

Chicago Title Insurance Company

20045733.1
July 14, 2000
(Indiana Mortgage)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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This Instrument was prepared
by and after recording
should be returned to:

MORRIS W. CARTER
RECORDER

David A. Saunders
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Chicago, Illinois 60603



* LM 456499C
6005439-009
Seyfarth, Shaw

This Second Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 27, 2000 (this "Amendment"), is by and among ROBINSON STEEL CO., INC., an Indiana corporation (the "Mortgagor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Mortgagee"). The Mortgagor and the Mortgagee agree as follows:

RECITALS

(a) The Mortgagor and the Mortgagee are parties to an Amended and Restated Secured Credit Agreement dated as of January 1, 1996 (as heretofore, hereby or hereafter amended, the "Credit Agreement") and to a Letter of Credit and Reimbursement Agreement dated as of December 1, 1991 (as heretofore, hereby or hereafter amended, (the "Letter of Credit Agreement") pursuant to which the Mortgagee has agreed to make certain loans to the Mortgagor, to issue certain letters of credit for the benefit of the Mortgagor and to otherwise extend to the Mortgagor certain credit facilities..

(b) The obligations of the Mortgagor under the Credit Agreement and certain other obligations of the Mortgagor are secured, *inter alia*, by an Amended and Restated Leasehold

CT 19.00
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Mortgage and Security Agreement dated as of January 1, 1996 from the Mortgagor to the Mortgagee with respect to the real estate described in Exhibit A attached hereto and made a part hereof (as heretofore, hereby or hereafter amended, the "Mortgage") which has been recorded as Document 96007738 in the Recorder's Office of Lake County, Indiana.

(c) The Mortgagor and the Mortgagee wish to amend the Mortgage to secure additional indebtedness incurred and to be incurred by the Mortgagor and to make certain other changes in the provisions of the Mortgage.

AGREEMENTS

1. Amendment of Definitions. Section 1.1 of the Mortgage is hereby amended as follows:

(a) The following definition is inserted in appropriate alphabetical order:

"Indiana Letter of Credit Agreement" means the Letter of Credit and Reimbursement Agreement dated as of September 1, 1997, by and between the Mortgagor and the Mortgagee, as amended and supplemented.

(b) The definition of "Letter of Credit Agreement" in the Mortgage is amended to read in its entirety as follows:

"Letter of Credit Agreement" means the Letter of Credit and Reimbursement Agreement dated as of December 1 1991, by and between the Mortgagor and the Mortgagee, as amended and supplemented.

(c) The definition of "Letter of Credit Agreement" in the Mortgage is amended to read in its entirety as follows:

"Notes" means (i) the Revolving Note of the Mortgagor in the principal amount of \$18,000,000 maturing (subject to extension) on December 31, 2001 and payable to the order of the Mortgagee, as amended and supplemented, (ii) the Term Note of the Mortgagor in the principal amount of \$5,875,000 000 maturing (subject to extension) on March 31, 2004 and payable to the order of the Mortgagee, (iii) the Term Note of the Mortgagor in the principal amount of \$20,000,000 maturing (subject to extension) on July 16, 2008 and payable to the order of the Mortgagee, and (iv) any note or notes which replace said Revolving Note or either of said Term Notes, whether of a greater, the same or a lesser principal amount.

2. Amendment of Section 4.1. Section 4.1 of the Mortgage is hereby amended to read in its entirety as follows:

Section 4.1. Events of Default. Any of the following events shall be deemed an "Event of Default" hereunder:

(a) Default shall be made in the payment when due of any amount payable to the Mortgagee under the Letter of Credit Agreement or the Indiana Letter of Credit Agreement or of any installment of principal or interest on any of the Notes or in the payment when due of any other amount required to be paid by the Mortgagor hereunder, under the Secured Credit Agreement or under any of the other Related Documents, or in the payment when due of any other indebtedness secured by this Mortgage; or

(b) If there has occurred any "Event of Default" under the Letter of Credit Agreement, the Indiana Letter of Credit Agreement or the Secured Credit Agreement or any other breach of or default under any term, covenant, agreement, condition or provision contained in any of the other Related Documents which has not been cured within any applicable grace period; or

(c) If any representation or warranty of the Mortgagor contained in this Mortgage, the Letter of Credit Agreement, the Indiana Letter of Credit Agreement, the Secured Credit Agreement, either of the Notes, any of the other Related Documents or any certificate or other document delivered in connection with the transactions contemplated by the Letter of Credit Agreement, the Indiana Letter of Credit Agreement or the Secured Credit Agreement, shall prove untrue or incorrect in any material respect; or

(d) If there has occurred any breach of or default under any term, covenant, agreement, condition or provision contained in this Mortgage other than as described in clauses (a), (b) or (c) above, and such breach or default shall remain unremedied for 30 days after written notice thereof shall have been given to the Mortgagor by the Mortgagee; or

(e) If any event of default has occurred or been declared under any other mortgage on the Premises which has not been cured within any applicable grace period.

3. Mortgage to Remain in Effect; Confirmation of Obligations. The Mortgage and each of the Related Documents shall remain in full force and effect, except as expressly heretofore or herein modified and amended. The Mortgagee hereby (i) confirms and reaffirms all of its obligations under the Mortgage and the Related Documents as so modified and amended, (ii) acknowledges and agrees that the Mortgagor, by entering into this Amendment, does not waive, and that the Mortgagor has not previously waived, any existing or future default or Event of Default under the Mortgage or any of the Related Documents, or any right or remedy under the Mortgage or any of the Related Documents, and (iii) acknowledges that it does not have any defense, set-off or counterclaim to the payment or performance of any of its obligations under the Mortgage and the Related Documents as so modified and amended.

Executed as of the date first set forth above.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By [Signature]
Vice President

ROBINSON STEEL CO., INC.

By [Signature]
President

Attest:
[Signature]
Secretary

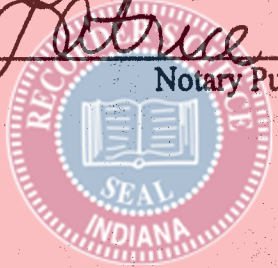
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This Document is the property of
the Lake County Recorder!

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17 day of July, 2000, by
Peter J. Connolly, Vice President of American National Bank and Trust Company of Chicago, a
national banking association.

[Signature]
Notary Public



"OFFICIAL SEAL"
LATRICE COOPER
Notary Public, State of Illinois
My Commission Expires 05/20/02

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17 day of July, 2000, by
Paul J. Labriola and [Signature], President and Secretary respectively of Robinson Steel
Co., Inc., an Indiana corporation.

[Signature]
Notary Public

"OFFICIAL SEAL"
LATRICE COOPER
Notary Public, State of Illinois
My Commission Expires 05/20/02

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EXHIBIT A

LEGAL DESCRIPTION



EXHIBIT #

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.