



City of Elkhart
Redevelopment Commission

AGENDA FOR AURORA CAPITAL DEVELOPMENT CORPORATION
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
Tuesday, March 11, 2025 at 3:30 pm

THIS MEETING WILL BE HELD IN PERSON AND ELECTRONICALLY VIA WEBEX

To join, go to

<https://signin.webex.com/join>

Enter **2315 816 8159** as the event number and **ACDC3** as the event password.

To join by phone, call **415-655-0001**, enter **2315 816 8159 ##**

*Press *6 to unmute telephone*

1. Call to Order
2. Approval of February 11, 2025 Regular Meeting Minutes
3. PJ Limes
4. Approval of February 2025 ACDC Expense Report
5. Adjournment



City of Elkhart
Redevelopment Commission

Aurora Capital Development Corporation
Meeting Minutes
Tuesday, February 11, 2025

Present: Sandi Schreiber, Dina Harris, Luke Lefever, Willie Brown, Gary Boyn, Sherry Weber (Recording Secretary), and Adam Fann

Present via Webex: Chris Pottratz

Call to Order:

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 3:31 pm

Approval of Regular Meeting Minutes:

Mrs. Schreiber asked for a motion to approve the January 14, 2025, Regular Meeting Minutes. The motion was moved by Ms. Harris. Seconded by Mr. Brown. Voice vote carried with all in favor. Minutes are approved.

January 2025 ACDC Expense Report

Mrs. Schreiber asked for a motion to approve the January 2025 ACDC Expense Report in the amount of \$1,348.52. The motion was moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote carried with all in favor. Motion approved.

Adjournment

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote carried with all in favor. Motion approved. Meeting adjourned at 3:32 pm.

Sandra Schreiber, President

RESOLUTION OF THE BOARD OF DIRECTORS OF
AURORA CAPITAL DEVELOPMENT CORPORATION

Whereas, Aurora has an outstanding loan to PJ Limes LLC dated March 12, 2020, with a balance owed of \$15,569.72 and the borrower has requested an additional \$10,000 advance to provide funding to open and equip restaurant space in downtown Elkhart; and

Whereas, Aurora is willing to amend and restate the March 12, 2020, Note to provide for the additional credit extension, all to be collateralized by the existing guaranty and Security Agreement, plus the additional new Continuing Guarantees of Henry Cruz III and Tiffany Cruz; and

Whereas, the Board has reviewed the attached Amended and Restated Note and Continuing Guaranty and finds the same acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Board approves the amended Note terms including the extension of new credit in the amount of \$10,000, the revised interest rate, and extension of due date of the existing PJ Limes LLC Note all as set forth in the Amended and Restated Note attached hereto, supported by the collateral described in the Security Agreement of March 12, 2020, the original Guarantys, and the new Guarantys of Henry Cruz III and Tiffany Cruz.
2. The Officers are authorized to do all acts they deem necessary and appropriate to carry out the terms of this Resolution.

UNANIMOUSLY ADOPTED THIS 11TH DAY OF MARCH 2025.

Sandra Schreiber, President

Attest:

Dina Harris, Secretary

AMENDED AND RESTATED NOTE

Due: _____, 2030
\$25,569.72

Date: _____, 2025

Elkhart, Indiana

FOR VALUE RECEIVED, PJ Limes LLC, an Indiana limited liability company, promises to pay to the order of Aurora Capital Development Corporation, Elkhart, Indiana, at its main office in the City of Elkhart, Indiana, the sum of Twenty-Five Thousand Five Hundred Sixty-Nine and 72/100 Dollars (\$25,569.72), as follows: interest only shall be paid on the 12th day of March, April and May, 2025, and thereafter in consecutive monthly installments of Three Hundred Twenty-three and 91/100 Dollars (\$323.91) each, including therein interest on the unpaid balance at the annual rate of Nine Percent (9.00%), but in no event to exceed the maximum rate of interest permissible by law, payable on the 12th day of each month, commencing on the 12th day of June, 2025, until the 12th day of June, 2030, when the remaining principal and interest shall be due and payable, all without relief from valuation and appraisal laws, and with attorneys' fees.

On overdue principal from the date due until paid, Borrower promises to pay at the greater of (a) a rate Two percent (2%) per annum above the Note Rate, or (b) Twenty-five Dollars (\$25.00) above the monthly payment stated above.

Credit Facility: Aurora has approved a credit facility to the Borrower in a principal amount not to exceed the face amount of this note. The credit facility may be in the form of advances made from time to time by Aurora to the Borrower. This note evidences the Borrower's obligation to repay those advances. The aggregate principal amount of debt evidenced by this note shall be the amount reflected from time to time in the records of Aurora but shall not exceed the face amount of this note. Until maturity, the Borrower may not pay down and re-borrow under this note.

This Note amends and restates the original Note dated March 12, 2020, and sets forth the revised payment terms for the current balance of \$15,569.72 owed to Aurora plus the extension of new credit in the amount of \$10,000.00 to be disbursed in two \$5,000 installments hereunder upon (a) Borrower's delivery of a paid receipt evidencing an additional pre-paid expense for the PJ Restaurant/catering business and (b) upon presentation of the Elkhart County Health Department certificate of approval of the new PJ Restaurant/catering business and certification by Borrower that business is open to customers.

Credit Agreement: This note evidences a debt under the terms of a Term Loan Agreement between Aurora and the Borrower dated March 12, 2020, and any amendments.

Security: This Promissory Note is secured by the Personal Guarantee of Henry Cruz III and Tiffany Cruz, of even date herewith, the Continuing Guaranty of Elizabeth Cruz dated March 12, 2020, and the Collateral pledged in the Security Agreement executed by PJ Limes LLC dated

March 12, 2020.

Setoff: Aurora shall have the right at any time to apply its own debt or liability to the Borrower or to any other party liable on this note in whole or partial payment of this note or other present or future liabilities of the Borrower to Aurora, without any requirement of mutual maturity.

Related Documents: The terms of any other document executed as part of the loan evidenced by this note are incorporated by reference.

Representations by Borrower: If the Borrower is a corporation, it represents that it is a corporation duly organized and existing under the laws of its state of incorporation, and that the execution and delivery of this note and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by-laws. If the Borrower is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this note and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Borrower represents that the execution and delivery of this note and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, do not require the consent or approval of any governmental authority or any third party, and that this note is a valid and binding agreement, enforceable according to its terms. Each Borrower also represents that this note evidences a business loan exempt from the federal Truth In Lending Act (15 USC 1601, et. seq.), the Federal Reserve Bank's Regulation Z (12 CFR 226, et. seq.), and the Indiana Uniform Consumer Credit Code (IC 24-4.5-1.101, et. seq.). Each Borrower further represents that all balance sheets, profit and loss statements, and other financial statements, if any, furnished to Aurora are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

Waiver of Jury Trial: Aurora and the Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this note or any related instrument or agreement or any of the transactions contemplated by this note or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. Neither Aurora nor the Borrower shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either Aurora or the Borrower except by a written instrument executed by both of them.

Events of Default/Acceleration: If any of the following events occur:

1. The Borrower or any guarantor of this note ("Guarantor") fails to pay when due any amount payable under this note or under any agreement or instrument

evidencing debt to any creditor;

2. The Borrower or any Guarantor (a) fails to observe or perform any other term of this note; or (b) makes any materially incorrect or misleading representation, warranty, or certificate to Aurora; or (c) makes any materially incorrect or misleading representation in any financial statement or other information delivered to Aurora; or (d) without legal justification, defaults under the terms of any agreement or instrument relating to any debt for borrowed money (other than the debt evidenced by this note) such that the creditor declares the debt due before its maturity;
3. There is a default under the terms of any loan agreement, mortgage, security agreement, or any other document executed as part of the loan evidenced by this note, or any guaranty of the loan evidenced by this note, becomes unenforceable in whole or in part, or any Guarantor fails to promptly perform under such a guaranty;
4. A "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Borrower or any affiliate of the Borrower;
5. The Borrower or any Guarantor becomes insolvent or unable to pay its debts as they become due;
6. The Borrower or any Guarantor (a) makes an assignment for the benefit of creditors; (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets; or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction;
7. A custodian, receiver, or trustee is appointed for the Borrower or any Guarantor or for a substantial part of its assets without the consent of the party against which the appointment is made and is not removed within 60 days after such appointment;
8. Proceedings are commenced against the Borrower or any Guarantor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and such proceedings remain un-dismissed for 60 days after commencement; or the Borrower or Guarantor consents to the commencement of such proceedings;
9. Any judgment is entered against the Borrower or any Guarantor, or any attachment, levy, or garnishment is issued against any property of the Borrower or any Guarantor;
10. Any Guarantor dies;

11. The Borrower or any Guarantor, without Aurora's written consent, (a) is dissolved, (b) merges or consolidates with any third party, without Aurora's consent which will not be unreasonably withheld (c) leases, sells or otherwise conveys a material part of its assets or business outside the ordinary course of business, (d) releases, purchases, or otherwise acquires a material part of the assets of any other corporation or business entity, except in the ordinary course of business, or (e) agrees to do any of the foregoing, (notwithstanding the foregoing, any subsidiary may merge or consolidate with any other subsidiary, or with the Borrower, so long as the Borrower is the survivor);
12. There is a substantial change in the existing or prospective financial condition of the Borrower or any Guarantor which Aurora in good faith determines to be materially adverse; or
13. Aurora in good faith deems itself insecure;

then, this note shall become due immediately, without notice at Aurora's option.

Remedies: If this note is not paid at maturity, whether by demand, acceleration or otherwise, Aurora shall have all of the rights and remedies provided by any law or agreement. Any requirement of reasonable notice shall be met if Aurora sends the notice to the Borrower at least ten (10) days prior to the date of sale, disposition or other event giving rise to the required notice. Aurora is authorized to cause all or any part of the collateral to be transferred to or registered in its name or in the name of any other person, firm or corporation, with or without designation of the capacity of such nominee. The Borrower shall be liable for any deficiency remaining after disposition of any Collateral. The Borrower is liable to Aurora for all reasonable costs and expenses of every kind incurred in the making or collection of this note, including, without limitation, reasonable attorneys' fees and court costs. These costs and expenses shall include, without limitation, any costs or expenses incurred by Aurora in any bankruptcy, reorganization, insolvency or other similar proceeding.

Waiver: Each endorser and any other party liable on this note severally waives demand, presentment, notice of dishonor and protest, and consents to any extension or postponement of time of its payment without limit as to the number or period, to any substitution, exchange or release of all or any part of the Collateral, to the addition of any party, and to the release or discharge of, or suspension of any rights and remedies against, any person who may be liable for the payment of this note. No delay on the part of Aurora in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by Aurora of any right or remedy shall preclude any other future exercise of it or the exercise of any other right or remedy. No waiver or indulgence by Aurora of any default shall be effective unless in writing and signed by Aurora, nor shall a waiver on one occasion be construed as a bar to or waiver of that right on any future occasion.

Miscellaneous: The Borrower, if more than one, shall be jointly and severally liable for the obligations represented by this note, the term "Borrower" shall mean any one or more of them,

and the receipt of value by any one of them shall constitute the receipt of value by the others. This note shall be binding on the Borrower and its successors, and shall inure to the benefit of Aurora, its successors and assigns. Any reference to Aurora shall include any holder of this note. This note is delivered in the State of Indiana and governed by Indiana law. Section headings are for convenience of reference only and shall not affect the interpretation of this note. This note and any related loan documents embody the entire agreement between the Borrower and Aurora regarding the terms of the loan evidenced by this note and supersede all oral statements and prior writings related to that loan.

Borrower: PJ Limes LLC

By: _____
Tiffany Cruz
Its: Managing Member

Address: _____
Elkhart, IN 46516

The undersigned unconditionally guarantees the payment of the above Promissory Note as if an original signatory thereof.

Henry Cruz III

Elizabeth Cruz, by Henry Cruz III,
Her attorney-in-fact

Tiffany Cruz

CONTINUING GUARANTY

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), to the undersigned in hand paid by Aurora Capital Development Corporation, Elkhart, Indiana, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Henry Cruz III and Tiffany Cruz, hereinafter called the "Guarantor", do hereby, jointly and severally, guarantee to said Aurora Capital Development Corporation, Elkhart, Indiana, hereinafter called "Aurora", that PJ Limes LLC hereinafter called the "Debtor", shall promptly and fully pay any and all indebtedness which now exists and/or may hereafter accrue in any manner from said Debtor to Aurora (the "Indebtedness:"), and in the event the Debtor fails at any time to promptly pay the Indebtedness due, the undersigned will pay the Indebtedness as due, upon demand, with all attorneys' fees incurred in enforcing payment under this instrument, all without relief from valuation and appraisal laws.

This is a Continuing Guaranty until the Guarantor has delivered to Aurora a notice of its election not to guarantee any new indebtedness from Debtor to Aurora which may thereafter accrue, but such notice shall not in any way affect the other terms of this Guaranty or the promise of the Guarantor hereunder to pay any and all Indebtedness from Debtor, including without implied limitation, interest accruing after receipt of said notice, all extensions and renewals of debt existing on the date notice is delivered to Aurora.

The Guarantor waives all notice of acceptance of this Guaranty by Aurora; all notice of the extension of credit from time to time given by Aurora to Debtor; and all notice of the amount of the Indebtedness of the Debtor to Aurora which may exist from time to time; and agrees that if the Guarantor desires at any time to ascertain the amount of liability accrued under this Guaranty, it will make inquiry from Aurora.

The Guarantor hereby waives presentment for payment, protest, notice of default, notice of protest and of non-performance of any note or notes made or hereafter made by the Debtor to Aurora or any other items of Indebtedness held or hereafter held by Aurora against Debtor. The Guarantor further waives all rights which it has or may have by statute or otherwise to require Aurora to institute suit against Debtor or to exhaust its right or remedies against Debtor, the Guarantor hereunder being bound to the payment of the Indebtedness, as fully as if such

indebtedness was directly owing to Aurora by it and as fully as if the Guarantor were a joint maker with the Debtor upon each note made or hereafter made by Debtor to Aurora.

Forbearance on the part of Aurora to take steps to enforce the payment of the Indebtedness, arising from Debtor's default in any respect whatever, or the giving of further time to Debtor shall not release the Guarantor, but the Guarantor shall remain liable hereunder for the prompt payment of all notes signed by the Debtor and made to Aurora and all renewals thereof or substitutions therefor and all other indebtedness which may now exist and/or may hereafter accrue from Debtor to Aurora. Aurora may take from Debtor any new, additional or substituted security from time to time without in any way impairing the obligation of the Guarantor nor shall the impairment of the security which Aurora may from time to time hold from Debtor in any way operate to discharge the Guarantor in whole or in part, it being specifically agreed that Aurora is not required to exercise diligence to enforce its rights against Debtor.

The Guarantor agrees that the balance due and unpaid at any time from Debtor to Aurora, as shown by the books of Aurora, if approved as correct by the Debtor, shall be received as conclusive evidence of the amount of such Indebtedness owing by Debtor to Aurora as against Guarantor and shall not be disputed or questioned by the Guarantor and that the Guarantor cannot avail use of any defense whatever which Debtor may have against Aurora, other than the payment of the Indebtedness. The Guarantor waives, to the fullest extent permitted by applicable law, all defenses given to sureties or guarantors at law or in equity other than the payment of the Indebtedness, and the fact that certain defenses are expressly mentioned does not mean that other defenses are not also waived, it being agreed that Aurora cannot prejudice its rights against Guarantor by any act or omission on its part with respect to any Indebtedness. All remedies or actions for the enforcement by Aurora of the payment of the Indebtedness are cumulative and the pursuit of one shall not preclude the enforcement of any other rights or remedies.

Aurora may at any time demand payment from the Guarantor of any Indebtedness which said Debtor has not promptly paid when due by mailing to the Guarantor written demand by United States Mail addressed to its address as stated hereon and the Guarantor agrees that the sending of such written demand shall be sufficient demand for the payment hereunder.

This Agreement shall extend to and bind the successors and assigns of the Guarantor.

The contract shall inure to the benefit of all transferees, assignees and/or endorsees of Aurora of any part or parts or all of the indebtedness herein guaranteed.

In the event any payments by the Debtor to Aurora on the Indebtedness guaranteed hereby are at any time determined to constitute a voidable preference under the bankruptcy laws of the United States, by judicial determination, settlement, admission of a party, or consent decree, and as a result thereof Aurora relinquishes or pays over to a bankruptcy trustee, committee of creditors or debtor in possession any such sums, the amount so paid shall continue to be guaranteed hereunder, whether or not this guaranty has been previously terminated by guarantor or released by Aurora, and this guaranty shall be automatically reinstated and applicable to said sums.

IN WITNESS WHEREOF, the Guarantor has hereunto affixed his name as of this ____ day of _____, 2025.

“GUARANTOR”

Henry Cruz III

Tiffany Cruz

Address: _____
Elkhart, IN 46516

Prepared by the law firm of WARRICK & BOYN, LLP by Gary D. Boyn.