Agreement ("Agreement") is made as of October 17, 2003, by:

LUKE OIL CO., INC., an Indiana corporation ("Luke"), whose address is
3592 North Hobart Road, P. O. Box 96, Hobart, Indiana 46342; and

ONKAR, INC. ("Dealer"), whose address is
2900 BURR STREET
GARY, INDIANA 46406

ARTICLE I
The PMPA Franchise

A. **Establishment of PMPA Franchise** . By this Agreement, Luke and Dealer hereby establish a "Franchise" and a "Franchise Relationship," as defined by the Petroleum Marketing Practices Act, 15 U.S.C. Sections 2801-2806 (the "PMPA"). Luke is a distributor of Luke Oil products. Dealer hereby agrees to purchase Luke Oil¹ brand motor fuel from Luke for retail sale at the business premises of Dealer commonly known as:

2900 BURR STREET
GARY, INDIANA 46406

(the "Marketing Premises").

B. **Relationship of the Parties** . The parties intend for this Agreement to govern the PMPA Franchise and Franchise Relationship between them and the purchase and sale of products. Dealer is an independent businessperson, and this Agreement will not create any agency or employment relationship between Luke and Dealer, or any person performing work at the Marketing Premises for, or on behalf of, Dealer.

C. **Representations and Assurances** . Dealer acknowledges that Luke Oil has developed service stations throughout the country which are distinguished by design, trademark, decor and graphics; that Luke Oil has built valuable goodwill throughout the country and has fostered confidence in the motoring public in service stations and products bearing Luke Oil's trademarks; that Luke Oil has advertised its products extensively throughout the country; and that the continued success of Luke and of Dealer as a Luke Oil dealer, as well as all other Luke and Luke Oil dealers, is dependent upon each Luke Oil dealer maintaining the highest standards of service station operation, product quality, personal performance and customer service. Luke has entered into this Agreement in reliance on Dealer's personal qualifications and Dealer's representations to Luke of Dealer's desire to operate a retail service station selling Luke Oil products. Furthermore, Dealer represents to Luke that Dealer will manage the Franchise so as to maintain and enhance the public acceptance of Luke's and Luke Oil's trademarks and products. Dealer acknowledges that Dealer's conduct and personal performance will impact these areas so long as Dealer represents the Luke Oil name to the public. Dealer will exert its good faith and best efforts to promote and maximize the sale of Luke Oil products, to manage the Franchise so as to meet or

¹ Reg. U.S. Pat. & Tr. Off.

exceed Luke Oil's and Luke's high standards of retailing, appearance, customer service and product quality, and to refrain from conduct which will detract from the value of Luke Oil's trademarks or which would tend to lower the public acceptance of Luke Oil dealers. THESE OBLIGATIONS AND COMMITMENTS TO PERSONAL PERFORMANCE UNDERTAKEN BY DEALER ARE THE VERY ESSENCE OF THIS AGREEMENT AND ARE PERSONAL TO DEALER. Dealer's failure or refusal to comply with these obligations will constitute grounds for termination or nonrenewal of this Agreement and the relationship between the parties.

D. **Term of Agreement** . The term of this Agreement will be for a fixed period of ten (10) years beginning November 17, 2003 and ending December 1, 2013. If such term is for less than three (3) years, Dealer acknowledges that Dealer was offered a three-year term and declined it.

E. **Extension of Agreement** . Luke will have the right to grant temporary extensions of this Agreement of up to one hundred eighty (180) days per extension. Any such extension will not be considered a renewal of this Agreement.

ARTICLE II
Purchase and Sale of
Motor Fuels and Other Products

A. **Motor Fuels** . Dealer will use Dealer's good-faith and best efforts to maximize the sale of Luke Oil brand motor fuel at the Marketing Premises and, in any event, Dealer will purchase directly from Luke, during the term of this Agreement and for delivery at the Marketing Premises, not less than seventy percent (70%) of the monthly and contract year product quantities specified in the schedule below. Luke may, at its sole option, sell more than the following specified quantities to Dealer, but will not be obligated to do so. In the event the first month of the term of this Agreement is not a full month, the monthly product quantity for that month will be the monthly product quantity listed in the schedule for the corresponding month, prorated for the number of days in the partial month.

<u>Month</u>	<u>Motor Fuel</u> (stated in gallons)	<u>Distillate</u> (stated in gallons)
January	50,000	
February	50,000	
March	50,000	
April	50,000	
May	50,000	
June	50,000	
July	50,000	
August	50,000	
September	50,000	
October	50,000	
November	50,000	
December	50,000	
CONTRACT YEAR TOTAL	600,000	

Any sale of motor fuels in excess of the quantities specified above will be subject to the terms and conditions of this Agreement.

B. **Prices** . Prices will be those in effect at time and place of delivery for that class of customer in which Dealer will then fall, as determined by Luke. Unless otherwise specified, prices are prior to taxes and are subject to change by Luke at any time and without notice.

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 LAKE COUNTY
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 RECORDER

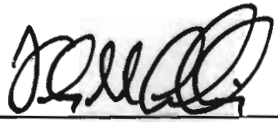
(b) Dealer will not erect, maintain or permit any sign, insignia, or other advertising device upon or near the Marketing Premises which would indicate that Luke is the owner or operator of the business conducted upon the Premises.

(c) Dealer will at all times maintain a sign upon the Marketing Premises, clearly visible to persons upon the Marketing Premises, reading as follows:

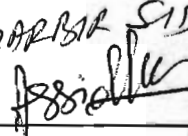
" _____, "Independent Dealer."

Executed as of the day and year first above written.

Luke: LUKE OIL CO., INC.

By: 
Thomas M. Collins

Dealer:


MICHAEL A. BROWN
RECORDER
AMAR BIA SIDA
ONKAR INC

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LAKE COUNTY
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