



Document 1606

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SHIRLEY WANDLING, RECORDER
HENRY COUNTY IOWA

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

Dated: As of June 22, 2012

Property Address: 1200 East Baker Street
Mt. Pleasant, Iowa

County: Henry

Legal Description: Lots 12 and 13, Iris City Plaza Subdivision
(Exhibit B – Page 17)

Tax Parcel: 083700800

Loan No.: 6732000

PREPARED BY:

Julie L. Kaminski, Wolin, Kelter & Rosen, Ltd., 55 West Monroe, Suite 3600, Chicago, Illinois
60603 (312)424-0600

WHEN RECORDED, RETURN TO:

Edward Fitzgerald, The National Republic Bank of Chicago, 1201 West Harrison Street,
Chicago, Illinois 60607

J.V.P.

THIS CROSS-GUARANTY, CROSS-DEFAULT, CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT (this "Agreement"), made as of June 22, 2012, by **CHEHAR PETROLEUM, INC.**, a Missouri corporation, having an address at 20717 Highway 118, Mound City, Missouri 64470 ("First Borrower"), **RADHEY LODGING, LLC**, a Missouri limited liability company, having a mailing address at 305 Weightman Road, Mound City, Missouri 64470 ("Second Borrower"), **KRISHNA LODGING, LLC**, a Missouri limited liability company, having a mailing address at 305 Weightman Road, Mound City, Missouri 64470 ("Third Borrower"), **KESAR HOTEL MOTEL, INC.**, a Missouri corporation, having a mailing address at 305 Weightman Road, Mound City, Missouri 64470 ("Fourth Borrower"), **KRISHNA LODGING, LLC**, a Missouri limited liability company, having a mailing address at 305 Weightman Road, Mound City, Missouri 64470 ("Fifth Borrower"), and **KRISHNA LODGING, LLC**, a Missouri limited liability company, having a mailing address at 305 Weightman Road, Mound City, Missouri 64470 ("Sixth Borrower"; First Borrower, Second Borrower, Third Borrower, Fourth Borrower, Fifth Borrower and Sixth Borrower, collectively, the "Borrowers"), **JAGADISH PATEL and DIPIKA PATEL** (collectively, "Indemnitor"), for the benefit of **THE NATIONAL REPUBLIC BANK OF CHICAGO**, a national bank, and its successors and assigns ("Lender") having an address at 1201 West Harrison Street, Chicago, Illinois 60607.

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, First Borrower has executed and delivered to Lender its Promissory Note in the original principal amount of ONE MILLION ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$1,160,000.00) (the "First Borrower Note"), in evidence of a loan in such amount (the "First Borrower Loan") being made by Lender to First Borrower;

WHEREAS, on or about March 30, 2012, Second Borrower executed and delivered to Lender its Promissory Note in the original principal amount of ONE MILLION EIGHT HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$1,840,000.00) (the "Second Borrower Note"), in evidence of a loan in such amount (the "Second Borrower Loan") being made by Lender to Second Borrower;

WHEREAS, on or about October 22, 2010, Third Borrower executed and delivered to Lender its Promissory Note in the original principal amount of SIX HUNDRED NINE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$609,700.00) (the "Third Borrower Note"), in evidence of a loan in such amount (the "Third Borrower Loan") being made by Lender to Third Borrower;

WHEREAS, on or about September 22, 2010, Fourth Borrower executed and delivered to Lender its Promissory Note in the original principal amount of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) and on or about March 29, 2011, Fourth Borrower executed and delivered to Lender its Promissory Note in the original principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for an aggregate loan amount of TWO HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$280,000.00) (collectively, the "Fourth Borrower Note"), in evidence of a loans in such amounts (collectively, the "Fourth Borrower Loan") being made by Lender to Fourth Borrower;

x J.V.R.

WHEREAS, on or about April 29, 2009, Fifth Borrower executed and delivered to Lender its Promissory Note in the original principal amount of Six Hundred Seventy Five Thousand and 00/100 Dollars (\$675,000.00), which was increased by a First Loan Modification and Ratification Agreement dated as of August 11, 2009 up to SEVEN HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$725,000.00) (the "Fifth Borrower Note"), in evidence of a loan in such amount (the "Fifth Borrower Loan") being made by Lender to Fifth Borrower;

WHEREAS, on or about July 17, 2008, Sixth Borrower executed and delivered to Lender its Promissory Note in the original principal amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), which was decreased by a First Loan Modification and Ratification Agreement dated as of February 11, 2009 to a principal amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) (the "Sixth Borrower Note"; the First Borrower Note, the Second Borrower Note, the Third Borrower Note, the Fourth Borrower Note, the Fifth Borrower Note and the Sixth Borrower Note, each, a "Note" and collectively, the "Notes"), in evidence of a loan in such amount (the "Sixth Borrower Loan") being made by Lender to Sixth Borrower;

WHEREAS, the First Borrower Loan is secured by (i) a Collateral Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "First Borrower Security Instrument"), encumbering the real property located in Holt County, Missouri described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the First Borrower Security Instrument (collectively, the "First Borrower Property"), and (ii) certain other documents and instruments (the First Borrower Note, the First Borrower Security Instrument and such other documents and instruments, as the same may, from time to time be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "First Borrower Loan Documents");

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

WHEREAS, the Third Borrower Loan is secured by (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Third Borrower Security Instrument"), encumbering the real property located in Louisa County, Iowa and described on Exhibit C attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Third Borrower Security Instrument (collectively, the "Third Borrower Property"); and (ii) certain other documents and instruments (the Third Borrower Note, the Third Borrower Security Instrument and such other documents and

instruments, as the same may, from time to time be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Third Borrower Loan Documents");

WHEREAS, the Fourth Borrower Loan is secured by (i) two (2) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filings (collectively, the "Fourth Borrower Security Instrument"), encumbering the real property located in Buchanan County, Missouri and described on Exhibit D attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Fourth Borrower Security Instrument (collectively, the "Fourth Borrower Property"); and (ii) certain other documents and instruments (the Fourth Borrower Note, the Fourth Borrower Security Instrument and such other documents and instruments, as the same may, from time to time be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Fourth Borrower Loan Documents");

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

WHEREAS, the Sixth Borrower Loan is secured by (i) a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Sixth Borrower Security Instrument"), encumbering the real property located in Red Willow County, Nebraska and described on Exhibit F attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Sixth Borrower Security Instrument (collectively, the "Sixth Borrower Property": the First Borrower Property, the Second Borrower Property, the Third Borrower Property, the Fourth Borrower Property, the Fifth Borrower Property and the Sixth Borrower Property, each a "Property" and collectively, the "Properties"); and (ii) certain other documents and instruments (the Sixth Borrower Note, the Sixth Borrower Security Instrument and such other documents and instruments, as the same may, from time to time be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Sixth Borrower Loan Documents"; the First Borrower Loan Documents, the Second Borrower Loan Documents, the Third Borrower Loan Document, the Fourth Borrower Loan Documents, the Fifth Borrower Loan Documents and the Sixth Borrower Loan Documents, collectively, the "Loan Documents");

WHEREAS, First Borrower, Second Borrower, Third Borrower, Fourth Borrower, Fifth Borrower, Sixth Borrower and Indemnitor (collectively, the "Borrowing Parties") all are affiliates of each other, and each will derive substantial benefit from the Loans; and

WHEREAS, Lender has required that this Agreement be executed and delivered as a condition to making the Loans.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto hereby agree as follows:

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

(a) First Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "First Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the Second Borrower Note, the Third Borrower Note, the Fourth Borrower Note, the Fifth Borrower Note and the Sixth Borrower Note. The First Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of Second Borrower, Third Borrower, Fourth Borrower, Fifth Borrower or Sixth Borrower to First Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the First Borrower Guaranty;

(b) Second Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Second Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the First Borrower Note, the Third Borrower Note, the Fourth Borrower Note, the Fifth Borrower Note and the Sixth Borrower Note. The Second Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of First Borrower, Third Borrower, Fourth Borrower, Fifth Borrower or Sixth Borrower to Second Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Second Borrower Guaranty;

(c) Third Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Third Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the First Borrower Note, the Second Borrower Note, the Fourth Borrower Note, the Fifth Borrower Note and the Sixth Borrower Note. The Third Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of First Borrower, Second Borrower, Fourth Borrower, Fifth Borrower or Sixth Borrower to Third Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Third Borrower Guaranty;

(d) Fourth Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Fourth Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the First Borrower Note, the Second Borrower Note, the Third Borrower Note, the Fifth Borrower Note and the Sixth Borrower Note. The Fourth Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of First Borrower, Second Borrower, Third Borrower, Fifth Borrower or Sixth Borrower to Fourth Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Fourth Borrower Guaranty;

(e) Fifth Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Fifth Borrower Guaranty") the payment when due, by

stated maturity, acceleration or otherwise, of the First Borrower Note, the Second Borrower Note, the Third Borrower Note, the Fourth Borrower Note and the Sixth Borrower Note. The Fifth Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of First Borrower, Second Borrower, Third Borrower, Fourth Borrower or Sixth Borrower to Fifth Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Fifth Borrower Guaranty; and

(f) Sixth Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Sixth Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the First Borrower Note, the Second Borrower Note, the Third Borrower Note, the Fourth Borrower Note and the Fifth Borrower Note. The Sixth Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of First Borrower, Second Borrower, Third Borrower, Fourth Borrower or Fifth Borrower to Sixth Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Sixth Borrower Guaranty,

2. **Cross-Default and Cross-Collateralization.** The First Borrower Loan Documents, the Second Borrower Loan Documents, the Third Borrower Loan Documents, the Fourth Borrower Loan Documents, the Fifth Borrower Loan Documents and the Sixth Borrower Loan Documents are hereby amended and modified (such amendment and modification, a "Cross-Collateralization") as follows:

(a) an Event of Default under the First Borrower Note, the First Borrower Security Instrument or any of the First Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the Second Borrower Note, the Second Borrower Security Instrument, the Second Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument, the Third Borrower Loan Documents, the Fourth Borrower Note, the Fourth Borrower Security Instrument, the Fourth Borrower Loan Documents, the Fifth Borrower Note, the Fifth Borrower Security Instruments, the Fifth Borrower Loan Documents, the Sixth Borrower Note, the Sixth Borrower Security Instrument and the Sixth Borrower Loan Documents (as the term "Event of Default" is defined therein);

(b) an Event of Default under the Second Borrower Note, the Second Borrower Security Instrument or any of the Second Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the First Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument, the Third Borrower Loan Documents, the Fourth Borrower Note, the Fourth Borrower Security Instrument, the Fourth Borrower Loan Documents, the Fifth Borrower Note, the Fifth Borrower Security Instruments, the Fifth Borrower Loan Documents, the Sixth Borrower Note, the Sixth Borrower Security Instrument and the Sixth Borrower Loan Documents (as the term "Event of Default" is defined therein);

(c) an Event of Default under the Third Borrower Note, the Third Borrower Security Instrument or any of the Third Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the First Borrower Loan Documents, the Second Borrower Note, the Second Borrower Security Instrument, the Second Borrower Loan Documents, the Fourth Borrower Note, the Fourth Borrower Security Instrument, the Fourth Borrower Loan Documents, the Fifth Borrower Note, the Fifth Borrower Security Instruments, the Fifth Borrower Loan Documents, the Sixth Borrower Note, the Sixth Borrower Security Instrument and the Sixth Borrower Loan Documents (as the term "Event of Default" is defined therein);

(d) an Event of Default under the Fourth Borrower Note, the Fourth Borrower Security Instrument or any of the Fourth Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the First Borrower Loan Documents, the Second Borrower Note, the Second Borrower Security Instrument, the Second Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument, the Third Borrower Loan Documents, the Fifth Borrower Note, the Fifth Borrower Security Instruments, the Fifth Borrower Loan Documents, the Sixth Borrower Note, the Sixth Borrower Security Instrument and the Sixth Borrower Loan Documents (as the term "Event of Default" is defined therein);

(e) an Event of Default under the Fifth Borrower Note, the Fifth Borrower Security Instrument or any of the Fifth Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the First Borrower Loan Documents, the Second Borrower Note, the Second Borrower Security Instrument, the Second Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument, the Third Borrower Loan Documents, the Fourth Borrower Note, the Fourth Borrower Security Instrument, the Fourth Borrower Loan Documents, the Sixth Borrower Note, the Sixth Borrower Security Instrument and the Sixth Borrower Loan Documents (as the term "Event of Default" is defined therein);

(f) an Event of Default under the Sixth Borrower Note, the Sixth Borrower Security Instrument or any of the Sixth Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the First Borrower Loan Documents, the Second Borrower Note, the Second Borrower Security Instrument, the Second Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument, the Third Borrower Loan Documents, the Fourth Borrower Note, the Fourth Borrower Security Instrument, the Fourth Borrower Loan Documents, the Fifth Borrower Note, the Fifth Borrower Security Instrument and the Fifth Borrower Loan Documents (as the term "Event of Default" is defined therein);

(g) the First Borrower Security Instrument and all of the First Borrower Loan Documents securing or guaranteeing the First Borrower Note and the obligations of First

Borrower under the First Borrower Loan Documents (collectively, the "First Borrower Security Documents") also shall secure and guaranty the First Borrower Guaranty;

(h) the Second Borrower Security Instrument and all of the Second Borrower Loan Documents securing or guaranteeing the Second Borrower Note and the obligations of Second Borrower under the Second Borrower Loan Documents (collectively, the "Second Borrower Security Documents") also shall secure and guaranty the Second Borrower Guaranty;

(i) the Third Borrower Security Instrument and all of the Third Borrower Loan Documents securing or guaranteeing the Third Borrower Note and the obligations of Third Borrower under the Third Borrower Loan Documents (collectively, the "Third Borrower Security Documents") also shall secure and guaranty the Third Borrower Guaranty;

(j) the Fourth Borrower Security Instrument and all of the Fourth Borrower Loan Documents securing or guaranteeing the Fourth Borrower Note and the obligations of Fourth Borrower under the Fourth Borrower Loan Documents (collectively, the "Fourth Borrower Security Documents") also shall secure and guaranty the Fourth Borrower Guaranty;

(k) the Fifth Borrower Security Instrument and all of the Fifth Borrower Loan Documents securing or guaranteeing the Fifth Borrower Note and the obligations of Fifth Borrower under the Fifth Borrower Loan Documents (collectively, the "Fifth Borrower Security Documents") also shall secure and guaranty the Fifth Borrower Guaranty;

(l) the Sixth Borrower Security Instrument and all of the Sixth Borrower Loan Documents securing or guaranteeing the Sixth Borrower Note and the obligations of Sixth Borrower under the Sixth Borrower Loan Documents (collectively, the "Sixth Borrower Security Documents") also shall secure and guaranty the Sixth Borrower Guaranty;

(m) the aggregate principal amount secured by each of the First Borrower Security Instrument, the First Borrower Security Documents, the Second Borrower Security Instrument, the Second Borrower Security Documents, the Third Borrower Security Instrument, the Third Borrower Security Documents, the Fourth Borrower Security Instrument, the Fourth Borrower Security Documents, the Fifth Borrower Security Instrument, the Fifth Borrower Security Documents, the Sixth Borrower Security Instrument and the Sixth Borrower Security Documents shall be FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$5,614,700.00).

3. Contribution.

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

"Debtor"), then the Creditor shall be deemed to have made an Intra-Borrower Loan to the Debtor in the amount of such proceeds so applied (the "Intra-Borrower Loan Amount"). Such Intra-Borrower Loan shall be deemed to be made on a non-recourse basis and shall be repaid out of the future proceeds of the Property owned by the Debtor, together with interest thereon at a rate to be agreed upon from time to time among the Borrowers.

(b) All Intra-Borrower Loans deemed to be made under this Agreement shall be evidenced by this Agreement, shall be an obligation of the Debtor which owes such Intra-Borrower Loan solely by its execution of this Agreement and shall not be evidenced by any separate instrument. Each Borrower hereby waives presentment, notice of dishonor, protest and notice of non-payment or non-performance with respect to each Intra-Borrower Loan for which it is liable under this Agreement. Interest and principal on Intra-Borrower Loans shall be paid solely out of net proceeds from the Property owned by the Debtor and shall be subject in all cases to the terms and conditions of the Loan Documents, and the payments from such sources shall be the sole and exclusive remedy available to any Creditor. Each such payment of principal or interest on Intra-Borrower Loans shall be subordinate and subject to the prior payment of all amounts payable under the Loan Documents. To the extent such sources of payment are insufficient to pay interest and principal on any Intra-Borrower Loan, the Creditor owed such Intra-Borrower Loan shall not have any claim against the Debtor which owes such Intra-Borrower Loan for such amounts or lien on or security interest in any of the assets of such Debtor and no further or additional recourse shall be available against the Debtor. All payments pursuant to Intra-Borrower Loans shall be made on a net basis. All payments received on account of any Intra-Borrower Loan under this Agreement shall be credited first to interest, then to principal. Accrued but unpaid interest shall not be compounded.

4. **Documents to be Delivered to Lender.** On the date hereof, the Borrowing Parties shall cause to be delivered to Lender:

(a) endorsements to the title insurance policies issued at the closings of the Loans (the "Closings") insuring the liens of the First Borrower Security Instrument, the Second Borrower Security Instrument, the Third Borrower Security Instrument, the Fourth Borrower Security Instrument, the Fifth Borrower Security Instrument and the Sixth Borrower Security Instrument, which endorsements shall be in form and substance satisfactory to Lender and shall (i) provide for "tie-in" coverage under such policies up to the aggregate outstanding principal amount of the First Borrower Note, the Second Borrower Note, the Third Borrower Note, the Fourth Borrower Note, the Fifth Borrower Note and the Sixth Borrower Note, if available for title insurance policies issued in Illinois; and (ii) include "First Loss" and "Last Dollar" endorsements, if available for title insurance policies issued in the respective states where the Properties are located; and

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

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

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

(i) Lender shall have received from the applicable Borrower at least thirty (30) days' prior written notice of the date proposed for such release (the "Release Date") and the identification of the Released Property;

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

(iii) in no event would such release result in a decrease in the loan-to-value ratio of the remaining Notes to the remaining Properties;

(iv) Lender shall have received from the Borrowing Parties (A) statements of the cash flow and debt service compiled by a certified public accountant acceptable to Lender in accordance with generally accepted accounting principles consistently applied in form and substance acceptable to Lender; (B) statements of appraised value of the Properties; and (C) a certificate of the Chief Financial Officer of Borrower (or comparable individual) stating that such statements and calculations are true, correct and complete in all material respects and certifying that all conditions precedent to the release of the Released Property contained in this Section have been complied with;

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

6. **Costs and Expenses.** The Borrowing Parties, jointly and severally, shall be responsible for and shall pay, all reasonable costs and expenses incurred by Lender in connection with a Cross-Collateralization and a release of any Property from a Cross-Collateralization, including, without limitation, reasonable attorneys' fees and expenses, title insurance search fees and premiums, filing and recording fees and taxes, if any.

7. **Default.** Any default by any of the Borrowing Parties in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the First Borrower Loan Documents, the Second Borrower Loan Documents, the Third Borrower Loan Documents, the Fourth Borrower Loan Documents, the Fifth Borrower Loan Documents and the Sixth Borrower Loan Documents (as the term "Event of Default" is defined therein).

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FIRST BORROWER:

CHEHAR PETROLEUM, INC., a Missouri corporation

By: J. V. Patel
Name: Jagadish Patel
Its: President

SECOND BORROWER:

RADHEY LODGING, LLC, a Missouri limited liability company

By: J. V. Patel
Name: Jagadish Patel
Its: Sole Member

THIRD BORROWER:

KRISHNA LODGING, LLC, a Missouri limited liability company

By: J. V. Patel
Name: Jagadish Patel
Its: Manager

FOURTH BORROWER:

KESAR HOTEL MOTEL, INC., a Missouri corporation

By: J. V. Patel
Name: Jagadish Patel
Its: President

FIFTH BORROWER:

KRISHNA LODGING, LLC, a Missouri limited liability company

By: J. V. Patel
Name: Jagadish Patel
Its: Manager

SIXTH BORROWER:

KRISHNA LODGING, LLC, a Missouri limited liability company

By: J. V. Patel
Name: Jagadish Patel
Its: Manager

INDEMNITORS:

J. V. Patel
JAGADISH PATEL

DiPIKA Patel
DIPIKA PATEL

[ACKNOWLEDGMENTS]

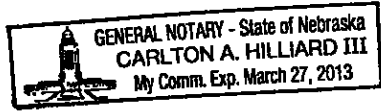
STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

On this 25th day of June, 2012, before me personally appeared JAGADISH PATEL, being duly sworn did say that he is the President of **CHEHAR PETROLEUM, INC.**, a corporation of the State of Missouri, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

CA Hilliard III

Notary Public
My term of office expires: March 27, 2013



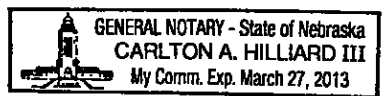
STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

On this 25th day of June, 2012, before me personally appeared JAGADISH PATEL, personally known to me, who being duly sworn did say that he is the Sole Member of **RADHEY LODGING, LLC**, a Missouri limited liability company, and that said instrument was executed on behalf of said company and is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

CA Hilliard III

Notary Public
My term of office expires: March 27, 2013



STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

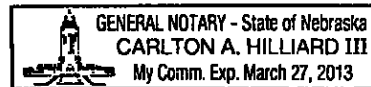
On this 25th day of June, 2012, before me personally appeared JAGADISH PATEL, personally known to me, who being duly sworn did say that he is the Manager of **KRISHNA LODGING, LLC**, a Missouri limited liability company, and that said instrument was executed on behalf of said company and is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

CA Hilliard III

Notary Public

My term of office expires: March 27, 2013



STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

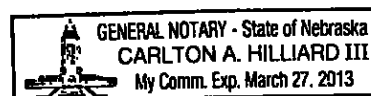
On this 25th day of June, 2012, before me personally appeared JAGADISH PATEL, personally known to me, who being duly sworn did say that he is the President of **KESAR HOTEL MOTEL, INC.**, a Missouri corporation, and that said instrument was executed on behalf of said corporation and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

CA Hilliard III

Notary Public

My term of office expires: March 27, 2013



STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

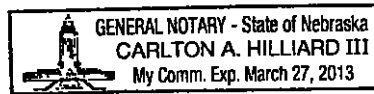
On this 25th day of June, 2012, before me personally appeared **JAGADISH K. PATEL**, known to me to be the person described in, and who executed the foregoing instrument, an acknowledgment that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

My term of office expires: March 27, 2013



STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

On this 25th day of June, 2012, before me personally appeared **DIPIKA PATEL**, known to me to be the person described in, and who executed the foregoing instrument, an acknowledgment that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

My term of office expires: March 27, 2013



EXHIBIT A

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION THIRTY-SIX (36), TOWNSHIP SIXTY-TWO (62) NORTH, RANGE THIRTY-NINE (39) WEST, HOLT COUNTY, MISSOURI, SAID POINT BEING 862.39 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 62°36'45" EAST, 177.13 FEET; THENCE NORTH 27°23'15" WEST, 300 FEET; THENCE SOUTH 62°36'45" WEST, 300 FEET; THENCE SOUTH 27°23'16" EAST, 100 FEET; THENCE SOUTH 62°36'45" WEST, 400 FEET; THENCE SOUTH 27°23'16" EAST, 323.12 FEET; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF RELOCATED ROUTE 118, ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2944.79 FEET, AND AN ARC LENGTH OF 333.22 FEET; THENCE NORTH 62°43'30" EAST, 67.14 FEET; THENCE NORTH 27°16'30" WEST, 105 FEET; THENCE NORTH 62°36'45" EAST, 122.87 FEET TO THE POINT OF BEGINNING. SUBJECT TO PUBLIC ROADS AND HIGHWAYS.

Common Address: 20717 highway 118, Mound City, Missouri

PIN: 08-7-36-00-00-17.000, 08-7-36-00-00-18.000 and 13-1-01-00-00-04.000

EXHIBIT B

LOTS 12 AND 13, IRIS CITY PLAZA SUBDIVISION TO THE CITY OF MT. PLEASANT,
HENRY COUNTY, IOWA.

Common Address: 1200 East Baker Street, Mt. Pleasant, Iowa

PIN: 083700800

EXHIBIT C

LAND SITUATED IN THE CITY OF COLUMBUS JUNCTION, COUNTY OF LOUISA, STATE OF IOWA, DESCRIBED AS FOLLOWS:

AUDITOR PARCEL "NN" (BEING A TRACT OF 1.587 ACRES) IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 75 NORTH, RANGE 4 WEST OF THE 5TH P.M., IN THE CITY OF COLUMBUS JUNCTION, LOUISA COUNTY, IOWA, AS EXEMPLIFIED BY PLAT THEREOF RECORDED IN SURVEYOR'S RECORD BOOK 14, PAGE 124, IN THE OFFICE OF THE RECORDER OF LOUISA COUNTY, IOWA, EXCEPT THE RIGHT OF WAY, LOCALLY KNOWN AS COLONEL DRIVE, DEED TO THE CITY OF COLUMBUS JUNCTION, IOWA, BY QUIT CLAIM DEEDS RECORDED ON JANUARY 18, 2006, IN BOOK 653, PAGES 119 AND 123, RESPECTIVELY, OF SAID RECORDS, SUBJECT TO EASEMENTS OF RECORD.

Common Address: 265 Colonels Drive, Columbus Junction, Iowa

Parcel Number: 0319429003

EXHIBIT D

The land referred to in this Commitment is described as follows:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 58, RANGE 35, BUCHANAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH RIGHT-OF-WAY LINE OF SUMMIT AVENUE THAT IS 1300.00 FEET NORTH AND 514.6 FEET SOUTH 89° 45' 30" EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89° 45' 30" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF SUMMIT AVENUE, 130.83 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 169 (BELT HIGHWAY); THENCE NORTH 34° 19' 00" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 23.2 FEET; THENCE NORTH 21° 36' 30" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 145.22 FEET; THENCE NORTH 89° 45' 30" WEST PARALLEL WITH THE NORTH LINE OF SUMMIT AVENUE, 157.03 FEET; THENCE SOUTH 23° 21' 00" EAST, 168.04 FEET TO THE POINT OF BEGINNING. SUBJECT TO PUBLIC ROADS AND HIGHWAYS.

Common Address: 3002 North Belt Highway, St. Joseph, Missouri

PIN: 03-8.0-34-004-000-043.001

EXHIBIT E

THE PART OF THE SW 1/4 OF SECTION 4, TOWNSHIP 77, RANGE 38, POTTAWATTAMIE COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 814.86 FEET NORTH OF AND 40 FEET WEST OF THE SE CORNER OF THE SW 1/4 OF SAID SECTION 4, THENCE NORTH 315.49 FEET ALONG A LINE 40 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SW 1/4; THENCE N 6°16'38" W, 137.18 FEET, THENCE NORTH 3°22' W 42.42 FEET; TO A POINT DESCRIBED AS BEING 1308.56 FEET NORTH OF AND 57.49 FEET WEST OF THE SE CORNER OF THE SW 1/4 OF SECTION 4; THENCE WEST 182.51 FEET, THENCE SOUTH 493.21 FEET, THENCE EAST 200 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND IN THE SW 1/4 OF SECTION 4, TOWNSHIP 77, RANGE 38, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 814.86 FEET NORTH OF AND 240 FEET WEST OF THE SE CORNER OF THE SW 1/4 OF SAID SECTION 4, THENCE WEST 652 FEET, THENCE AT AN ANGLE NORTHEASTERLY 986.25 FEET TO A POINT EXACTLY NORTH OF THE POINT OF BEGINNING 740.16 FEET, THENCE SOUTH 740.16 FEET TO THE POINT OF BEGINNING. THAT THE INTERSECTING POINT OF THE ANGLE HEREINBEFORE DESCRIBED IS FULLY INTENDED TO DIRECTLY TIE IN WITH THE NOW EXISTING NW CORNER OF WALTER DEVELOPMENT CORPORATION.

Common Address: 1614 Antique City Drive, Walnut, Iowa

PIN: 47-70-90-13839-3 and 47-70-90-13839-4

EXHIBIT F

A trapezoidal tract of land lying in the Northwest Quarter of the Northwest Quarter of Section 30, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska, lying within the closed course more particularly described as follows: Commencing at the north sixteenth corner of the Northwest Quarter of said Section 30, and proceeding N89°54' W, 248.5 feet along the section line; thence S00°06' W 233.0 feet to the point of beginning; thence S00°06' W 200.0 feet; thence N89°54' W 346.6 feet to the east right-of-way line of U.S. Highway 83; thence N26°31' W 223.7 feet along the east right-of-way line of said highway; thence S89°54' E 446.8 feet to the point of beginning, EXCEPT that portion of said tract heretofore conveyed to the City of McCook as a street more particularly described as follows: Commencing at the north sixteenth corner of the Northwest Quarter of said Section 30, and proceeding N89°54' W 248.5 feet along the section line; thence S00°06' W 406.0 feet to the point of beginning; thence S00°06' W 60 feet; thence N89°54' W 346.6 feet to the east right-of-way line of U.S. Highway No. 83; thence N26°31' W 67.1 feet to a point; thence S89°54' E 376.7 feet to the point of beginning.

Common Address: 901 North Highway 83, McCook, Nebraska

PIN: 001230100