

SUBORDINATION AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, _____.

FOR VALUE

accommodation to
undersigned _____
security interest of

(a) all inventories
all inventories
resulted from

(b) all equipment
limitation,
nature or kind

(c) all accounts
every nature
credit, which
hereafter become

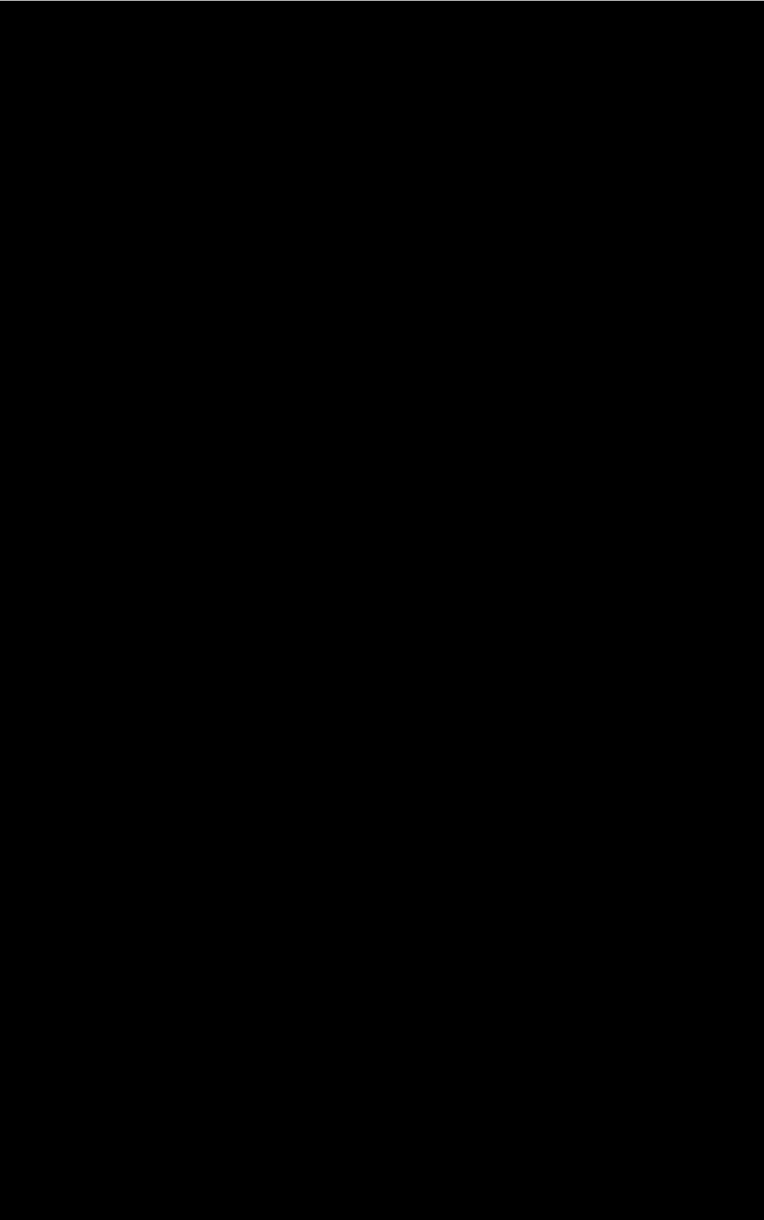
(d) all deeds, contracts
records of title
secured, even if

(e) all contracts
other industrial

(f) all property

(g) without in
homes and
that the parties
are charged
attached hereto

(h) all proceeds



_____ of
to make other financial
(the "Debtor"), the
thereby subordinates the
following:

proceeds thereof except
acquisition of which has
the Debtor;

te, including, without
vehicles of whatsoever

action and demands of
credit and advices of
by or which may
Debtor ("Debts");

s relating to or being
e or may hereafter be

marks, copyrights, and

exed hereto;

ehicles, trailers, mobile
part hereof; provided
e homes and airplanes
mpleted Schedule "B"

DATED at _____ this ____ day of _____, _____.

SECURED PARTY

Per: _____

Schedule "A"
Description of Property