

prepared by/return to:
US Small Business Administration
Disaster Loan Servicing Center
2 N.20th St., Ste. 320
Birmingham, AL 35203

STATE OF ALABAMA
COUNTY OF SHELBY

EIDL 3142387808

SUBORDINATION

WHEREAS, Radhamohan, LLC, hereinafter referred to as "Borrower", is/are presently indebted to US Small Business Administration, hereinafter referred to as "SBA", as evidenced by that certain Promissory Note, executed by Borrower in favor of SBA, dated May 25, 2020, in the original principal amount of \$150,000.00 and was subsequently increased, by the First Modification of Note dated July 3, 2021, to \$500,000.00, which was subsequently increased by the Second Modification of Note dated November 13, 2021, to \$2,000,000.00; and,

WHEREAS, the said Notes are secured by, among other things, that certain Mortgage, executed by Borrower in favor of SBA, dated November 13, 2021 and recorded on December 15, 2021, as Instrument 20211215000592810, in Shelby County, Alabama and that certain Modification of Mortgage, executed by Borrower in favor of SBA, dated May 11, 2022 and recorded on May 23, 2022, as Instrument 20220523000208610, in Shelby County, Alabama; and,

WHEREAS, Borrower is desirous of obtaining an additional loan, in an amount not to exceed \$2,080,104.00, from American Commerce Bank, N.A., ISAOA/ATIMA, hereinafter referred to as "Lender", for the purpose of refinancing the first mortgage; and,

WHEREAS, Lender requires Borrower to secure said loan with a Mortgage on the real estate described in the above-referenced Mortgage, and further requests that SBA subordinate its Mortgage to that Mortgage having been taken, or to be taken, by Lender.

NOW THEREFORE, in and for good and valuable consideration, and in order to induce Lender to make said loan to Borrower, SBA does herewith subordinate its Mortgage to that Mortgage taken, or to be taken, by Lender, which secures said loan.

IT IS EXPRESSLY AGREED AND UNDERSTOOD, HOWEVER, that neither this Subordination, nor anything contained herein, shall in anywise alter or affect the validity of the Mortgage or the amendments thereto, of SBA first mentioned herein, or the lien on the real estate so subordinated herein, or any of the other collateral securing the indebtedness of Borrower to SBA.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that this Subordination is to extend only to the amount of the current loan made to Borrower, for the purpose or purposes expressly set forth herein; and will not be valid for, or extend to, any future advances by Lender to Borrower, on the Note evidencing Lender's loan. This clause, however, is NOT intended to prevent or inhibit advances by Lender, for expenses incidental to the preservation of its collateral, protection of its security interest, collection of its debt, and/or the like.

IN WITNESS WHEREOF, SBA has caused this Subordination agreement to be executed by Meredith Mooney, Supervisory General Attorney, pursuant to Delegation of Authority, No. 12-D, Revision 3, Re-delegation of Disaster Assistance, published in the Federal Register, Vol. 58, No. 206, page 57891.

Date: May 26, 2022

US Small Business Administration

SIGNED BEFORE THE FOLLOWING WITNESSES:

Karen R. Pass

Printed Name: Karen R. Pass

Laura LaFoy

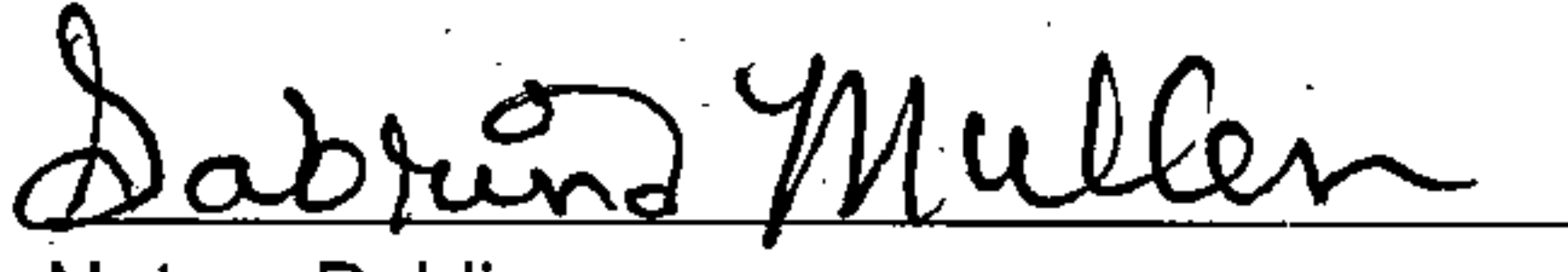
Printed Name: Laura LaFoy

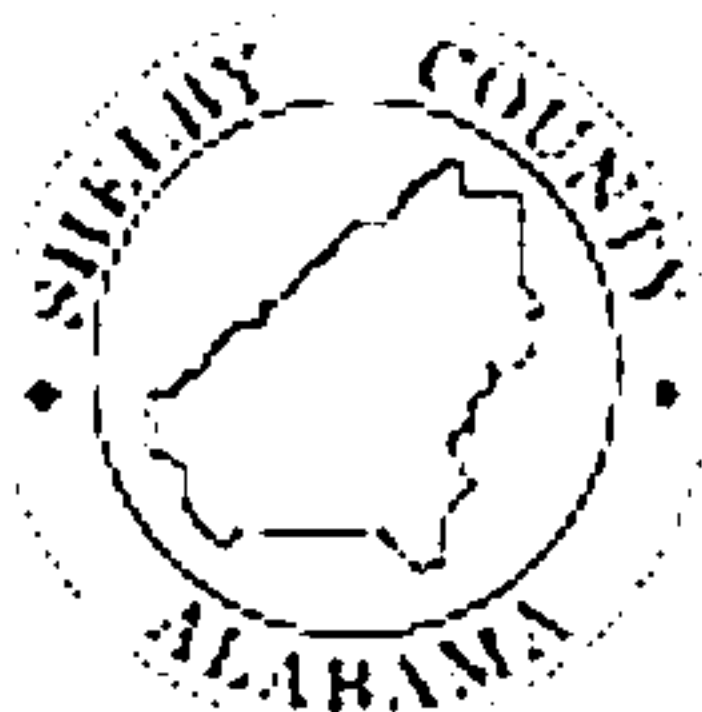
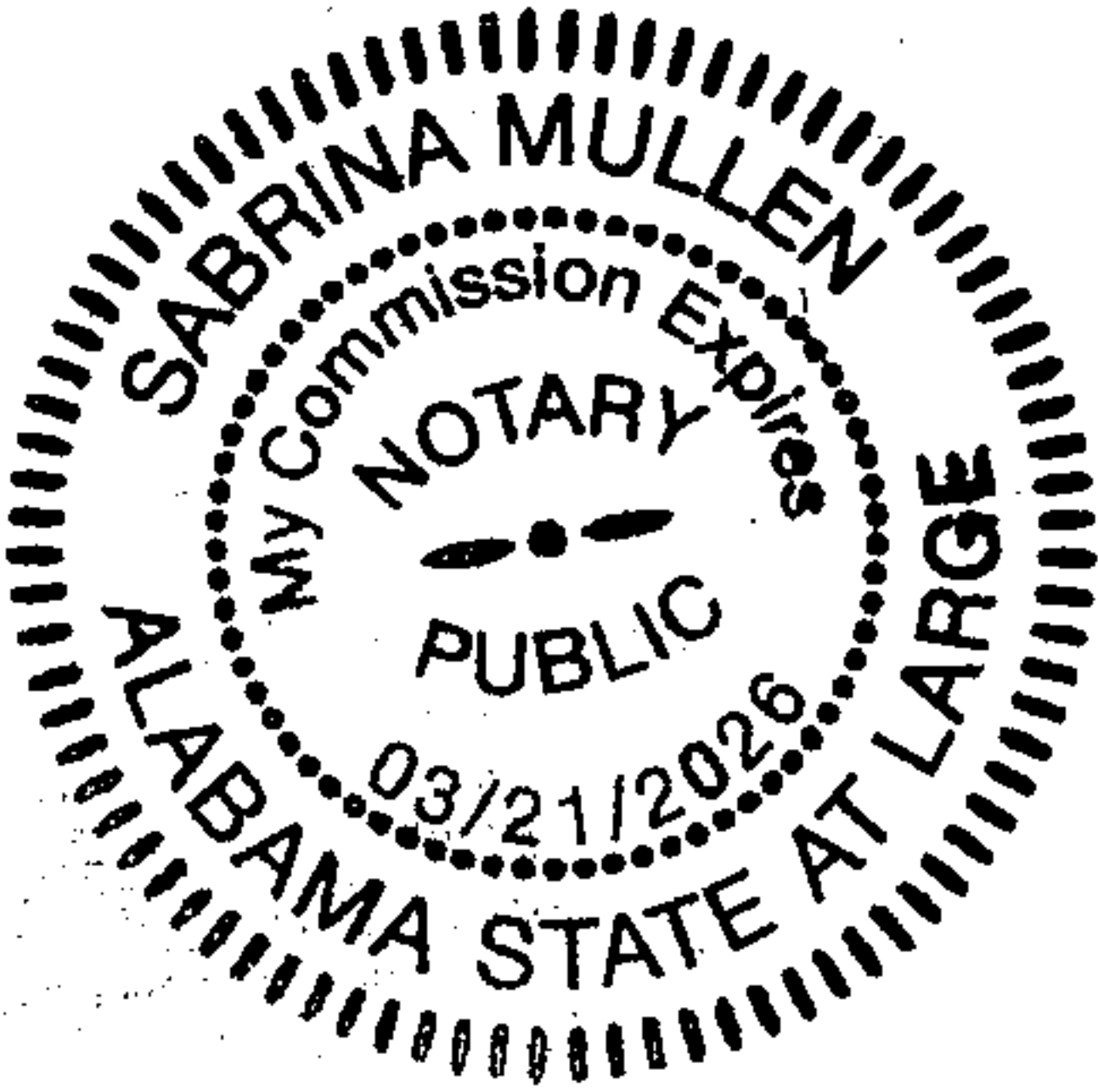
By: Meredith Mooney
Meredith Mooney, Supervisory General Attorney

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for the State of Alabama, do hereby certify that Meredith Mooney, Supervisory General Attorney, US Small Business Administration, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that she did, in her capacity and with full authority, execute the same voluntarily, for and as the official act of US Small Business Administration.

GIVEN UNDER MY HAND and official seal at Birmingham, Alabama on May 26, 2022.


Notary Public



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/29/2022 12:02:58 PM
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