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THIRD PARTY LENDER AGREEMENT
Title of Document

Document Number

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Cook County Recorder of Deeds
Date: 07/14/2010 09:22 AM Pg: 1 of 9

Property of Cook County Clerk's Office

Recording Area

Name and Return Address
Wisconsin Business Development Finance Corporation
Attn: Kristy
P.O. Box 2717
Madison, WI 53701-2717

27-15-400-010-0000 and 27-15-400-011-0000
Parcel Identification Number (PIN)

S yes
P 9
S ✓
M No
SC yes
E yes
INT ✓

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THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT (Agreement) is dated this 25TH day of JUNE 2010, by and between Harris, N.A. (Third Party Lender) having a mailing address of 111 W. Monroe Street, Chicago, IL 60603, and Wisconsin Business Development Finance Corporation, (CDC) having a mailing address of P.O. Box 2717, Madison, WI 53701-2717.

RECITALS

1. As described in the "Authorization for Debenture Guarantee (SBA 504 Loan)," as amended (Authorization), and as detailed below, the Third Party Lender will provide term financing (Third Party Loan), and the CDC will provide a loan (the 504 Loan) funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration (SBA), to Borrower and Operating Company, if any, identified below (collectively, Borrower) for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and personal property described below, and in Exhibit A attached hereto and incorporated herein by reference (Project Property):

SBA Loan #: 34328650-10

SBA Loan Name: Just Short Inc.

Borrower: Just Short, Inc.

Operating Company (if any): N/A

Third Party Loan Amount: \$1,000,000.00

Term of Third Party Loan: At least 10 years

If Real Property -- Project Property Address:

Street address: 9130 W. 159th Street ✓

City, State, Zip code: Orland Park, IL 60462 ✓

Attach Legal description as Exhibit A ✓

If Personal Property: All goods, equipment, and fixtures, now owned or hereafter acquired by Borrower or Operating Company and all software used therein, all additions and accessions thereto, all spare and repair parts, special tools, equipment and replacements with respect thereto and all products and proceeds of the foregoing, wherever located.

2. The parties have required the Borrower and Operating Company to grant liens or security interests in the Project Property to secure the separate loans advanced by the parties (Common Collateral), and the lien or security interest held by CDC (CDC Lien) will be junior and subordinate to the lien or security interest held by the Third Party Lender (Third Party Lender Lien), unless CDC and SBA agree otherwise in writing.

TERMS AND CONDITIONS

In consideration of the above factual recitals, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amount of Third Party Loan. The Third Party Lender represents that the Third Party Loan is fully advanced and does not and will not exceed the amount allowed in the Authorization. The Third Party Lender has previously recorded one mortgage to secure both the Third Party Lender Loan and an interim lender loan. The mortgage is in the total amount of \$1,710,000.00. Upon funding of the 504 Loan, the Third

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Party Lender agrees that the mortgage shall be limited to the Third Party Lender Loan Amount (as defined herein), plus interest and costs of collection in the event of a default.

2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate position in the Common Collateral upon the condition that Third Party Lender executes this Agreement and makes the Third Party Loan.

3. Accurate Information. The Third Party Lender warrants and represents that all information provided to CDC, including, without limitation, all information regarding the Borrower's and Operating Company's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of the SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered a false statement to the SBA, and that CDC and the SBA are relying upon the information submitted by the Third Party Lender.

4. Waiver of Provision Not to Encumber Common Collateral. If any of the Third Party Lender's documents evidencing the Third Party Loan and/or Third Party Lender Lien contain provisions that prohibit further encumbrances on the Common Collateral or subordinate debt by the Borrower or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral, then Third Party Lender waives its right to enforce such provisions as they may apply to the 504 Loan and the CDC Lien.

5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program requirements as established by the SBA and including those identified in the following subparagraphs, and in the event that it is determined that one or more of the provisions in such documents do not comply with any of these 504 Loan Program requirements, Third Party Lender agrees to waive the right to enforce all such provisions.

a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the project, the Third Party Lender may not make future advances under the Third Party Loan except expenditures to collect the amounts due the Third Party Loan notes, maintain collateral and protect the Third Party Lender's lien position on the Third Party Loan.

b. No Early Call or Demand Provisions. Third Party Lender agrees that Third Party Loan documents must not contain any early call feature or permit the Lender to make demand prior to maturity unless the loan is in default.

c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral is not now, and will not be in the future, security for any other financing provided by Third Party Lender to Borrower or Operating Company other than the Third Party Loan in a superior position to that of the CDC lien unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the Third Party Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand prior to maturity unless the loan is in default.

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e. Maturity and Balloon Payments. The Third Party Loan has a term of at least 7 years when the 504 loan is for a term of 10 years and 10 years when the 504 loan is for 20 years. If there is more than one Third Party Loan, an overall loan maturity must be calculated, taking into account the maturities and amounts of each loan. If there is a balloon payment, it must be clearly identified in the Authorization.

f. Reasonable Interest Rate. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.

6. No Preference. No Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA. See 13 C.F.R. §120.10 for a definition of preference.

7. Notice of Default under the Third Party Loan. In the event of a default under the Third Party Loan or Third Party Lien, Third Party Lender must give CDC and SBA written notice, referencing the loan number for the 504 loan, of such default within thirty (30) days of the event of default and at least sixty (60) days prior to Third Party Lender's foreclosure upon the Common Collateral.

8. Certification as to Default Interest Rate as Against Borrower. Third Party Lender may not escalate the rate of interest upon default to a rate greater than the maximum rate published by SBA in the Federal Register from commercial financial institutions in effect as of the date of this Agreement. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

9. Subordination to 504 Loan and CDC Lien, of Amounts Attributable to Default Provisions.

a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and in no event shall be applicable to Borrower or any guarantor of the Third Party Loan.

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC/SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party loan current, Default Charges on the Third Party Loan may remain due and owing from the Borrower.

Paragraph 10 is optional and is applicable only if marked

X 10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the

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Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party 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 Third Party 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 Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.

12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, Office of Thrift Supervision, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supercede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower and Guarantor(s).

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to the SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments 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, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not 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.

16. Termination: This document will be released and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.

17. 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.

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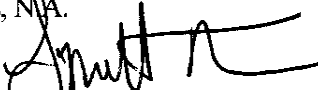
18. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.

19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

20. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

21. Other Certifications Required by CDC. Third Party Lender waives, as to the CDC/SBA, any sums advanced in excess of those sums recognized as superior to the SBA in the SBA Authorization, its rights under a lien perfected by all filed financing statements, including those filed in the office of the Illinois Secretary of State, or recorded by the Cook County, Illinois, Recorder of Deeds, and any renewals, extensions and modifications thereof, to priority over the lien of the SBA (assigned from CC) perfected by financing statements filed in the office of the Illinois Secretary of State, or recorded by the Cook County, Illinois, Recorder of Deeds. This waiver does not affect Third Party Lender's lien priority for future advances as to other secured parties or as to collateral not subject to the SBA lien.

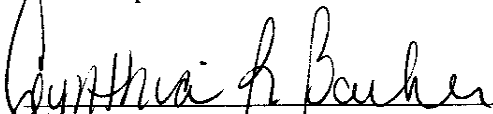
LENDER:
Harris, N.A.

By: 
Print Name: LYNETTE MUNN
Title: Commercial Banking Officer

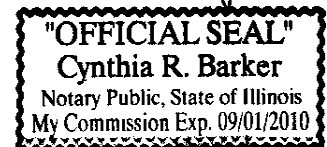
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

Personally came before me this 25th day of June 2010, the above-named LYNETTE MUNN to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Illinois
Cynthia R. Barker
(Print or type name of Notary Public)
My Commission: Sept 01, 2010

(Signatures continued on next page)



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CERTIFIED DEVELOPMENT COMPANY (CDC):
WISCONSIN BUSINESS DEVELOPMENT FINANCE CORPORATION

By: *Diane Pasley*
Diane Pasley, Vice President

Attest: *Janet Vener*
Janet Vener, Assistant Secretary

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 28th day of JUNE 2010, the above-named Diane Pasley and Janet Vener, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kristen Tomashek
Notary Public
State of Wisconsin

Kristen Tomashek
Notary Public, State of Wisconsin
Kristen Tomashek
(Print or type name of Notary)
My Commission: 10/16/2011

(Signatures continue on next page)

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ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

CERTIFIED DEVELOPMENT COMPANY (CDC):
 WISCONSIN BUSINESS DEVELOPMENT FINANCE CORPORATION

By: *Diane Pasley*
 Diane Pasley, Vice President

Attest: *Janet Vener*
 Janet Vener, Assistant Secretary

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

Personally came before me this 29th day of JUNE 2010, the above-named Diane Pasley and Janet Vener, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kristen Tomashek
Notary Public
State of Wisconsin

Kristen Tomashek
 Notary Public, State of Wisconsin
Kristen Tomashek
 (Print or type name of Notary)
 My Commission: 05/16/2011

This document was drafted by:
 Laura Callan
 Solheim Billing & Grimmer, S.C.

UNOFFICIAL COPY**Exhibit A
(Legal Description)**

✓

THAT PART OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF PARK HILL DRIVE AS DEDICATED BY PARK HILL SUBDIVISION UNIT NO. 1-A AND A LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ¼; THENCE NORTH 89 DEGREES 48 MINUTES 14 SECONDS WEST, ALONG SAID LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 324.00 FEET TO THE POINT OF BEGINNING; CONTINUING NORTH 89 DEGREES 48 MINUTES 14 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 151.65 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 46 SECONDS EAST 100.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 14 SECONDS EAST, ALONG A LINE 157.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 152.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 56 SECONDS WEST 100.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Note: For informational purposes only, the land is known as:

9130 West 159th Street ✓
Orland Park, IL 60462

Tax Identification No: 27-15-400-010-0000 Vol. 0146 ✓
(Affects part of the land and other property)

Cook County Clerk's Office