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PROMISSORY NOTE

\$100,000.00
(One Hundred Thousand Dollars)

2008 065081

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(1) **Promise to Pay.** FOR VALUE RECEIVED, the undersigned, ~~Muhammed Aslam~~ ^{AA GAS INC.} ("Borrower"), promises to pay in lawful money of the United States of America to the order of **Universal Gas and Food, Inc.**, the principal sum of One Hundred Thousand Dollars (\$100,000) with interest from the date hereof at the rate set forth below.

(2) **Interest.** Interest shall accrue at a rate from the date hereof to the Maturity Date at eight and one-half percent (8.5%) per annum.

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD
2008 SEP 17 AM 9:05
MICHAEL A. BROWN
RECORDER

3. **Payments and Term.** Principal and interest shall be due and payable as follows:

(a) A payment of \$0 at time of closing.

(b) Balance shall be in equal installments of \$708.33 per month (interest only), commencing on October 1, 2008, and ending twelve months later on September 1, 2009. Payment shall be made directly to Universal Gas and Food, Inc. at Lender's choice of location, so long as such location is within Cook County and the surrounding counties of Cook County. Payments shall be made with either certified funds or cash. Receipt shall be given if Borrower gives cash.

(c) The remaining balance of one hundred thousand dollars (\$100,000) shall be paid to Universal Gas and Food, Inc. on September 1, 2009.

~~(c) The total amount to be paid, notwithstanding all other matters, shall be one hundred eight thousand five hundred dollars (\$108,500).~~

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid, in whole or in part, without prior written notice.

5. **Restrictions on Transfer and Encumbrance.** Borrower and Lender acknowledge and agree that the Mortgage referred to in paragraph 9 below contains the following paragraph 4.1:

5.1 Restrictions on Transfer or Encumbrance of the Property ("The restaurant known as "Gas Station" located at 8310 S. Calumet Avenue, Munster, Indiana). If the Property or any part thereof or interest therein shall be encumbered, sold (by contract or otherwise), conveyed, or otherwise transferred by Lender, or if without Borrower's prior written consent there shall be any change in the ownership of any stock interest in a corporate Lender, in the ownership of any general partnership interest in any general or limited partnership Lender or in the ownership of any beneficial interest in any other Lender which is not a natural person or persons, or if without Borrower's prior written consent there shall be any change in the ownership of any such stock, general partnership or other beneficial interest in any corporation, partnership or other entity, organization or association directly or indirectly owning an interest in Lender, then the same shall be deemed to be a "Transfer" for purposes of this paragraph. In the event of such a Transfer, Borrower may, at its sole option, declare such Transfer to constitute an

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event of default under this Mortgage and invoke any remedy or remedies provided for in paragraph 8.1 hereof or may, at its sole option, consent to such transfer and increase the interest rate on the indebtedness secured hereby. Neither of the foregoing options shall apply, however, in the case of a Transfer by devise or descent or operation of law upon the death of an individual Lender, a partner of a partnership Lender, a shareholder of a corporate Lender, the owner of a beneficial interest of any other Lender which is not a natural person, or the owner of any stock, partnership or other beneficial interest in any corporation, partnership or other entity, organization or association directly or indirectly owning an interest in Lender, provided that following the transfer the person(s) and/or firm(s) having effective managerial control of the Property are reasonably satisfactory to Borrower.

6. Default.

(a) The occurrence of any one or more of the following shall constitute an event of default under this Note:

- (i) Failure to make any payment of principal or interest when due hereon, followed by the failure to make such payment within seven (7) days after written notice thereof given to Borrower by Lender; provided, however, that Lender shall not be obligated to give Borrower written notice prior to exercising its remedies with respect to such default if Lender had twice previously given Borrower during that calendar year a notice of default for failure to make a payment of principal or interest hereon.
- (ii) The occurrence of any other event of default under the Note referred to in Paragraph 9 below.

(b) Time is of the essence. If an event of default occurs under this Note,

- (i) the entire principal balance hereof and all accrued interest shall, at the option of Lender, without notice, bear interest at a rate from time to time equal to one (1) percentage points over what would otherwise be the Note rate (from the date of the event of default until such event of default is cured and
- (ii) the entire principal balance hereof and all accrued interest shall immediately become due and payable at the option of Lender, without notice. Lender's failure to exercise any option hereunder shall not constitute a waiver of the right to exercise the same for any subsequent event of default.

(7) Late Charges. Borrower acknowledges that, if any payment under this Note is not made when due, Lender will as results thereof incur cost not contemplated by this Note, the exact amount of which would be extremely difficult or impracticable to ascertain. Such costs include without limitation processing and accounting charges. Accordingly, Borrower hereby agrees to pay to Lender with respect to each payment which is not received by Lender within one (1) day after such payment is due under this Note a late charge \$300 per day. Borrower and Lender agree that such late charge represents a fair and reasonable estimate of the costs Lender will incur by reason of such late payment. Acceptance of such late charge by Lender shall in no event constitute a waiver of the default with respect to the overdue amount, and shall not prevent Lender from exercising any of the other rights and remedies available to Lender.

(8) Costs and Attorneys' Fees. If an event of default occurs under this Note and Lender consults an attorney regarding the enforcement of any of its rights under this Note, or if this Note is placed in the hands of an attorney for collection, or if suit be brought to enforce this Note, Borrower promises to pay all costs thereof, including attorneys' fees. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees in any appeal or in a proceeding under any present or future federal bankruptcy act or state receivership.

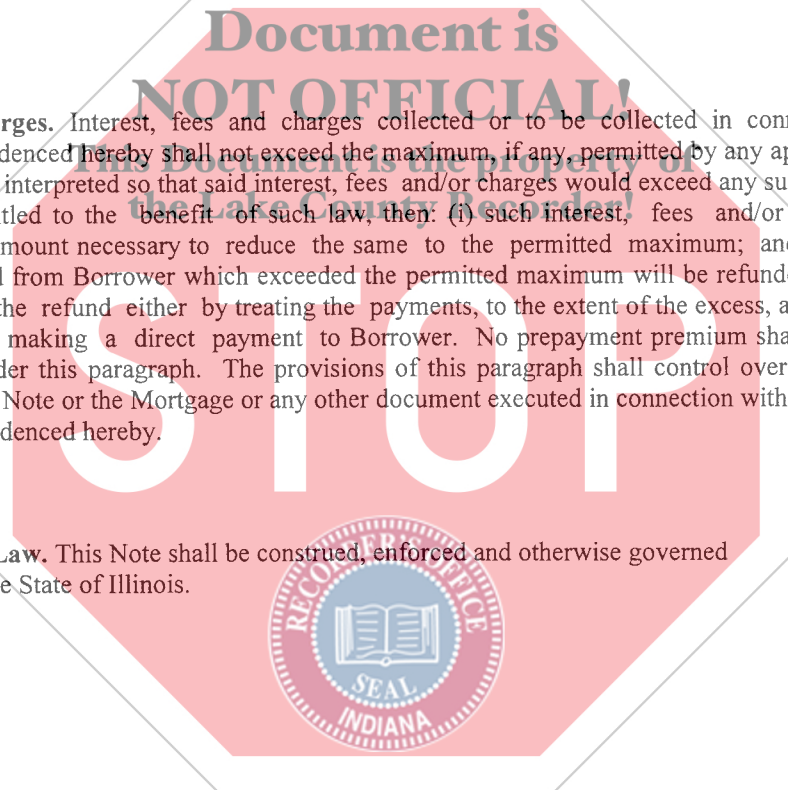
(9) Security. This note is secured by shares in the restaurant, or in any way ownership of gas station, and located at 8310 S. Calumet Avenue, Munster, Indiana 46321.

(10) Waiver of Presentment, Etc. Borrower hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest.

(11) Joint and Several Liabilities. The liability of each of the undersigned corporations constituting Borrower is joint and several with respect to all obligations hereunder.

(12) Loan Charges. Interest, fees and charges collected or to be collected in connection with the indebtedness evidenced hereby shall not exceed the maximum, if any, permitted by any applicable law. If any such law is interpreted so that said interest, fees and/or charges would exceed any such maximum and Borrower is entitled to the benefit of such law, then: (i) such interest, fees and/or charges shall be reduced by the amount necessary to reduce the same to the permitted maximum; and (ii) any sums already collected from Borrower which exceeded the permitted maximum will be refunded. Lender may choose to make the refund either by treating the payments, to the extent of the excess, as prepayments of principal or by making a direct payment to Borrower. No prepayment premium shall be assessed on prepayments under this paragraph. The provisions of this paragraph shall control over any inconsistent provision of this Note or the Mortgage or any other document executed in connection with the Indebtedness evidenced hereby.

13. Governing Law. This Note shall be construed, enforced and otherwise governed by the laws of the State of Illinois.



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14. Lender. As used herein, the term "Lender" shall mean the holder and owner of this Note.

AA GAS INC.

M. Aslam

~~Muhammad Aslam~~ PRESIDENT
("Debtor") Muhammad Aslam

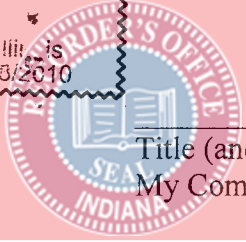
Mirza A. Baig
Universal Gas and Food, Inc.
("Lender") Mirza A. Baig, President

STATE OF IN, COUNTY OF COOK, SS:

This instrument was acknowledged before me on this 8th day of Sept., 2008,
2008.

"OFFICIAL SEAL"
Julie A Baker
Notary Public, State of Illinois
Commission Expires 10/3/2010

Julie A Baker
Notary Public



Title (and Rank)
My Commission expires _____

