

**SUBORDINATION AND INTERCREDITOR AGREEMENT**

This Subordination and Intercreditor Agreement ("Agreement") entered into March 18, 1987 among LEONORA KRAMER, LAWRENCE KRAMER, MARY ANN KRAMER and GLORIA BENZIN ("Creditors"), USAMERIBANC/WOODFIELD, an Illinois banking corporation ("Lender") N. D. NELSON FABRICATORS, INC., an Illinois corporation ("Borrower") and USAMERIBANC/WOODFIELD, not personally, but solely as Trustee under Trust Agreement dated January 12, 1987 and known as Trust Number 302 ("Trust Number 302").

**W I T N E S S E T H**

Creditors are financially interested in Borrower, in that Creditors are the holder of a Promissory Note in the original principal amount of \$500,000.00 dated December 31, 1986, executed by Borrower in favor of Creditors (which, together with any instruments which may hereafter be substituted therefor, is hereinafter referred to as the "Subordinated Note"). The Subordinated Note was issued pursuant to the Stock Redemption Agreement dated December 31, 1986 among Borrower and Creditors (the "Stock Redemption Agreement");

The Subordinated Note is secured by security interests in Borrower's current assets, other than inventory, and fixed assets, which security interest was granted to Creditors by Borrower pursuant to a Security Agreement of even date herewith ("Creditors' Security Document");

The Subordinated Note is also secured by a Purchase Money Mortgage (the "Creditors' Mortgage") and Assignment of Rents (the "Creditors' Assignment of Rents") executed by Borrower on the Property, hereafter defined;

The Subordinated Note is also guarantied by Gerhard G. Landrowski ("Guarantor") pursuant to a written guaranty (the "Creditors' Guaranty");

The Creditors' Security Document, Creditors' Mortgage, Creditors' Assignment of Rents and Creditors' Guaranty are collectively referred to as the "Creditors' Documents";

Borrower is about to become indebted to Lender as a result of the advance of monies and other extensions of credit by Lender to Borrower which indebtedness to Lender shall be evidenced or secured by, or in part by, the following documents executed by Borrower in favor of Lender, and dated January 28, 1987, to-wit:

- (i) Mortgage and Security Agreement on the property commonly known as 926 Lunt Avenue, Schaumburg, Illinois (the "Property") more fully described on Exhibit A;
- (ii) Collateral Assignment of Beneficial Interest and Power of Direction with respect to Trust Number 302, the owner of the Property;
- (iii) Assignment of Rents and Leases on the Property; and
- (iv) \$255,600.00 Installment Note executed by Trust Number 302.

The Documents referred to in Subparagraphs (i) through (iii) above are herein referred to as "Lender's Documents" and the Note

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referred to in Sub-paragraph (iv) is herein referred to as the "Note";

Creditors have agreed to execute this Subordination Agreement on the condition that the loan proceeds of the Lender's Documents, in the amount of \$370,000.00, less amounts necessary to pay in full that certain Trust Deed to Lender from Borrower on the Property dated March 25, 1983 and filed with the Registrar of Titles on April 15, 1983 as Document LR 3301464, shall be paid to the Creditors in partial payment of the Subordinated Note and partial payment of other amounts owed to Creditors by Guarantor.

Creditors acknowledge that the loan or advance of monies evidenced by the Note is of value to Creditors;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Creditors, and in order to induce Lender to make the loans evidenced by the Note and to better secure Lender in respect of the foregoing, Creditors hereby agree with Lender as hereinafter set forth.

1. Standby Subordination; Subrogation. Except as set forth herein or in Section 2 below and in the Escrow Trust Instructions attached hereto as Exhibit B, Creditors will not ask, demand, sue for, take or receive from Borrower or any other party:

(a) The whole or any part of any indebtedness, obligations and liabilities which may now or hereafter be owing by Borrower or Trust Number 302, or any successor or assign of Borrower or Trust Number 302, including, without limitation, a receiver, trustee or debtor in possession (the terms "Borrower" or "Trust Number 302" hereinafter shall include any such successor or assign of Borrower or Trust Number 302), to Creditors or any of them, including, without limitation, any indebtedness evidenced by the Subordinated Note (the "Subordinated Debt"); or

(b) Any additional security in Lender's First Lien Assets for any of the foregoing;

unless and until all obligations, liabilities, and indebtedness of Borrower and Trust Number 302 to Lender, under Lender's Documents and the Note, to the extent of the principal sum of \$255,600 and interest accrued thereon, together with costs incurred by Lender in protecting or preserving the Property, or in collection, shall have been fully paid and satisfied (collectively hereinafter referred to as the "Senior Debt").

The Creditors' security interest in fixed assets, other than real estate, accounts receivable, cash, savings accounts, investments and other current assets, other than inventory, less current liabilities owned or owed by Borrower, as of December 31, 1986 and any and all proceeds from the sale, transfer, exchange or other disposition of the foregoing shall collectively be referred to as the "Creditors' First Lien Assets". Notwithstanding any provisions herein, creditors may pursue all their rights and remedies against Borrower and Guarantor with respect to the Creditors' First Lien Assets pursuant to the terms of the Creditors' Documents. All liens and security interests of Creditors or any of them, whether now or hereafter arising and howsoever existing, in any assets of Borrower or Trust Number 302 or any assets securing the Senior Debt (including without limitation the security interests created and evidenced by Creditors' Documents), except liens and security interests in the Creditors' First Lien Assets, shall be and hereby are subordinated to the rights and

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interests of Lender in those assets to the extent of securing payment of Senior Debt. The assets of Borrower and Trust Number 302, other than the Creditors' First Lien Assets, are collectively referred to as the "Lender's First Lien Assets". All liens and security interests of Lender, whether now or hereafter arising and howsoever existing, in the Creditors' First Lien Assets, shall be and hereby are subordinated to the rights and interests of Creditors in those assets to the extent of securing payment and performance of Creditors' Documents. Creditors acknowledge and agree that the terms and provisions of this Agreement do not violate any terms or provisions of the Subordinated Note, Creditors' Documents or any other agreement, instrument or document executed by Borrower and, or in favor of, Creditors or any of them.

Creditors, pursuant to the Creditors' Security Document, have a security interest in fixed assets, other than real estate, owned by Borrower on December 31, 1986. Lender, pursuant to that certain Machinery and Equipment Security Agreement of even date made by Borrower in favor of Lender, have a security interest in all fixed assets, other than real estate of Borrower, whether now owned or hereafter acquired. Lender and Creditors acknowledge that Creditors shall have a first and prior security interest in fixed assets, other than real estate, owned by Borrower on December 31, 1986 and Lender shall have a second and subordinate security interest therein.

2. Permitted Payments. Notwithstanding the provisions of Section 1 of this Agreement, until Lender gives Creditors written notice (in the manner set forth in Section 16 below) of the occurrence of an "Event of Default" (as defined in the Lender's Documents), Borrower may pay to Creditors and Creditors may accept from Borrower scheduled payments of principal and interest pursuant to the Subordinated Note and prepayments of principal and interest on the Subordinated Note (collectively referred to as "Permitted Payments"). Creditors agree that they shall not increase the principal amount of the Subordinated Note or the rate of interest as described in the Subordinated Note. Creditors, prior to the payment of the Senior Debt, shall have no right to enforce payment of any Permitted Payment, or to otherwise take any action against Borrower or Trust Number 302 or their property, without Lender's prior written consent except that after default under the Subordinated Note, (i) Creditors may sue Borrower and Guarantors to collect the amount of any payment then due and owing under the Subordinated Note or Creditors' Documents, provided that Creditors shall give Lender 30 days prior written notice of such suit and (ii) Creditors may sue Borrower and Guarantors and take such other action to enforce their security interests under Creditors' Documents; provided that Creditors shall give Lender 30 days prior written notice of their intent to take any such action with respect to any of the Lender's First Lien Assets or the fixed assets.

If Lender sues Borrower or Guarantors to collect any amount due and owing under the Note, under that certain Demand Note of even date in the principal amount of \$250,000 made by Borrower in favor of Lender or under Lender's Documents, Lender shall give Creditors 30 days prior written notice of such suit and if Lender sues Borrower or Guarantors or takes any other action to enforce its security interests in any of Creditors' First Lien Assets, Lender shall give Creditors 30 days prior written notice of its intent to take such action. If either party has given the other party notice of its intent to sue Borrower or Guarantors or to take any action to enforce its security interests, and the party receiving the notice thereafter sues Borrower or Guarantors or takes any other action to enforce its security interest, such

party shall allow the party giving notice the opportunity to join in such suit or action, pursuant to Section 11.

3. Subordinated Debt Owed Only to Creditors. Creditors warrant and represent that Creditors have not previously assigned any interest in the Subordinated Debt or Creditors' Documents, that no other party owns an interest in the Subordinated Debt or Creditors' Documents other than Creditors (whether as joint holders of the Subordinated Debt or Creditors' Documents, participants, or otherwise).

4. Lender Priority; Grant of Authority to Lender. Except as otherwise provided in this Agreement, in the event of any distribution, division, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower, Guarantor or Trust Number 302 or the proceeds thereof to the creditors of Borrower or Trust Number 302 or readjustment of the obligations and indebtedness of Borrower, Guarantor or Trust Number 302, whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any part of the Subordinated Debt, or the application of the assets of Borrower, Guarantor or Trust Number 302 to the payment or liquidation thereof, or upon the dissolution, liquidation, cessation or other winding up of Borrower's business, or upon the sale of all or substantially all of Borrower's assets, then, and in any such event, (i) Lender shall be entitled to receive payment in full of the Senior Debt then owing from the Lender's First Lien Assets prior to the payment of all or any part of the Subordinated Debt from the Lender's First Lien Assets, and (ii) any payment or distribution of any kind or character, whether in cash, securities or other property, which shall be payable or deliverable upon or with respect to any or all of the Subordinated Debt, other than the Creditors' First Lien Assets or proceeds from the sale, transfer or other disposition thereof, shall be paid or delivered directly to Lender for application on the Senior Debt until such Senior Debt shall have first been fully paid and satisfied. Following payment in full of the Senior Debt, Lender will remit to Creditors, to the extent of their interest therein, all dividends or other payments or distributions paid to and held by Lender in excess of the Senior Debt.

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5. Payments Received by Creditors. Except for Permitted Payments received by Creditors prior to Lender's notification of an Event of Default to Creditors as provided in Section 2 above, should any payment, distribution, security or instrument, or any proceeds thereof, other than a payment or distribution of or from the Creditors' First Lien Assets or any proceeds therefrom, be received by Creditors upon or with respect to the Subordinated Debt prior to the satisfaction of the Senior Debt, Creditors shall receive and hold the same in trust, as trustees, for the benefit of Lender and shall forthwith deliver the same to Lender in precisely the form received (except for the endorsement or assignment by Creditors where necessary), for application on the Senior Debt, then due, and, until so delivered, the same shall be held in trust by Creditors as the property of Lender. In the event of the failure of Creditors to make any such endorsement or assignment to Lender, Lender, or any of its officers or employees, is hereby irrevocably authorized to make the same.

6. Instrument Legend. Any instrument evidencing any of the Subordinated Debt (including, without limitation, the Subordinated Note), or any portion thereof, will, on the date hereof

or promptly hereafter, be endorsed by Creditors with the following legend:

"Payment of this Note is subordinated to payment of that certain Installment Note made by N.D. Nelson Fabricators, Inc. to USAmeribanc/Woodfield dated January 28, 1987 in the principal sum of \$255,600.00, to the extent of the principal sum of \$255,600.00 and interest accrued thereon, together with costs of collection and costs of preserving and protecting the real estate located at 926 Lunt Avenue, Schaumburg, Illinois, all in accordance with that certain Subordination and Intercreditor Agreement between USAmeribanc/Woodfield and Leonora Kramer, Lawrence Kramer, Mary Ann Kramer and Gloria Benzin, a copy of which is available in the offices of N.D. Nelson Fabricators, Inc."

Any instrument evidencing any of the Subordinated Debt, or any portion thereof, which is hereafter executed by Borrower, will, on the date in hereof, be endorsed by Creditors with the aforesaid legend and a copy thereof will be delivered to Lender on the date of its execution or within five (5) business days thereafter.

7. Continuing Nature of Subordination. This Agreement shall continue effective until the Senior Debt shall have been paid in full.

8. Creditors' Waivers. The Senior Debt shall be deemed to have been made or incurred in reliance upon this Agreement. Creditors waive all notices not specifically required pursuant to the terms of this Agreement. Creditors agree that Lender has made no warranties or representations with respect to the due legality or enforceability of the Lender's Documents, or the collectibility of the Senior Debt and that Lender shall be entitled to manage and supervise its loans to Borrower in accordance with applicable law and its usual practices, from time to time in effect, without regard to the existence of any rights that Creditors may now or hereafter have in or to any of the Lender's First Lien Assets or other fixed assets, provided that Lender may not increase the principal amount of the Senior Debt or the rate of interest as described in the Note. Lender shall have no liability to Creditors for, and Creditors shall waive any claim which Creditors may now or hereafter have against, Lender arising out of (i) any and all actions which Lender, in good faith, takes or omits to take with respect to the Lender's Documents or any other agreement related thereto including, without limitation, actions with respect to the creation, perfection or continuation of liens or security interests in Lender's First Lien Assets or other fixed assets, actions with respect to the occurrence of an Event of Default, actions with respect to the foreclosure, sale, release, or depreciation of, or failure to realize upon valuation, use or protection or of, any of Lender's First Lien Assets or other fixed assets, the collateral and actions with respect to the collection of the Senior Debt from Borrower or any account debtor, guarantor or any other party, or (ii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower, as debtor in possession. Without limiting the generality of the foregoing, Creditors waive the right to assert the doctrine of marshalling with respect to any of the Lender's First Lien Assets or other fixed assets, and consent and agree that Lender may proceed against any or all of the Lender's First Lien Assets or other fixed assets, in such order as Lender shall determine in its sole discretion. Notwithstanding the preceding provision, Lender shall not create or cause the incurrence of any other debt superior to the Subordinated Debt, other than the Senior Debt, without the Creditors' express written consent.

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9. Lender's Waivers. No waiver shall be deemed to be made by either party of any of their rights hereunder, unless the same shall be in a writing signed by an officer of Lender or by Creditors, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Lender or Creditors or the obligations of Creditors to Lender or Lender to Creditors in any other respect at any other time.

10. Information Concerning Financial Condition of Borrower. Creditors and Lender hereby each assume independent responsibility for keeping themselves informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Senior Debt and/or Subordinated Debt and of all other circumstances bearing upon the risk of nonpayment of the Senior Debt and/or Subordinated Debt that diligent inquiry would reveal, and Creditors hereby agree that Lender shall have no duty to advise Creditors of information known to Lender regarding such condition or any such circumstances and Lender agrees that Creditors shall have no duty to advise Lender of information known to Creditors regarding such conditions or any such circumstances. In the event Lender, in its sole discretion, undertakes, at any time or from time to time, to provide any such information to Creditors, Lender shall be under no obligation (i) to provide any such information to Creditors on any subsequent occasion or (ii) to undertake any investigation not a part of its regular business routine and shall be under no obligation to disclose any information which, pursuant to accepted or reasonable commercial finance practices, Lender wishes to maintain confidential.

11. Joint Enforcement. If Creditors and Lender shall each intend to take enforcement or collection action against the Borrower or Guarantors or assets of Borrower or Guarantors, Creditors and Lender agree that they shall consult and cooperate in such enforcement or collection actions and, if possible, shall take such action jointly. Creditors and Lender shall be jointly represented by counsel selected by Lender, which counsel shall advise and consult with counsel selected by Creditors.

12. Subordination. Subject to the payment in full of the Senior Debt, Creditors will be subrogated to the rights of Lender to receive payments or other distributions attributable to the Property and all rights under the Lender's Documents on the Property, its avails or other proceeds, until the principal and interest on the Subordinated Debt and all costs of collection and of protecting or preserving the Property in connection therewith have been paid in full. It is understood that this Subordination Agreement is and is intended solely for the purpose of defining the relative rights of Creditors, on the one hand, and Lender, on the other hand.

Nothing contained herein is intended to or shall impair or affect the relative rights of Creditors and creditors of Borrower or Trust Number 302 other than Lender, nor shall anything herein impair, as between Borrower and Creditors, the obligation of Borrower, which is unconditional and absolute, to pay the principal and interest on the Subordinated Note in accordance with its terms, nor shall anything herein prevent Creditors from exercising all remedies otherwise permitted by applicable law upon default thereunder, subject to the rights, if any, of Lender under this Subordination Agreement.

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13. CONSENT TO JURISDICTION; WAIVERS. CREDITORS CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS. CREDITORS WAIVE ANY OBJECTION BASED UPON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER.

14. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws and decisions of the State of Illinois, shall be binding upon Creditors and their successors, assigns, heirs and legal representatives (as applicable) and shall inure to the benefit of Lender and its successors and assigns.

15. Section Titles; Gender. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form and the neuter form of any word used in this Agreement shall include the masculine and feminine forms, and vice versa.

16. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered three (3) days after deposit in the United States mails, for delivery by Certified Mail, Return Receipt Requested with proper postage prepaid, addressed to the party to be notified as follows:

(i) If to Lender at: USAmeribanc/Woodfield  
Higgins and Meacham Roads  
Schaumburg, Illinois 60196  
Attention: Mr. John Kierna

with a copy to: John T. Duax  
Schwartz & Freeman  
401 North Michigan Avenue  
Suite 3400  
Chicago, Illinois 60611

(ii) If to Creditors at: Leonora Kramer  
4750 West Arthur  
Lincolnwood, Illinois 60646

Lawrence W. Kramer  
414 Ronnie Drive  
Buffalo Grove, Illinois 60090

Mary Ann Kramer  
6400 North Cicero  
Lincolnwood, Illinois 60648

Gloria Benzin  
147th & Will Cook Road  
R.R. 2  
Lockport, Illinois 60441

with a copy to: Eugene L. Mahoney  
Mahoney & Zdeb, Ltd.  
180 North LaSalle Street  
Suite 1101  
Chicago, Illinois 60601

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17. Authority. Creditors hereby certify that it has all necessary authority to grant the subordination and standby evidenced hereby and to execute this Agreement.

18. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Agreement has been signed on the date first above written.

\_\_\_\_\_  
Leonora Kramer

\_\_\_\_\_  
Lawrence Kramer

\_\_\_\_\_  
Mary Ann Kramer

\_\_\_\_\_  
Gloria Benzin

USAMERIBANC/WOODFIELD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

N. D. NELSON FABRICATORS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

USAMERIBANC/WOODFIELD,  
no personally, but as Trustee  
aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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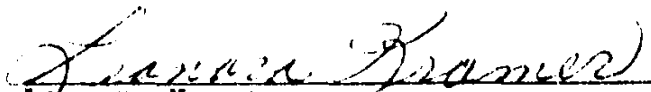
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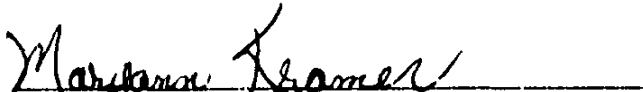
17. Authority. Creditors hereby certify that it has all necessary authority to grant the subordination and standby evidenced hereby and to execute this Agreement.

18. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Agreement has been signed on the date first above written.

  
\_\_\_\_\_  
Leonora Kramer

  
\_\_\_\_\_  
Lawrence Kramer

  
\_\_\_\_\_  
Mary Ann Kramer

  
\_\_\_\_\_  
Gloria Benzin

USAMERIBANC/WOODFIELD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

N. D. NELSON FABRICATORS, INC.

By:   
Its: \_\_\_\_\_

USAMERIBANC/WOODFIELD,  
no personally, but as Trustee  
aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, Patricia K. Azis a Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICIA JENNEY, the TRUST OFFICER of USAMERIBANC/ WOODFIELD, and [REDACTED], the [REDACTED] of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and [REDACTED], respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said [REDACTED] then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of March, 1987

Patricia K. Azis  
Notary Public

My Commission Expires:  
May 3, 1987

Property of Cook County Clerk's Office

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY

LOT 28 IN BLOCK 8 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 159,  
BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 33,  
TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 25272701 AND  
REGISTERED AS DOCUMENT NO. LR3135316 IN COOK COUNTY, ILLINOIS.

*DBO*  
PIN # 07-33-10-021-000011

906 Lunt Ave.

Schaumburg, IL 60193

PREPARED BY AND RETURN TO:

Kathleen A. Fivefork  
Schwartz & Freeman  
Suite 3400  
401 N. Michigan Ave.  
Chicago IL 60611

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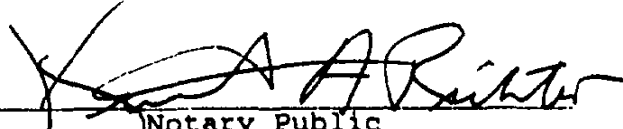
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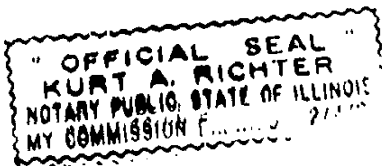
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STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK    )

I, Kurt A. Richter, a Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that GERHARD G. LANDROWSKI, the President of N. D. NELSON FABRICATORS, INC., and BRUNHILDE LANDROWSKI, the Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that she, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of March, 1987.

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

2-28, 1988

County of Cook Clerk's Office

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