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RECORDATION REQUEST BY:

Gregg G. Rotter, Esq.
Rotter & Associates, Ltd.
2 North LaSalle Street
Suite 1200
Chicago, Illinois 60602

Doc#: 1413618003 Fee: \$72.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/16/2014 08:22 AM Pg: 1 of 17

AFTER RECORDING RETURN TO:

Ridgestone Bank
13925 W. North Avenue
Brookfield, WI 53005

SBA LOAN NO. PLP 54216650-02

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT - LEASE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION OF LEASE AGREEMENT dated as of 10/31/12 is entered into between Mark W. Busse ("Borrower") and BUSSE CAR WASH, INC., an Illinois Corporation ("Lessee"), and Ridgestone Bank ("Lender").

LEASE, Lessee has executed one or more leases dated December 1, 2011 of the following described property (the "Subordinated Lease") which lease was recorded in Cook County, Illinois as follows:

MEMORANDUM OF LEASE RECORDED CONCURRENTLY HEREWITH.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property (the "Real Property") located in Cook County, Illinois. See Exhibit "A" attached hereto and incorporated herein by reference.

The Real Property or its address is commonly known as 109 & 113 E. Prospect Avenue, Mount Prospect, IL 60056.

The Tax Parcel Numbers for the Real Property are: 08-12-121-057-0000; 08-12-122-003-0000; 08-12-122-031-0000

REQUESTED FINANCIAL ACCOMMODATIONS. Borrower and Lessee each want Lender to provide financial accommodations to Borrower (the "Superior Indebtedness") in the form of (a) new credit or loan advances, (b) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (c) other benefits to Borrower. Now, therefore, Borrower and Lessee each represent and acknowledge to Lender that Lessee will benefit as a result of these financial accommodations from Lender to Borrower and Borrower and Lessee acknowledges receipt of valuable consideration for entering into this Agreement.

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LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required that its mortgage, deed of trust or other lien on the Real Property ("Lender's Lien") be and remain superior to Lessee's interest in the Subordinated Lease.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessee's right, title and interest in and to the Subordinated Lease and the Real Property is hereby subordinated in all respects to Lender's Lien and the Superior indebtedness, and it is hereby agreed that Lender's Lien shall be and remain, at all time, prior and superior to Lessee's interests in the Subordinated Lease and the Real Property. Lessee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

LESSEE'S REPRESENTATIVES AND WARRANTIES. Lessee represents and warrants to Lender that: (a) no representations or agreements of any kind have been made to Lessee, which would limit or qualify in any way the terms of this Agreement; (b) this Agreement is executed at Borrower's request and not at the request of Lender; (c) Lender has made no representation to Lessee as to the creditworthiness of Borrower; and (d) Lessee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Lessee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Lessee's risks under this Agreement and Lessee further agrees that Lender shall have no obligations to disclose to Lessee information or material acquired by Lender in the course of its relationship with Borrower.

LESSEE'S WAIVERS. Lessee waives any right to require Lender: (a) to make, extend, renew or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (c) to resort for payment or to proceed directly or at once against any person, including Borrower; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to pursue any other remedy within Lender's power; or (f) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Lessee, (a) make on or more additional secured or unsecured loans to Borrower; (b) repeatedly alter, compromise, renew, extend, accelerate or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) take and hold collateral for the payment of the Superior Indebtedness and exchange, enforce, waive and release any such collateral, with or without the substitution of new collateral; (d) release, substitute, agree not to sue or deal with any one or more of Borrower's sureties, endorsers or guarantors on any terms or manner Lender chooses; (e) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (f) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (g) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

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Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Lessee and Borrower agree upon Lender's request to submit to the jurisdiction of the Courts of Cook County, State of Illinois. Lender, Lessee and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender, Lessee or Borrower against the other. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring Lender to grant to Borrower or to Lessee any financial assistance or other accommodations, or (b) as limiting or precluding Lender from the exercise of Lender's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender, Borrower and Lessee.

Attorneys' Fees, Expenses. Lessee and Borrower agree to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement and Lessee and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Lessee and Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement and the covenants of Borrower and Lessee herein in favor of Lender shall extend to, include and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Lessee shall constitute a waiver of any of Lender's rights or of any of Lessee's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SBA Mandatory Provision. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

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- b) Secured Party 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 Debtor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Debtor, or defeat any claim of SBA with respect to the Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION AGREEMENT-LEASE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND EACH PARTY AGREES TO ITS TERMS.

BORROWER:

Mark W. Busse
Mark W. Busse, individually

LESSEE:

BUSSE CAR WASH, INC., an Illinois Corporation

BY: Mark W. Busse
Mark W. Busse, President

ATTEST:

BY: Susan L. Busse
Susan L. Busse, Secretary

LENDER:

Ridgestone Bank

By: Margaret A. Buff
Authorized Signatory

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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Tiffany Greiner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on October 31, 2012, personally appeared before me, Mark w. Busse, President of BUSSE CAR WASH, INC., an Illinois Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

OFFICIAL SEAL
TIFFANY J. GREINER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-24-16
(SEAL)

Greiner
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Tiffany Greiner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on October 31, 2012, personally appeared before me, Susan L. Busse, Secretary of BUSSE CAR WASH, INC., an Illinois Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

OFFICIAL SEAL
TIFFANY J. GREINER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-24-16
(SEAL)

Greiner
Notary Public

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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Tiffany Greiner, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that on October 31, 2012 personally appeared before me, Mark W.
Busse, personally known to me to be the same person whose name is subscribed to the foregoing instrument and
acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and as the
free and voluntary act of said entity for the uses and purposes therein set forth.

J. Greiner
Notary Public

OFFICIAL SEAL
(SEAL) **TIFFANY J. GREINER**
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-24-16

Property of Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook) SS

I, Tiffany Greiner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on October 31, 2012, personally appeared before me, Margaret Griffin AVP for Ridgestone Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he / she signed, sealed, and delivered the said instrument as his / her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

Tiffany Greiner
Notary Public

OFFICIAL SEAL
(SEAL) **TIFFANY J. GREINER**
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-24-16

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EXHIBIT A

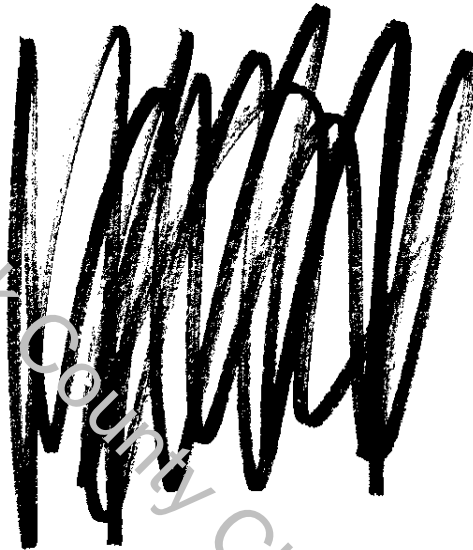
LEGAL DESCRIPTION

COMMON ADDRESS: 109 & 113 E. Prospect Avenue, Mount Prospect, IL 60056

PIN 08-12-121-057-0000; 08-12-122-003-0000; 08-12-122-031-0000

LEGAL DESCRIPTION:

SEE ATTACHED LEGAL DESCRIPTION



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CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT FOR TITLE INSURANCE
 SCHEDULE A (CONTINUED)

ORDER NO.: 1409 008879698 NSC

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4 THAT IS 379.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID EAST 1/2 ; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 A DISTANCE OF 830.15 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 181.06 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF PROSPECT AVENUE, SAID LINE BEING 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF PROSPECT AVENUE, A DISTANCE OF 58.63 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF AFORESAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 150.44 FEET; THENCE WEST 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT A DRUHOT'S RESUBDIVISION OF LOT 1 & THE NORTH 25.0 FEET OF LOT 2 IN ETHEL BUSSEE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF DRUHOT'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON NOVEMBER 4, 1977 AS DOCUMENT LR 2979357, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 (EXCEPT THE SOUTH 270 FEET THEREOF AND EXCEPT THE NORTH 25 FEET THEREOF) IN ETHEL BUSSE'S SUBDIVISION, PART OF THE EAST OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON JULY 7, 1959 AS DOCUMENT 1871841, IN COOK COUNTY, ILLINOIS.

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SUBORDINATION AGREEMENT

**Mark W. Busse, individually
INDEBTEDNESS TO
BUSSE CAR WASH, INC., an Illinois Corporation
STANDBY CREDITOR**

WHEREAS, Mark W. Busse, individually ("Borrower") is now indebted to the undersigned in the amount of \$24,459.08 and may from time to time hereafter become indebted to the undersigned in further amounts; and

WHEREAS, Borrower has requested, and may from time to time hereafter request, Ridgestone Bank (hereinafter, together with its successors and assigns, called "Lender") to make or agree to make loans, advances or other financial accommodations to Borrower.

NOW, THEREFORE, to induce Lender, from time to time, at its option, to make or agree to make loans, advances or other financial accommodations (including, without limitation, renewals, amendments, modifications or extensions of any loans or advances heretofore or hereafter made) to Borrower, and for other valuable consideration, receipt whereof is hereby acknowledged, the undersigned agrees as follows:

1. All obligations of Borrower, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent or now or hereafter existing, or due or to become due, are hereinafter called "Liabilities". All Liabilities to Lender (other than any arising solely by reason of any pledge or assignment made to Lender pursuant to paragraph 2(c) hereof) are hereinafter called "Senior Liabilities"; and all Liabilities to the undersigned (including any that may be pledged or assigned to Lender pursuant to paragraph 2(c) hereof) are hereinafter called "Junior Liabilities"; it being expressly understood and agreed that the term "Senior Liabilities", as used herein, shall include, without limitation, any and all interest accruing on any of the Senior Liabilities after the commencement of any proceedings referred to in paragraph 5 hereof, notwithstanding any provision or rule of law which might restrict the rights of Lender, as against Borrower or anyone else, to collect such interest. Copies of all instruments, agreements and documents representing the Junior Liabilities currently in existence are attached hereto as Schedule A (the "Subordinated Debt Documents").

2. The undersigned shall (a) promptly notify Lender of the creation of any Junior Liabilities and of the issuance of any promissory note or other instrument to evidence any such Junior Liabilities; (b) upon Lender's request, cause any Junior Liabilities which are not evidenced by a promissory note or other instrument of Borrower to be so evidenced; and (c) upon Lender's request, and as collateral security for all Senior Liabilities, endorse without recourse, deliver and pledge to Lender any and all promissory notes or other instruments evidencing Junior Liabilities, and assign to Lender any and all Junior Liabilities due him or her and any and all security therefor and guaranties thereof, all in a manner satisfactory to Lender. Without limitation of the foregoing, the undersigned shall deliver to Lender the original executed versions of the Subordinated Debt Documents now in existence.

3. The undersigned hereby consents to the creation and existence of the Senior Liabilities and to the granting by Borrower to Lender of security interests and liens in and to any and all property (whether real or personal) of Borrower.

4. Except as expressly allowed pursuant to this Agreement, or as Lender may hereafter otherwise expressly consent to in writing, the payment of all Junior Liabilities shall be postponed and subordinated to the payment in full of all Senior Liabilities, and no payments or other distributions whatsoever in respect of any Junior Liabilities shall be made, nor shall any property or assets of Borrower be applied to the purchase or other acquisition or retirement of any Junior Liabilities; provided, however, that, until such time as Lender shall have notified the undersigned and Borrower to the contrary or Borrower shall have defaulted in the payment when due, whether by acceleration or otherwise, of any

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amount payable in respect to the Senior Liabilities or any default or event of default (however such terms are defined) under any documents required or contemplated by that certain U.S. Small Business Administration Authorization relating to the Senior Liabilities, PLP 54216650-02 (said authorization, together with any amendments and modifications thereto shall be referred to as the "Authorization") shall occur, there are excepted from the terms of the foregoing provisions of this paragraph 4 those payments to such of the undersigned by Borrower, if any, that are listed as exceptions on Schedule B attached hereto. Until the Senior Liabilities have been paid in full, the undersigned agrees that any security interests and liens the undersigned now has or hereafter may have in any or all of the property (whether real or personal) of Borrower is and shall be subordinate to Lender's security interests and liens in such property.

5. In the event of any dissolution, winding up, liquidation, readjustment, reorganization or other similar proceedings relating to Borrower or to its property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, or any other marshaling of Borrower's assets and liabilities, or any sale of all or substantially all of Borrower's assets, or otherwise), the Senior Liabilities shall first be paid in full before the undersigned shall be entitled to receive and to retain any payment or distribution in respect of the Junior Liabilities, and, in order to implement the foregoing, (a) all payments and distributions of any kind or character in respect of the Junior Liabilities to which the undersigned would be entitled if the Junior Liabilities were not subordinated, pledged or assigned pursuant to this Agreement shall be made directly to Lender; (b) the undersigned shall promptly file a claim or claims, in the form required in such proceedings, for the full outstanding amount of the Junior Liabilities, and shall cause said claim or claims to be approved and all payments and other distributions in respect thereof to be made directly to Lender; and (c) the undersigned hereby irrevocably agrees that Lender may, at its sole discretion, in the name of the undersigned or otherwise, demand, sue for, collect, receive and give receipt for any and all such payments or distributions, and file, prove and vote or consent in any such proceedings with respect to, any and all claims of that undersigned relating to the Junior Liabilities.

6. In the event that the undersigned receives any payment or other distribution of any kind or character from Borrower or from any other source whatsoever in respect of any of the Junior Liabilities, other than as expressly permitted by the terms of this Agreement, such payment or other distribution shall be received in trust for Lender and promptly turned over by the undersigned to Lender. The undersigned shall mark the undersigned's books and records, and cause Borrower to mark its books and records, so as to clearly indicate that the Junior Liabilities are subordinated in accordance with the terms of this Agreement, and shall cause to be clearly inserted in any promissory note or other instrument which at any time evidences any of the Junior Liabilities a statement to the effect that the payment thereof is subordinated in accordance with the terms of this Agreement. The undersigned shall execute such further documents or instruments and take such further action as Lender may reasonably from time to time request to carry out the intent of this Agreement.

7. All payments and distributions received by Lender in respect of the Junior Liabilities, to the extent received in or converted into cash, may be applied by Lender first to the payment of any and all expenses (including attorneys' fees and costs) paid or incurred by Lender in enforcing this Agreement or in endeavoring to collect or realize upon any of the Junior Liabilities or any security therefor, and any balance thereof shall, solely as between the undersigned and Lender, be applied by Lender, in such order of application as Lender may from time to time select, toward the payment of the Senior Liabilities remaining unpaid; provided, however, as between Borrower and its creditors, no such payments or distributions of any kind or character shall be deemed to be payments or distributions in respect of the Senior Liabilities; and, notwithstanding any such payments or distributions received by Lender in respect of the Junior Liabilities and so applied by Lender toward the payment of the Senior Liabilities, the undersigned shall be subrogated to the then existing rights of Lender, if any, in respect of the Senior Liabilities only at such time as this Agreement shall have been discontinued and Lender shall have received payment of the full amount of the Senior Liabilities, as provided in paragraph 11 hereof.

8. The undersigned hereby waives (a) notice of acceptance by Lender of this Agreement; (b) notice of the existence or creation or non-payment of all or any of the Senior Liabilities; and (c) all

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diligence in collection or protection of or realization upon the Senior Liabilities or any thereof or any security therefor.

9. The undersigned shall not, without Lender's prior written consent, (a) cancel, waive, forgive, transfer or assign, or attempt to enforce or collect, or subordinate to any Liabilities, other than the Senior Liabilities, any Junior Liabilities or any rights in respect thereof; (b) take any collateral security for any Junior Liabilities; (c) convert any Junior Liabilities into stock of Borrower; (d) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower; (e) declare a non-monetary default (howsoever defined) under any agreement, instrument or document representing any of the Junior Liabilities, including but not limited to the Subordinated Debt Documents; or (f) amend, modify, extend, renew, supplement, replace, substitute and/or restate the Subordinated Debt Documents.

10. The undersigned represents and warrants to Lender that (a) the undersigned has all requisite power and authority to execute and deliver this Agreement to Lender; and (b) the undersigned is the sole owner of, and has not assigned, transferred or set over in whole or in part, any of the undersigned's right, title or interest and liens in any of Borrower's property (whether real or personal) securing the Junior Liabilities.

11. This Agreement shall in all respects be a continuing agreement and shall remain in full force and effect (notwithstanding, without limitation, the death or incompetency of the undersigned or that at any time or from time to time all Senior Liabilities may have been paid in full) until all such Senior Liabilities (including any and all extensions, amendments, modifications or renewals of any of the Senior Liabilities; any and all interest accruing on any of the foregoing, and any and all expenses paid or incurred by Lender in endeavoring to collect or realize upon any of the foregoing or any security therefor) shall have been paid in full.

12. Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to the undersigned, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities; (b) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Liabilities; (c) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Senior Liabilities, or release or compromise any obligation of any nature of any obligor with respect to any of the Senior Liabilities; and (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Senior Liabilities, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property.

13. Lender may, from time to time, whether before or after any discontinuance of this Agreement, without notice to the undersigned, assign or transfer any or all of the Senior Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Liabilities shall be and remain Senior Liabilities for the purposes of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Senior Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Lender; provided, however, that, unless Lender shall otherwise consent in writing, Lender shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Agreement, for the benefit of Lender, as to those of the Senior Liabilities which Lender has not assigned or transferred.

14. Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act of Borrower or the undersigned, or any noncompliance of Borrower or the undersigned with any agreement or obligation, regardless of any knowledge thereof which Lender may have or with which Lender may be charged; and no action of Lender permitted hereunder shall in any way affect or impair the rights of Lender and the obligations of the undersigned under this Agreement.

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15. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Lender except as expressly set forth in writing duly signed and delivered on behalf of Lender. For the purposes of this Agreement, Senior Liabilities shall include all obligations of Borrower to Lender, notwithstanding any right or power of Borrower or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the agreements and obligations of the undersigned hereunder.

16. This Agreement shall be binding upon the undersigned and upon the undersigned's respective heirs, legal representatives, successors and assigns; and, to the extent that Borrower is a corporation, all references herein to Borrower shall be deemed to include any successor or successors, whether immediate or remote, to such corporation. If more than one party shall execute this Agreement, the term "undersigned" as used herein shall mean all parties executing this Agreement and each of them, and all such parties shall be jointly and severally obligated hereunder.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts wholly executed and performed within the boundaries of that state. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All notices, demands, instructions and other communications required or permitted to be given to or made upon any person or entity relating to this Agreement shall be in writing personally delivered or sent by overnight courier or by facsimile machine, and shall be deemed to be given for purposes of this Agreement on the day that such writing is delivered or sent by facsimile machine or one (1) days after such notice is sent by overnight courier to the intended recipient thereof in accordance with the provisions of this paragraph. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this paragraph, notices, demands, instructions and other communications in writing shall be given to or made upon the respective signatories hereto at their respective addresses indicated for such signatories set forth below the signature lines of this Agreement.

18. THE UNDERSIGNED ACKNOWLEDGES THAT THE LOAN DOCUMENTS REQUIRED BY THE AUTHORIZATION ARE BEING SIGNED BY THE LENDER IN PARTIAL CONSIDERATION OF LENDER'S RIGHT TO ENFORCE IN THE JURISDICTION STATED BELOW THE TERMS AND PROVISION OF THIS AGREEMENT, THE AUTHORIZATION AND ALL OF THE AGREEMENTS, DOCUMENTS AND INSTRUMENTS CONTEMPLATED OR REQUIRED BY THE AUTHORIZATION. THE UNDERSIGNED CONSENTS TO JURISDICTION IN THE STATE OF ILLINOIS AND VENUE IN ANY STATE OR FEDERAL COURT IN COOK COUNTY, ILLINOIS FOR SUCH PURPOSES AND WAIVES ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE AND ANY OBJECTION THAT SAID COUNTY IS NOT CONVENIENT. THE UNDERSIGNED WAIVES ANY RIGHTS TO COMMENCE ANY ACTION AGAINST LENDER IN ANY JURISDICTION EXCEPT THE AFORESAID COUNTY AND STATE. LENDER AND THE UNDERSIGNED HEREBY EACH EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER (A) THE UNDERSIGNED AGAINST LENDER OR (B) LENDER AGAINST THE UNDERSIGNED WITH RESPECT TO ANY MATTER WHATSOEVER RELATING TO, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Agreement has been made and delivered at the office as of 10/31, 2012.

STANDBY CREDITOR

BUSSE CAR WASH, INC., an Illinois Corporation

BY: Mark W. Busse
Mark W. Busse, President

ATTEST:

BY: Susan L. Busse
Susan L. Busse, Secretary

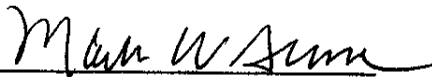
Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

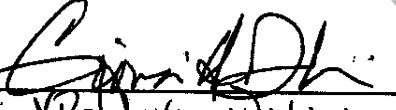
Borrower hereby acknowledges receipt of a copy of the foregoing Agreement, waives notice of acceptance thereof by Lender, and agrees to be bound by the terms and provisions thereof, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Agreement, then, at Lender's election, any and all obligations of Borrower to Lender shall immediately become due and payable and any and all agreements of Lender to make loans, advances or other financial accommodations to Borrower shall immediately terminate, notwithstanding any provisions thereof to the contrary.

Dated: 10/31, 2012


Mark W. Busse, individually

ACCEPTED in the office _____ as of the date set forth above.

Ridgestone Bank

By: 
Title: VP-Gilda M. DeLisi

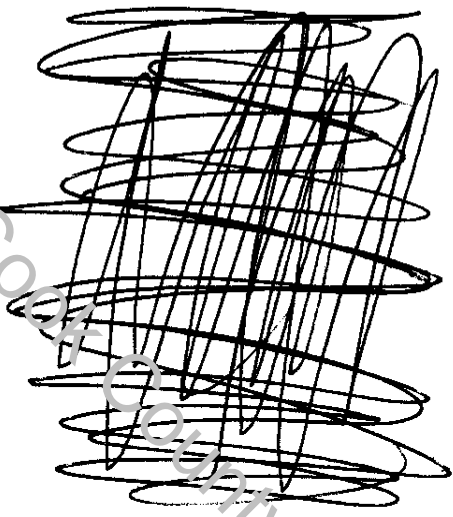
13925 W. North Avenue
Brookfield, WI 53005
Attention: _____
Phone: _____
Fax: _____

UNOFFICIAL COPY

SCHEDULE A TO SUBORDINATION AGREEMENT

Subordinated Debt Documents

Property of Cook County Clerk's Office



UNOFFICIAL COPY

SCHEDULE B TO SUBORDINATION AGREEMENT

Exceptions

NONE

Property of Cook County Clerk's Office

ACKNOWLEDGED AND AGREED:

Mark W. Busse
Mark W. Busse, individually

ACCEPTED in the office, 10/31/12 as of the date set forth above.

Ridgestone Bank

By: [Signature]
Title: _____

13925 W. North Avenue
Brookfield, WI 53005
Attention: _____
Phone: _____
Fax: _____