

WHEN RECORDED RETURN TO:

SomerCor 504, Inc.
Two East 8th Street
Chicago, Illinois 60605
Attn: David Frank

Borrower: SUKE, INC. D/B/A STANFRED LAMINATING CO.
Loan No. CDC-442,108-40-04-IL 2003 114005

2003 SEP 11 9:37
REC'D

SUBORDINATION AGREEMENT

620012163

This document is dated, for reference, as of the 5TH day of SEPTEMBER, 2003. As an inducement to Sand Ridge Bank ("Lender") to grant a loan to SUKE, INC. D/B/A STANFRED LAMINATING CO. ("Borrower"), and in consideration thereof, the United States Small Business Administration, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, D.C., and a Commercial Loan Servicing Center at 2719 North Air Fresno Drive, Suite 107, Fresno, California 93727 ("SBA"), agrees to subordinate the lien of its mortgage by and between Keith Burke and Susan Burke (collectively, the Mortgagor") and SomerCor 504, Inc. (Mortgagee) dated June 1, 2001 and recorded on June 4, 2001 as Document Number 2001042255 with the Recorder's Office of the County of Lake, State of Indiana and assigned by SomerCor 504, Inc. to the SBA pursuant to an assignment of mortgage dated June 1, 2001 and recorded on June 4, 2001 as Document Number 2001042256 ("SBA Mortgage") to the mortgages of, and assignment of rents to, Lender, when and if taken, to secure a loan hereafter described, upon the premises described in Exhibit A. The SBA Mortgage shall be called the "SBA Lien Documents".

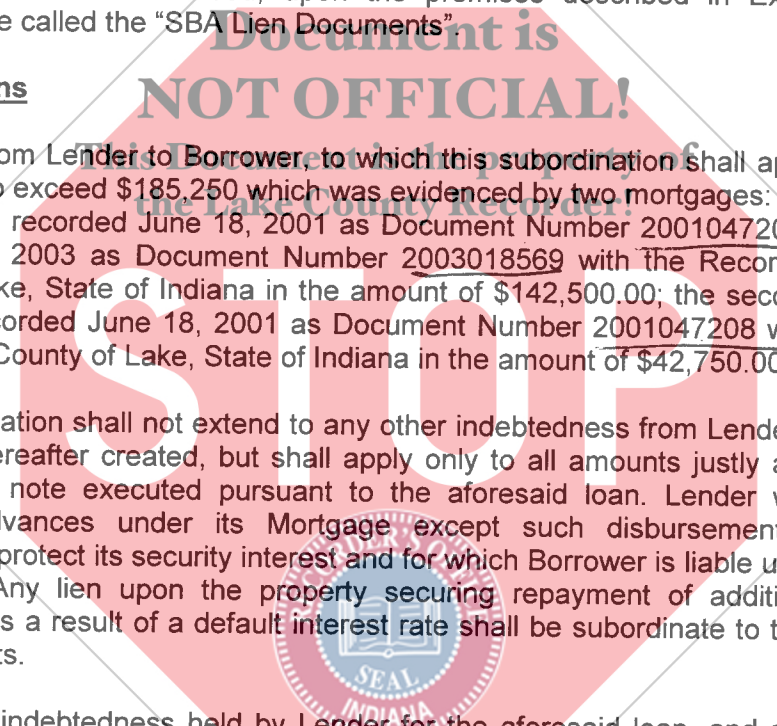
Conditions

1. The Loans from Lender to Borrower, to which this subordination shall apply, shall be in an amount not to exceed \$185,250 which was evidenced by two mortgages: the first dated April 27, 2001 and recorded June 18, 2001 as Document Number 2001047207 and re-recorded February 21, 2003 as Document Number 2003018569 with The Recorder's Office of the County of Lake, State of Indiana in the amount of \$142,500.00; the second dated April 20, 2001 and recorded June 18, 2001 as Document Number 2001047208 with the Recorder's Office of the County of Lake, State of Indiana in the amount of \$42,750.00.
2. This subordination shall not extend to any other indebtedness from Lender to Borrower now existing or hereafter created, but shall apply only to all amounts justly accruing under the terms of the note executed pursuant to the aforesaid loan. Lender will not make any additional advances under its Mortgage except such disbursements which become necessary to protect its security interest and for which Borrower is liable under Lender's loan documents. Any lien upon the property securing repayment of additional advances or monies due as a result of a default interest rate shall be subordinate to the lien of the SBA lien documents.
3. The lien and indebtedness held by Lender for the aforesaid loan, and subordinated to by SBA herein, shall not, without the prior written consent of SBA, be subordinated to the lien, claim or interest of any other creditor of Borrower now or in the future.
4. Except as expressly provided herein, this agreement shall not operate or be construed to alter the priority of the SBA lien documents with respect to any legal or equitable interest in the property. Borrower and Lender shall hold SBA harmless from any impairment of its lien which is occasioned by this subordination.

19 DC

W

Chicago Title Insurance Company



5. All proceeds of Lender's loan shall be applied to satisfy debt secured by a lien 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.
6. 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. Provisions for a so-called "default rate of interest" or any similar penalty payment that may be contained within the Lender's mortgage are inapplicable to SBA.
7. A breach of any of the foregoing covenants and conditions by Borrower and/or Lender shall, at the option of the SBA, render this agreement void in its entirety. This subordination agreement is also void if not duly executed by Borrower, Lender, SBA, and all Guarantors of the SBA loan.

Borrower: SUKE, INC. D/B/A STANFRED LAMINATING CO.

Date: 9/05/, 2003

By: [Signature]
Keith Burke, President

Lender:

Sand Ridge Bank

Date: 9/05/, 2003

By: [Signature]
Name Printed: WALTER BANKE
Title: VICE PRESIDENT

Date: 9/05/, 2003

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder.
Administrator, United States Small Business Administration, an Agency of the United States
BARBARA JUNG
Senior Loan Specialist
[Signature] 7/10/03

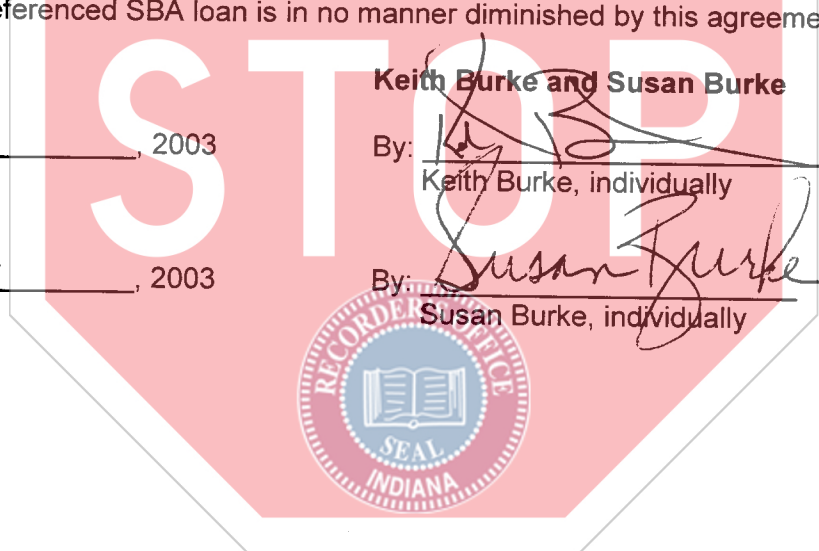
The undersigned Guarantors hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

Date: 9/05/, 2003

Keith Burke and Susan Burke
By: [Signature]
Keith Burke, individually

Date: 9/05/, 2003

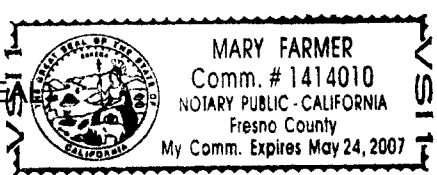
By: [Signature]
Susan Burke, individually



STATE OF CALIFORNIA
COUNTY OF FRESNO

On July 8, 2003, 2003, before me, MARY FARMER, a Notary Public, personally appeared BARBARA J. JUNG, 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.

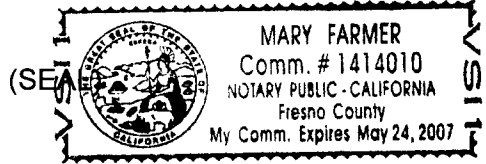
Notary Public: [Signature]



STATE OF CALIFORNIA
COUNTY OF FRESNO

On July 8 2003, 2003, before me, MARY FARMER, a Notary Public, personally appeared Barbara J. Juny, 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.

Notary Public: Mary Farmer



~~STATE OF ILLINOIS~~ INDIANA
~~COUNTY OF COOK~~ LAKE

On SEPTEMBER 5, 2003, before me, CYNTHIA ONDAS, a Notary Public, personally appeared **Keith Burke**, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public: Cynthia Ondas

(SEAL) CYNTHIA ONDAS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 27, 2003

~~STATE OF ILLINOIS~~ INDIANA
~~COUNTY OF COOK~~ LAKE

On SEPTEMBER 5, 2003, before me, CYNTHIA ONDAS, a Notary Public, personally appeared **Susan Burke**, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public: Cynthia Ondas

(SEAL) CYNTHIA ONDAS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 27, 2003

