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PREPARED BY:
J. Russell Lenich
Somercor 504, Inc.
Two East 8th Street
Chicago, IL 60605

Doc#: 0625716020 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/14/2006 08:07 AM Pg: 1 of 6

WHEN RECORDED RETURN TO:

J. Russell Lenich
Somercor 504, Inc.
Two East 8th Street
Chicago, IL 60605

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**PAYOFF/ESTOPPEL LETTER
OF STANDARD BANK & TRUST COMPANY TO THE CDC AND SBA**

SECTION 504 DEBENTURE PROJECT

United States Small Business Administration
500 West Madison, Suite 1250
Chicago, IL 60661-2511
Attention: Chief, Portfolio Management Division

Somercor 504, Inc.
Two E. 8th Street
Chicago, Illinois 60605
Attention: J. Russell Lenich

SBA LOAN NUMBER: 98349940-07
CDC: SOMERCOR 504, INC.
SBC: Accord Carton Co.

Ladies and Gentlemen:

We understand that Somercor 504, Inc. ("Lender") intends to make a loan pursuant to the Section 504 debenture program of the United States Small Business Administration ("SBA") to Accord Carton Co. ("Borrower"), a small business concern under the SBA's rules and regulations. We understand and agree that Somercor and the SBA will be acting in reliance upon the representations and promises contained in this letter.

To the best of our knowledge, the Borrower is not in default under any of the terms of the loans we made to the Borrower and all principal and interest payments are current.

As of today's date, the total outstanding principal balance of the 504 portion of the loan owed to us by the Borrower is \$1,513,200.00. The loan proceeds were used by the Borrower to fund, in part, the purchase of equipment located at 6155 W. 115th Street, Alsip, IL (the "Property"). The legal description of the Property is attached hereto as Exhibit A and is made a part of this Certificate. In connection with our loan, we recorded a lien on the Property as evidenced by a security agreement dated 3/13/06 + 2/27/06

We agree that our note(s) and loan documents pertaining to this transaction will not:

- 1) allow future advances except advances made for reasonable costs of collection, maintenance, and protection of our lien;
- 2) be cross-collateralized with other financing provide by us;
- 3) have an early call feature;
- 4) be payable on demand unless our note is in default;
- 5) have a term less than, or require a balloon payment prior to, ten years.

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We further agree that:

- 1) our loan has been fully advanced;
- 2) our note and loan documents comply with the conditions in the previous paragraph above, or, in the alternative, we will waive our rights to enforce any provisions in the note and loan documents that do not comply with these SBA requirements;
- 3) we will subordinate any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for reasonable costs of collection, maintenance, and protection of our lien need not be subordinated;
- 4) we will waive as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances; and
- 5) We will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which we intend to take action, and 60 days notice prior to foreclosure. We also agree to give the SBA an opportunity to purchase our lien position upon any foreclosure.

The total we advanced as interim financing is \$3,404,700.00. Upon payment to us of the net debenture proceeds, the principal balance of our permanent first loan will be \$1,891,500.00. We have delivered true and complete copies of the interim and permanent financing documents to SomerCor. As of 10/11/06, 2006, the expected date of the debenture sale for this 504 Project, the accrued interest on the interim financing will be \$ 11,664.25.

We understand that unless we are otherwise advised in writing notices should be sent to:

Small Business Administration
500 W. Madison, Suite 1250
Chicago, IL 60661-2511

Attn: Chief, Portfolio Management Division

SomerCor 504, Inc.
Two East 8th Street
Chicago, IL 60605

Attn: J. Russell Lenich

We further agree that upon receipt of full payment of the above stated principal and interest on the interim financing, we shall reduce Borrower's debt with regard to the outstanding principal balance of the 504 Project (the "504 Debt") to us in the full amount of the payment, allocate the remaining debt to long-term financing as previously represented, and send to the SBA (Attn: Legal Division), with a copy to SomerCor, a confirmation letter containing the following:

1. Certification of receipt of funds from the Central Fiscal Agent.
2. Certification that the 504 Debt to us has been reduced by the full amount received and the balance of the debt has been allocated to long-term financing.
3. Certification of the outstanding principal and interest remaining on the 504 Debt after the reduction and allocation.
4. Reaffirmation of the promises contained in this letter.
5. A copy of the canceled interim note.

We understand that if the Borrower makes further payments on the 504 Debt before the expected pay-off date, there will be an overpayment of the interim financing portion of the loan. Nothing contained herein shall be construed to be a waiver of any existing rights to such payments, however, we understand that it is expected that any necessary adjustments will be made between Borrower and us.

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We acknowledge and consent to the Borrower's grant to CDC (and, by way of assignment, to the SBA) of a security agreement / Ucc financing statements on the Property.

Date: 9/11/06

Standard Bank & Trust Company

By: [Signature]
Title: VP

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that MICHAEL HOSKING the V.P. of STANDARD BANK & TRUST personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such officer, and as the free and voluntary act of the aforesaid company, for the use and purpose herein set forth.

GIVEN, under my hand and notarial seal this 11th day of SEP, 2006.

(NOTARIAL SEAL)

Notary Public: [Signature]

My Commission expires: 07/08



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EXHIBIT A

EQUIPMENT LIST

- 1 Marquip Dual Rotary High Speed Sheeter, Model SheetWizard
- S-C Dual Rollstand for 72 in. diameter rolls
 - Auto Tension Control Unit – Dancer
 - 65 in. 50L Dual Rotary Knife with Integrated Slitter and Outfeed
 - Delivery Section (Layboy/Piler) 60 in. stack height
 - Manual Decurler
 - Corefinder to Stop
 - Web Aligner
 - Reject Gate in Knife Outfeed
 - Trim Blower
 - Static Eliminators
 - Catwalk & handrail
 - Air Compressor
 - Spare Knife Blade Kit
- 1 New MAN Roland 900-6 Series High Speed Six (6) Color LV Sheetfed Offset Printing Press System with Coater
- Roland 900 Series 6 Color Size 6
 - MAN Roland Energylink
 - North American Electrics
 - Special Size
 - Ink Temperature Control Preparation: Hollowed out roller, Screw thread, Rotary unions, piping, rust reducing fluid
 - Roller Converting Bottcher
 - 1 Set of ContiTech Crystal Blankets
 - Overload Protection
 - Interface for connecting the MAN Roland press to a MAN Roland Press Network
 - IPA-Free roller
 - Control console Comfort package, including drawers, inclination adjustment and Ambient light shield
 - Completely Packed in Crates
 - FOB German Port
 - PrepressLink
 - ColorPilot Ink measurement and regulation device consisting of: measuring head track, standard-compliant densitometric measurement (with polarization filter), densitometric regulation, protocol printer, print control strips, process analysis system Print Consult.
 - Static eliminators make Kersten basic equipment for the feeder and delivery
 - Nonstop-equipment, manual, in the feeder
 - Double sheet detection, 2 pieces additional including separate control display of all double sheet detections at the feeder
 - Sheet cleaner Oxy-Dry, including heavy-duty exhaust blower with connected dust collector

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EXHIBIT A

EQUIPMENT LIST

- Coating Module (LV) including: Chambered doctor blade, Remote register control, Transfer including cocking, Quick-Action plate clamp bars, Blanket washing device, Lift and tackle device, Impression cylinder air blast device, Motorized setting of printing pressure, Form cylinder undercut 2.6 mm, Form cylinder mounting position
- Combination Clamp Bar
- Nonstop equipment, automated with Rollomatic
- Tool Kit
- Secomatic IR Dryer for Inks & Coatings
- Etesch Dryer
- Temes Infinity Grapho Metronic Configured Manual Punch for PPL
- Spray powder unit
- Technotrans beta.C RC, Combination Unit remote mounted air cooler condenser, including double doser, tecon controller, temperature and conductivity monitoring
- Telepresence
- Job Pilot
- UV Prep for press

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EXHIBIT **B**

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 (EXCEPT THE NORTH 17.00 FEET THEREOF) IN KEEBLER SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 678.33 FEET OF THE WEST 539.97 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION OF KEEBLER SUBDIVISION RECORDED AUGUST 17, 1977 AS DOCUMENT 24062706, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 25.00 FEET OF THE SOUTH 628.33 FEET OF THE NORTH 678.33 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common 6155 W. 115th Street
Address: Alsip, IL 60803

PIN#: 24-20-300-024-0000
 24-20-301-009-0000