4

INSTRUMENT PREPARED BY: LANCE JOHNSON MARTIN & KARCAZES, LTD. 161 N. Clark Street - Suite 550 Chicago, Illinois 60601

MAIL TO: ALLEGIANCE COMMUNITY BANK 8001 W. 183rd Street Tinley Park, Illinois 60477 2007 099790

STATE OF INDIANA
LAKE COUNTY
FILEO FOR RECORD

2007 DEC 21 AM 9: 06
MICHAEL A. BROWN
RECORDER

LEASE SUBORDINATION AGREEMENT

WHEREAS, MK PARTNERSHIP LLC, an Indiana limited liability company, and SHREE JEE CORPORATION, an Indiana corporation, (hereinafter collectively called "Borrower") seek to borrow the principal sum of \$1,277,500.00 from ALLEGIANCE COMMUNITY BANK (hereinafter called "Lender") and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make said loan, Borrower wishes to secure this loan with a first mortgage in favor of the Lender upon the real estate commonly known as 6161 CLEVELAND STREET, MERRILLVILLE, INDIANA, and legally described on Exhibit "A" attached hereto (hereinafter called the "Property");

WHEREAS, MK PARTNERSHIP LLC, (hereinafter also called "Tenant") holds a leasehold interest upon the Property pursuant to a written lease dated OCTOBER 15, 2007 (hereinafter called "Lease");

WHEREAS Lender requires Tenant to subordinate its respective leasehold interest in the Property by virtue of the Lease in favor of the Lender's first mortgage dated DECEMBER 11, 2007 (the "Mortgage"), which secures a note in the original principal amount of \$1,277,500.00 (the "Note");

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. Tenant acknowledges that its leasehold interest in the Property shall be subordinate to the Mortgage interest of Lender given to secure the Note and any other obligations secured thereby, present or future, which mortgage and security interest are evidenced by the Mortgage.
- 2. Tenant further acknowledges that its leasehold interest shall remain subordinate to the Mortgage interest of the Lender as long as the Note, or any other sums advanced by lender and secured by the Mortgage remain unpaid.

927-7168 TICOR TITLE INSURANCE #17 CV

- 3. Tenant shall not prepay rent to SHREE JEE CORPORATION (the "Landlord"), without the written consent of Lender.
- 4. In the event Lender shall foreclose its Mortgage upon the Property and title shall be transferred to Lender, its successors or assigns, Lender, its successors or assigns, shall not be liable to Tenant for any security deposit paid to Landlord under the terms of the Lease.
- 5. At Lender's sole discretion, the Lender shall have the right to foreclose the Tenant's interests under the Lease through a foreclosure proceeding; however, the Lender is not required to do such but shall have the right to so act if it deems it appropriate without any recourse from the Landlord and/or Tenant.
- 6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
 - 7. This Agreement shall be construed according to the laws of the State of Illinois.
 - 8. This Agreement may be signed in counterpart.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 11th day of DECEMBER, 2007.

ALLEGIANCE COMMUNITY BANK

OFFIC MK PARTNERSHIP LLC, an

This Document is Indiana limited liability company
the Lake County Recorder
By:

Kishor Patel, Manager

SHREE JEE CORPORATION, an
Indiana corporation

By:

Vinod Parikh, President

Kishor Patel, Secretary

State of Illinois)
) ss.
County of <u>Cod</u>) ss.
The undersigned, a Notary Public in and for said county, in the aforesaid State, doe hereby certify that MARILYN CARCESSON, known to me to be the same person whose name is subscribed to the foregoing instrument as
of ALLEGIANCE COMMUNITY BANK, appeared before me this
day in person and acknowledged that he/she signed and delivered the said instrument as his/he
own free and voluntary act, and as the free and voluntary act of said company, and for the use
and purposes therein set forth.
Dated: December 11, 2007
State of) County of) State of) County of) Ss
MY COMMISSION EXPIRES JUNE 2, 2008
The undersigned, a Notary Public in and for said county, in the aforesaid State, doe
hereby certify that VINOD PARIKH and KISHOR PATEL, known to me to be the same person
whose names are subscribed to the foregoing instrument as President and Secretary of SHREI
JEE CORPORATION, appeared before me this day in person and acknowledged that they signed
and delivered the said instrument as their own free and voluntary act, and as the free and
voluntary act of said company, and for the uses and purposes therein set forth.
voluntary act of said company, and for the ases and purposes therein set forth.
Dated: December 11, 2007
Shill Market
Notary Public
State of // PHILIP J. IGNARSKI Lake County
State of
The undersigned, a Notary Public in and for said county, in the aforesaid State, doe
hereby certify that KISHOR PATEL and VINOD PARIKH, known to me to be the same person
whose names are subscribed to the foregoing instrument as Manager and Assistant Manager o
MK PARTNERSHIP LLC, appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and voluntary act, and as the free and
voluntary act of said company, and for the uses and purposes therein set forth.
Dated: December 11, 2007
Notary Public

3

PHILIP J. IGNARSKI Lake County My Commission Expires July 5, 2014

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Chris Burk No: 920077168

LEGAL DESCRIPTION

Parcel 1:

Part of the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 4; thence North along the East line of the Northeast 1/4 of the Northeast 1/4 of Section 4, a distance of 155.54 feet; thence West with an interior angle of 90 degrees, a distance of 500 feet; thence South parallel to and 500 feet West of the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 4, a distance of 150.12 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 4; thence East along the South line of the Northeast 1/4 of Section 4, a distance of 500.03 feet to the place of beginning.

Parcel 2:

Part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at a point in the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 8, and 333 feet West of the Northeast corner thereof; thence South 26 degrees 45 minutes West, 603,09 feet; thence South 52 degrees 06 minutes West, 50 feet; thence North 63 degrees 15 minutes West 405 feet more or less to the Easterly right-of-way line of state Road #55 and the point of beginning; thence South 63 degrees 15 minutes East, 405 feet more or less to the last described point; thence North 52 degrees 06 minutes East, 50 feet; thence North 26 degrees 45 minutes East, 357.09 feet; thence North 63 degrees 15 minutes West 405 feet, more or less to the Easterly right-of-way line of State Road #55 to the point of beginning.

