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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 DEC 15 AM 8:43

When Recorded Return To:

2011 072523

Regional Development Company  
Attn: Niccole Zell  
1757 Thornapple Circle  
Valparaiso, IN 46385

MICHAEL J. WILMAN  
RECORDER

Name: JADCO, Ltd.  
Loan No.: 7345264000

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### SUBORDINATION AGREEMENT

THIS AGREEMENT is dated for reference November 14, 2011, and is between JRA Properties, Inc., owner(s) of the land described in the Mortgage referenced below ("Owner"), First Financial Bank ("Lender") and the SMALL BUSINESS ADMINISTRATION, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, in the District of Columbia, and a Commercial Loan Servicing Center at 801 R Street, Suite 101, Fresno, California 93721 (hereinafter called "SBA").

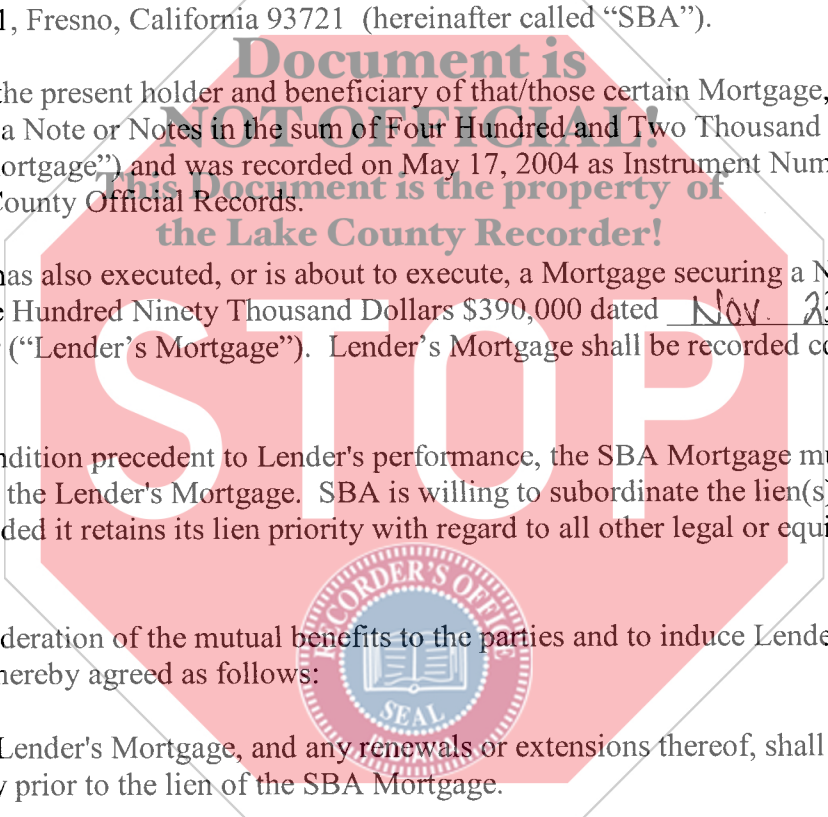
SBA is the present holder and beneficiary of that/those certain Mortgage, dated May 10, 2004, to secure a Note or Notes in the sum of Four Hundred and Two Thousand Dollars (\$402,000) ("Mortgage") and was recorded on May 17, 2004 as Instrument Number(s) 2004 040169, Lake County Official Records.

Owner has also executed, or is about to execute, a Mortgage securing a Note in a sum not to exceed Three Hundred Ninety Thousand Dollars \$390,000 dated Nov. 23<sup>rd</sup>, 2011, in favor of Lender ("Lender's Mortgage"). Lender's Mortgage shall be recorded concurrently herewith.

As a condition precedent to Lender's performance, the SBA Mortgage must be subordinated to the Lender's Mortgage. SBA is willing to subordinate the lien(s) of the SBA Mortgage provided it retains its lien priority with regard to all other legal or equitable interests in the property.

In consideration of the mutual benefits to the parties and to induce Lender to make a loan to Owner, it is hereby agreed as follows:

- (1) Lender's Mortgage, and any renewals or extensions thereof, shall be a lien on the property prior to the lien of the SBA Mortgage.
- (2) Lender would not make its loan without this Subordination Agreement.
- (3) Except as expressly provided herein, this agreement shall not operate or be



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construed to alter the priority of the SBA Mortgage with regard to any legal or equitable interest in the property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.

(4) All proceeds of Lender's loan, if a refinance, shall be applied to satisfy debt secured by a lien(s) presently superior to the lien of the SBA Mortgage plus customary closing costs. Any other use of proceeds not described herein shall void this agreement.

(5) This Subordination Agreement is void if not duly executed by Owner, Lender, SBA, the SBA Borrower(s) and all Guarantors of the SBA loan.

(6) Compliance with 504 Loan Program Requirements. Lender confirms that the note evidencing the Lender Loan, any lien instruments securing the Lender Loan, and all other documents executed in connection with the Lender Loan ("Lender's Loan Documents") (a) have no open-ended features and allow reasonable future advances only for the costs of collection the obligor is liable for under the Lender's Loan Documents, maintaining collateral, and/or protecting the lien(s) securing the Lender Loan, (b) are not cross-collateralized with any other financing now or hereafter to be provided by Lender, (c) have no early call features, (d) are not payable on demand unless the Lender Loan is in default, (e) have a term that at least equals, and do not require a balloon payment prior to, the term of the previous Third Party Lender Loan unless SBA has approved a shorter term, (f) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA and in effect as of the date of this Agreement, and (g) do not establish a preference in favor of Lender, as compared to CDC and SBA, related to making, servicing, or liquidating the Lender Loan (including but not limited to, with respect to repayment, collateral, guarantees, control, maintenance of a compensating balance, purchase of a certificate of deposit, or acceptance of a separate or companion loan) other than Lender's senior lien position(s) on the Collateral. Lender agrees that if Lender's Loan Documents or any provision therein does not comply with these requirements, then Lender waives its right to enforce any such non-complying document or provision unless Lender has obtained the prior written consent of CDC and/or SBA permitting such enforcement.

(7) Subordination of Default Charges. "Default Charges" mean any prepayment penalties, fees, or charges incurred in prepaying the Lender Loan, in whole or in part, prior to the stated maturity; any late fees or charges due in connection with the Lender Loan; any escalated, increased, or default interest charged in excess of the rate of interest in Lender's note absent a default, event of default, or other delinquency; and any other default charges, penalties, or fees of any nature whatsoever due because of a default, event of default, or other delinquency in connection with the Lender Loan. Lender hereby subordinates the collection of any Default Charges to the collection by CDC and/or SBA of the 504 Loan and, to the extent that Lender's Loan Documents secure any Default Charges, Lender hereby subordinates such lien(s) to the lien(s) securing the 504 Loan.

(8) Notice of Default Under the Lender Loan. If any default, event of default or delinquency, upon which Lender intends to take action, occurs under the Lender's Loan Documents, then Lender agrees to give CDC and SBA written notice of such default, event of default or delinquency and the opportunity to cure the default, event of default, or delinquency and bring the Lender Loan current or to purchase Lender's note, provided that the amount to bring the Lender Loan current or to purchase Lender's note will be net of all amounts attributable to Default Charges. Lender further agrees that if Lender receives from CDC or SBA any amounts attributable to Default Charges, then Lender will immediately remit such amounts to SBA. Notice hereunder must be given within thirty (30) days after the default, event of default or delinquency upon which Lender intends to take action and at least sixty (60) days prior to the date of any proposed sale of Collateral and Lender will not sell all or any portion of the Collateral without giving CDC and the SBA such notice. A default in the obligation secured by the Lender's Mortgage may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds, or a United States Treasury check, at the option of the SBA. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to Regional Development Company (CDC) at 5997 Carlson Ave., Suite B, Portage, IN 46368, Attention: Servicing, and also to the SBA at 801 R Street, Suite 101, Fresno, California 93721.

(9) Collection and Liquidation. In the event that either the Lender Loan or the 504 Loan is declared in default; Lender, CDC and SBA agree to cooperate in liquidating and/or selling the Collateral. Lender agrees (a) to accept cash, certified funds or a U.S. Treasury check(s) in connection with any purchase of Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Lender Loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Lender; and (d) to provide any other information about Borrower or the Lender Loan requested by CDC and/or SBA in writing.

(10) No Implied Third Party Beneficiaries. Except to the extent stated in this Agreement, this Agreement does not modify or affect otherwise any other agreement that either party may have with third parties, including but not limited to, Borrower. This Agreement also does not grant any right, benefit, priority, or interest to any third parties, including but not limited to, Borrower.

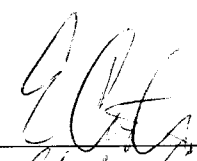
(11) Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their respective heirs, successors and assigns, including any party acquiring the Lender Loan or Lender's Loan Documents by sale, assignment, or other transfer.

(12) Federal Law. When SBA is the holder of the note evidencing the 504 Loan, this Agreement and all documents evidencing or securing the 504 Loan will be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes

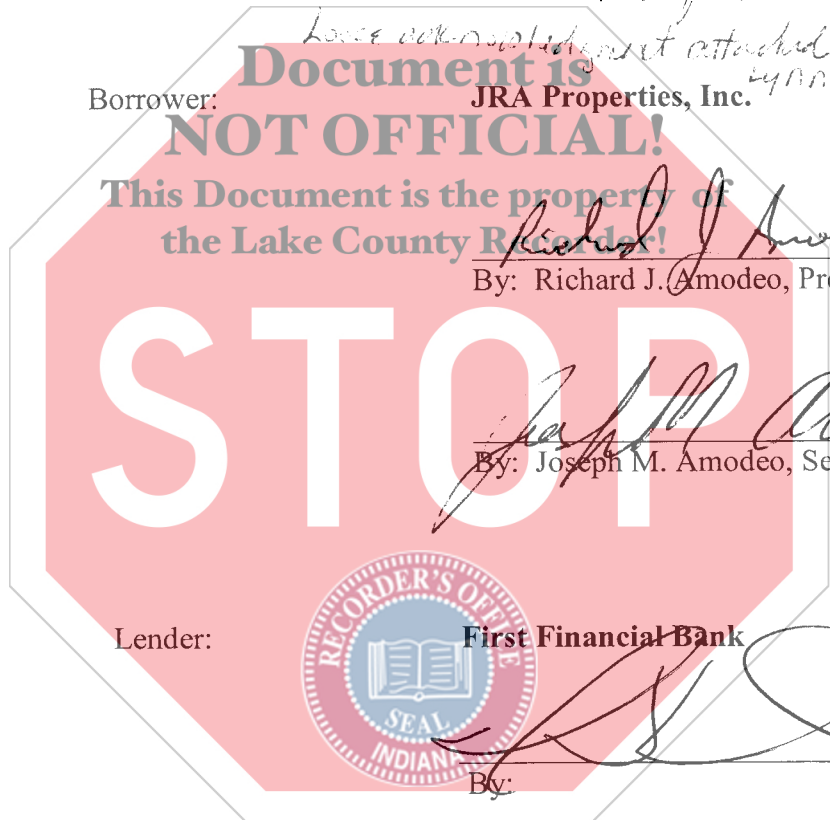
such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or guarantor of the 504 Loan may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

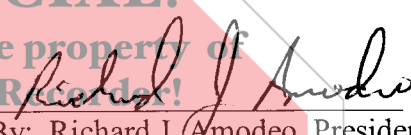
(13) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

U.S. SMALL BUSINESS ADMINISTRATION

By:   
Eileen Costello  
UBA Sup. Team Specialist

Borrower: JRA Properties, Inc.  
*Loan consolidation attached By K... name  
by no means all notary public*



  
By: Richard J. Amodeo, President

  
By: Joseph M. Amodeo, Secretary

Lender: First Financial Bank

By: 

State of Indiana )  
 )  
County of Lake ) SS:

On 12-8-11 before me, Julie VanVolkenburgh, a Notary Public, personally appeared Michael S. Schneider on behalf of First Financial Bank, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Julie VanVolkenburgh  
Notary Public

My commission expires: 9-15-2013  
County of residence: Lake

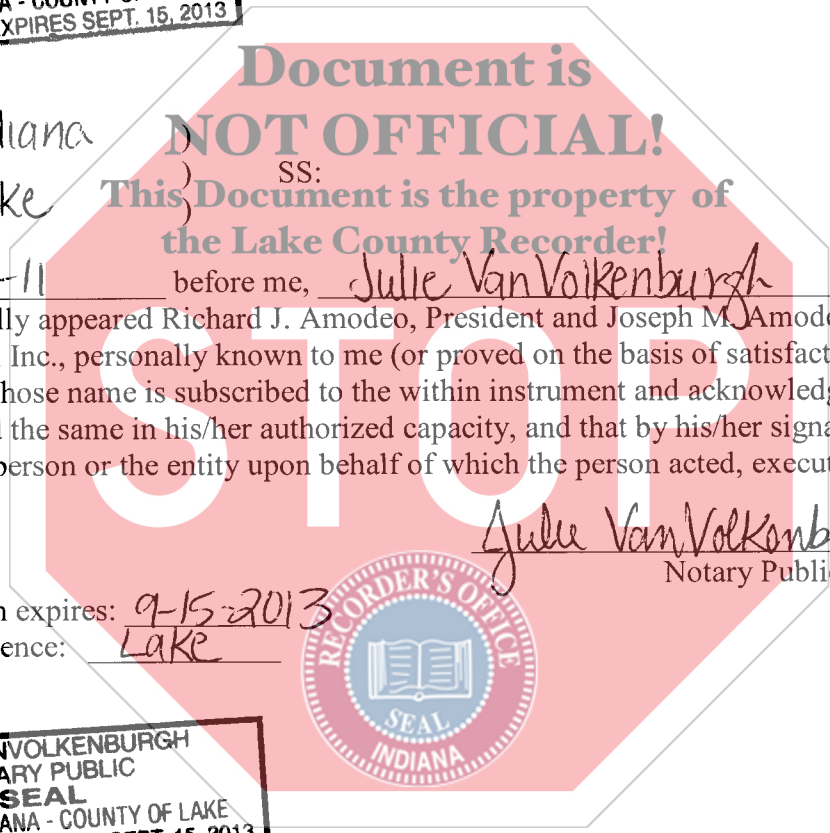
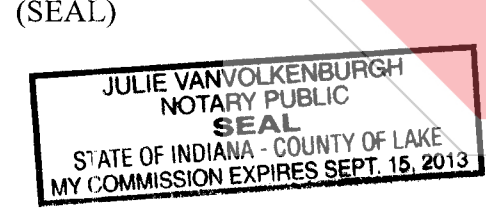


State of Indiana )  
 )  
County of Lake ) SS:

On 11-23-11 before me, Julie VanVolkenburgh, a Notary Public, personally appeared Richard J. Amodeo, President and Joseph M. Amodeo, Secretary of JRA Properties, Inc., personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Julie VanVolkenburgh  
Notary Public

My commission expires: 9-15-2013  
County of residence: Lake



The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

**JADCO, Ltd.**

Richard J. Amodeo  
Richard J. Amodeo, President

Cathleen A. Amodeo  
Cathleen A. Amodeo, Secretary

**Joseph M. Amodeo**

Joseph M. Amodeo  
Joseph M. Amodeo, Individual

**Richard J. Amodeo**

Richard J. Amodeo  
Richard M. Amodeo, Individual



State of Indiana )  
 ) SS:  
County of Lake )

On Nov. 23rd, 11 before me, Julie Van Volkenburgh, a Notary Public, personally appeared Richard J. Amodeo, Joseph M. Amodeo and Cathleen A. Amodeo, Individuals, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Julie Van Volkenburgh  
Notary Public

My commission expires: 9-15-2013  
County of residence: Lake  
(SEAL)

JULIE VANVOLKENBURGH  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA - COUNTY OF LAKE  
MY COMMISSION EXPIRES SEPT. 15, 2013

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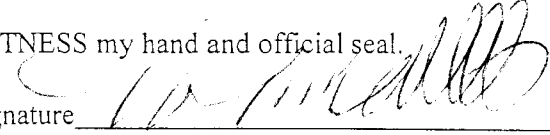
I affirm under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Nicole Zell

State of California  
County of Fresno

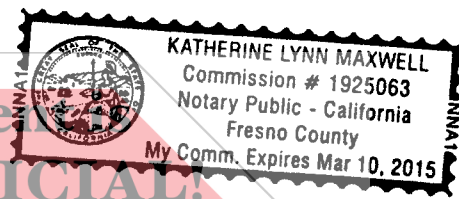
On 7/15/2011 before me, Katherine Lynn Maxwell, a Notary Public, personally appeared Glenn BASTRE, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s) acted, executed the he instrument.

I certify under PENALTY OF PERJURY under the laws of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Jacko LTD  
734 526 4000



**SUBORDINATION  
AGREEMENT**

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