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STATE OF ILLINOIS  
LAKE COUNTY  
FILED FOR RECORD

David A. SAUNDERS  
See Below

95010776

TENTH AMENDMENT TO  
SECURED CREDIT AGREEMENT,  
MADISON COUNTY, ILLINOIS  
RECORDER

FIFTH AMENDMENT TO LEASEHOLD  
MORTGAGE AND SECURITY AGREEMENT

AND

FIFTH AMENDMENT TO JUNIOR  
MORTGAGE AND SECURITY AGREEMENT

This Tenth Amendment to Secured Credit Agreement, Fifth Amendment to Leasehold Mortgage and Security Agreement and Fifth Amendment to Junior Mortgage and Security Agreement dated as of February 8, 1995 (this "Amendment"), is by and among ROBINSON STEEL CO., INC., an Indiana corporation (the "Company"), LJJ BUILDING CORP., an Indiana corporation ("LJJ"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association (the "Bank"). The Company, LJJ and the Bank agree as follows:

### RECITALS

- (a) The Company and the Bank are parties to a Secured Credit Agreement dated as of December 1, 1991 (as previously amended from time to time, the "Credit Agreement") pursuant to which the Bank has agreed to make certain revolving loans to the Company.
- (b) The obligations of the Company under the Credit Agreement and the Revolving Note issued pursuant thereto are secured, *inter alia*, by:
- (i) a Leasehold Mortgage and Security Agreement dated as of December 1, 1991 from the Company to the Bank with respect to the real estate described in Exhibit A attached hereto and made a part hereof (as previously amended, the "Illinois Mortgage") which has been recorded in Book 3661 at page 1711 on Roll 1809, Frame 532 in the Recorder's Office of Madison County, Illinois; and
- (ii) a Junior Mortgage and Security Agreement dated as of December 1, 1991 from LJJ to the Bank with respect to the real estate described in Exhibit B attached hereto and made a part hereof (as previously amended, the "Indiana Mortgage") recorded as Document 91065053 in the Recorder's Office of Lake County, Indiana.

This Instrument was prepared by:

David A. Saunders  
Seyfarth, Shaw, Fairweather and Geraldson  
55 East Monroe Street  
Chicago, Illinois

Chicago Title Insurance Company

2300  
JK

(c) The Company and the Bank wish to further amend the Credit Agreement, the Illinois Mortgage and the Indiana Mortgage to increase the maximum amount of revolving loans which the Company may obtain from the Bank, all of which loans shall be secured by the Illinois Mortgage and the Indiana Mortgage.

## **AGREEMENTS**

1. The clause (ii) of the definition of "Borrowing Base" contained in the Credit Agreement is hereby amended to read in its entirety as follows:

(ii) an amount equal to the lesser of (A) the sum of

\$13,000,000 until August 31, 1995

\$12,000,000 after August 31, 1995

or (B) an amount, adjusted as described below, equal to 60% of the Value of the Eligible Inventory as set forth in the Schedule of Inventory then most recently delivered by the Company to the Bank, which Value shall be reduced by 100% of the Value of any reductions in Inventory made since the date of such Schedule of Inventory;

2. Section 2.1 of the Credit Agreement is hereby amended to read in its entirety as follows:

2.1 Bank's Commitment. On the terms and subject to the conditions set forth in this Agreement including, without limitation, Section 2.3 hereof, the Bank agrees to make revolving loans (herein collectively called "Revolving Loans" and individually called a "Revolving Loan") to the Company from time to time before the Credit Termination Date in such aggregate amounts as the Company may from time to time request but not exceeding at any one time outstanding the lesser of (i) the Borrowing Base applicable to the Revolving Loans or (ii) the sum of

\$25,000,000 until August 31, 1995

\$20,000,000 from September 1, 1995, through October 31, 1995

\$17,000,000 after October 31, 1995.

The Bank's commitment to make Revolving Loans is herein called the "Revolving Credit Commitment").

3. Section 4.1 of the Credit Agreement is hereby amended to read in its entirety as follows:

4.1 Interest Rates on Loans. The Company hereby promises to pay interest on the unpaid principal amount of each Loan for the period commencing on the date of such Loan until such Loan is paid in full at a rate per annum equal to the Base Rate from time to time in effect; provided, however, that in the event that any principal of any Loan is not paid when due (whether by acceleration or otherwise), the unpaid principal amount of such Loan shall bear interest after the due date of such principal until such principal is paid at a rate per annum equal to the greater of (i) the Base Rate from time to time in effect (but in no case less than the Base Rate in effect at any such due date), plus three percent (3%) or (ii) eleven percent (11%).

4. Section 8.8 of the Credit Agreement is hereby amended to read in its entirety as follows:

8.8 Leveraged Ratio. Not permit its Leverage Ratio to be at any time greater than the following amounts:

<u>During the Year Ending</u>	<u>Maximum Leverage Ratio</u>
December 31, 1991	6.00 to 1.00
December 31, 1992	6.00 to 1.00
December 31, 1993	5.00 to 1.00
December 31, 1994	4.00 to 1.00
December 31, 1995	4.00 to 1.00
December 31, 1996 and thereafter	3.00 to 1.00

5. Section 8.11 of the Credit Agreement is hereby amended to read in its entirety as follows:

8.11 Current Ratio. Not permit the Company's Current Ratio at any time to be less than the following amounts:

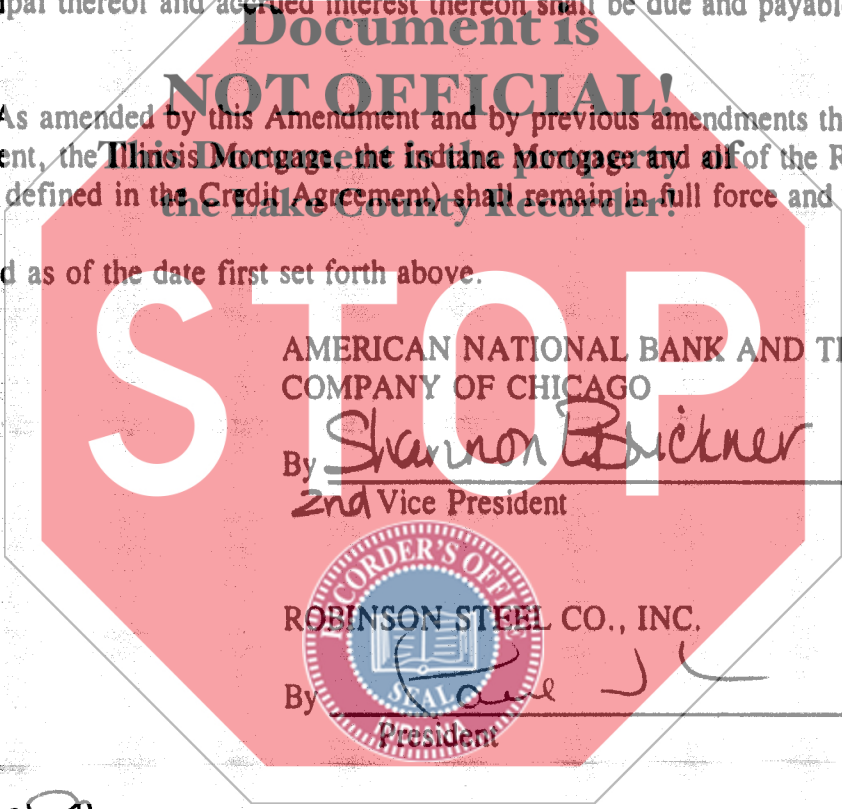
<u>During the Year Ending</u>	<u>Minimum Current Ratio</u>
December 31, 1991	1.00 to 1.00
December 31, 1992	1.10 to 1.00
December 31, 1993	1.20 to 1.00

December 31, 1994	1.30 to 1.00
December 31, 1995	1.25 to 1.00
December 31, 1996 and thereafter	1.30 to 1.00

6. The term "Revolving Note" as used in the Credit Agreement and the term "Note" as used in the Illinois Mortgage and in the Indiana Mortgage hereafter refer to the Revolving Note of the Company dated February 8, 1995, payable to the order of the Bank in the principal amount of \$25,000,000, as the same may be amended, modified or supplemented from time to time and any renewals thereof or exchanges or substitutions therefor. Unless the Bank agrees in writing to extend the maturity of said Revolving Note, all of the principal thereof and accrued interest thereon shall be due and payable on April 30, 1996.

4. As amended by this Amendment and by previous amendments thereto, the Credit Agreement, the Illinois Mortgage, the Indiana Mortgage and all of the Related Documents (as defined in the Credit Agreement) shall remain in full force and effect.

Executed as of the date first set forth above.



AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO  
By Shannon Bickner  
2nd Vice President

ROBINSON STEEL CO., INC.  
By Paul J. [Signature]  
President

Attest:

Lucy R. Munro  
Secretary

LJJ BUILDING CORP.

By [Signature]  
President

Attest:

Lucy R. Munro  
Secretary

**EXHIBIT A (cont.d)**

**Parcel 3 (cont.d)**

line of said subdivision and its westerly extension, a distance of 1150.78 feet to the centerline of Old Rock Road (as traveled) (also known as Chouteau Slough Road and Alton-St. Louis Wagon Road); thence along said centerline as follows:

North 40 degrees 06 minutes 42 seconds east a distance of 115.19 feet; around a curve to the left having a radius of 2386 feet, chord bearing North 32 degrees 54 minutes 12 seconds east, through a central angle of 14 degrees 25 minutes 01 seconds, an arc distance of 600.40 feet; north 25 degrees 41 minutes 40 seconds east a distance of 261.17 feet to the centerline of the Tri City Regional Port District Dock Access Railroad (Norfolk and Southern); thence south 89 degrees 56 minutes 34 seconds west a distance of 159.75 feet along the centerline of said dock access railroad to the point of beginning of the easement centerline herein described, said point of beginning being Station 7+32 on the centerline of the rail spur and switch point of the rail spur to be constructed for Robinson Steel Company; thence south 89 degrees 56 minutes 34 seconds west, along said railroad centerline, a distance of 30.00 feet to a point; thence south 82 degrees 47 minutes 24 seconds west a distance of 66.44 feet to a point designated as Station 8+28.44 of said rail spur centerline; thence around a curve to the left having a radius of 440.00 feet, chord bearing south 74 degrees 59 minutes 29 seconds west, a distance of 119.78 feet to a point designated as Station 9+48.22 of said rail spur centerline; thence south 67 degrees 11 minutes 34 seconds west a distance of 62.16 feet to a point designated as Station 10+10.38 on said rail spur centerline; thence around a curve to the right having a radius of 440.00 feet, chord bearing south 78 degrees 34 minutes 04 seconds west, an arc distance of 174.71 feet to a point designated as Station 11+85.08 on said rail spur centerline; thence south 89 degrees 56 minutes 34 seconds west a distance of 216.29 feet to a point on the east property line of Robinson Steel Company Leasehold.

The easement between Station 7+32 and Station 8+28.44 is a non-exclusive easement; between Station 8+28.44 and the Robinson Steel Company Leasehold shall be for exclusive use of Robinson Steel Company.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 23 day of February, 1995, by Shannon L. Brickner, commercial banking officer of American National Bank and Trust Company of Chicago, a national banking association.

*Donna R. Clarke*

Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**Document is NOT OFFICIAL**  
**This Document is the property of the Lake County Recorder!**

OFFICIAL SEAL  
DONNA R. CLARKE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. AUG. 8, 1998

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 1995, by Paul Labriola and Lucy Minor, President and Secretary respectively of Robinson Steel Co., Inc., an Indiana corporation.

*Carmela Cordero*

Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



OFFICIAL SEAL  
"CARMELA CORDERO"  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 3/8/95

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 1995, by Edward Minor and Lucy Minor, President and Secretary respectively of LJJ Building Corp., an Indiana corporation.

*Carmela Cordero*

Notary Public

3011201  
February 9, 1995

OFFICIAL SEAL  
"CARMELA CORDERO"  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 3/8/95

**EXHIBIT A (cont.d)**

Commencing at the intersection of the easterly line of U. S. Survey 594 Claim 1865 with the southerly line of Lot 12 in Third Subdivision of the W. R. Benjamin Tract as recorded in Plat Book 19 on Page 19 in the Recorder's Office of Madison County, Illinois; thence north 65 degrees 01 minutes 00 seconds west, along the southerly line of said subdivision and its westerly extension, a distance of 1150.78 feet to the centerline of Old Rock Road (as traveled) (also known as Chouteau Slough and Alton St. Louis Wagon Road); thence south 40 degrees 06 minutes 42 seconds west, along said centerline, a distance of 72.02 feet to the point of beginning of the centerline herein described; thence north 68 degrees 50 minutes 20 seconds west a distance of 391.00 feet; thence around a curve to the left having a radius of 250.00 feet, through a central angle of 40 degrees 25 minutes 49 seconds, chord bearing south 86 degrees 56 minutes 46 seconds west, an arc distance of 211.92 feet; thence around a curve to the right having a radius of 250 feet, through a central angle of 27 degrees 12 minutes 42 seconds, chord bearing south 76 degrees 20 minutes 13 seconds west an arc distance of 118.73 feet; thence south 89 degrees 56 minutes 34 seconds west a distance of 390.37 feet; thence around a curve to the right having a radius of 400.00 feet, through a central angle of 28 degrees 20 minutes 32 seconds, chord bearing north 75 degrees 53 minutes 10 seconds west an arc distance of 197.87 feet to the point of termination; as created by Truck Haul Roadway Easement for Common Use, recorded on December 30, 1991 in the Recorder's Office of Madison County, Illinois, as document No. 1809 316 in Book 1661 at Page 1052, situated in the County of Madison and the State of Illinois.

**Parcel 3:**

A 15 foot wide railway easement for rail track spur right of way, being over and across 7.5 feet either side of a centerline described below and as created by an instrument recorded November 13, 1991, in the Recorder's Office of Madison County, Illinois as Document No. 1803566 in Book 3655 at page 1555:

Commencing at the intersection of the easterly line of United State Survey 594 claim 1865 with the southerly line of Lot 12 in "3rd Subdivision of the W. R. Benjamin Tract" as recorded in Plat Book 19 on Page 19 in the Recorder's Office of Madison County, Illinois; thence north 65 degrees 01 minutes 00 seconds west, along the southerly

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PREMISES**

**Parcel 1:**

A tract of land being part of U.S. Survey, 594, Claim 1865, in the Southwest Quarter of Section 12, Township 3 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Commencing at the intersection of the easterly line of U.S. Survey 594 Claim 1865 with the southerly line of Lot 12 in 3rd Subdivision of the W.R. Benjamin Tract as recorded in Plat Book 19 on Page 19 in the Recorder's Office of Madison County, Illinois; thence North 65 degrees 01' 00" West, along the southerly line of said subdivision and its westerly extension, a distance of 1150.78 feet to the centerline of Old Rock Road (as traveled) (also known as Chouteau Slough and Alton - St. Louis Wagon Road); thence South 40 degrees 06' 42" West, along said centerline, a distance of 72.02 feet; thence North 68 degrees 50' 20" West a distance of 39.00 feet; around a curve to the left having a radius of 250.00 feet, through a central angle of 48 degrees 25' 49" chord bearing South 86 degrees 56' 46" West, an arc distance of 211.32 feet; thence North 27 degrees 16' 09" West a distance of 30.00 feet to an iron pin at the POINT OF BEGINNING of the tract herein described; thence around a curve to the right having a radius of 220.00 feet, through a central angle of 27 degrees 12' 42", chord bearing south 76 degrees 20' 13" West, an arc distance of 104.49 feet to an iron pin; thence South 89 degrees 56' 34" West a distance of 390.37 feet to an iron pin; thence around a curve to the right having a radius of 370.00 feet; through a central angle of 23 degrees 12' 19", chord bearing North 78 degrees 27' 17" West, an arc distance of 149.85 feet to an iron pin; thence North 10 degrees 24' 04" East a distance of 808.50 feet to an iron pin; thence North 89 degrees 56' 34" East, a distance of 490.00 feet to an iron pin; thence South 00 degrees 03' 26" East a distance of 800.65 feet to the point of beginning, containing 10.67 acres.

**Parcel 2:**

A 60 foot wide roadway and utility easement, being 30 feet on each side of a centerline described as follows:



**EXHIBIT B**

**LEGAL DESCRIPTION OF THE PREMISES**

**PARCEL 1: PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET EAST AND 570.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF KENNEDY AVENUE A DISTANCE OF 330.80 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST 403 FEET TO A POINT ON A LINE 15.0 FEET WEST OF AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTH 0 DEGREES 05 MINUTES 30 SECONDS WEST ALONG SAID 15 FOOT PARALLEL LINE, A DISTANCE OF 325.84 FEET MORE OR LESS TO A POINT WHICH LIES 566.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AS MEASURED ALONG SAID 15 FOOT PARALLEL LINE; THENCE NORTH 89 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 402.48 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA.**

**PARCEL 2: PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET EAST AND 85.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG A LINE PARALLEL TO AND 85.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER, 401.0 FEET TO A POINT ON A LINE 15 FEET WEST OF THE WEST RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY, THENCE SOUTHERLY ALONG A LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY A DISTANCE OF 481.0 FEET; THENCE WESTERLY 402.48 FEET TO A POINT ON THE EAST LINE OF KENNEDY AVENUE, WHICH POINT LIES 485.0 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF KENNEDY AVENUE 485.0 FEET TO THE PLACE OF BEGINNING.**