

This instrument was prepared
by and after recording,
return to:
Bank One, NA
Attn: Cynthia Svientek, IL1-1746
120 S. LaSalle Street
Chicago, IL 60603

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

2003 JAN 10 AM 9:51

MORRIS W. CARTER
RECORDER

2003 003183



70633

Negative Pledge Agreement

FOR VALUABLE CONSIDERATION, the undersigned, Industrial Steel Construction, Inc. (the "Pledgor"), agrees and pledges to Bank One, NA, with its main office in Chicago, IL, whose address is 1 Bank One Plaza, Chicago, IL 60670 (the "Bank"), its successors and assigns, that from the date of this agreement until the "Liabilities" are paid in full, the Pledgor will not, without the express written consent of the Bank, which consent shall be at the sole discretion of the Bank, create or permit to exist any mortgage, pledge, title retention lien, or other encumbrance or security interest with respect to the real property as described on **Exhibit A** attached hereto and incorporated herein by reference made a part hereof. (the "Property"), except liens (i) securing indebtedness to the Bank, and (ii) of current taxes not delinquent or as security for taxes being contested in good faith, or in connection with worker's compensation insurance, unemployment insurance, or of mechanics and material men for sums not due or sums being contested in good faith.

Borrower. The term "Borrower" in this agreement means Industrial Steel Construction, Inc.

Liabilities. The term "Liabilities" in this agreement means all obligations, indebtedness and liabilities of the Borrower to any one or more of the Bank, BANK ONE CORPORATION, and any of their subsidiaries, affiliates or successors, now existing or later arising, including, without limitation, all loans, advances, interest, costs, overdraft indebtedness, credit card indebtedness, lease obligations, or obligations relating to any Rate Management Transaction, all monetary obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations or substitutions of any of the foregoing, whether the Borrower may be liable jointly with others or individually liable as a debtor, maker, co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated. The term "Rate Management Transaction" in this agreement means any transaction (including an agreement with respect thereto) now existing or hereafter entered into among the Borrower, the Bank or BANK ONE CORPORATION, or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

The Pledgor represents and warrants to the Bank that: (a) the Pledgor has disclosed to the Bank in writing any location(s) where the Property may be located; (b) the Property is free and clear of all security interests, and the Pledgor has not executed or recorded, or permitted others to execute or record, any security documents or financing statements relating to any of the Property (except, if applicable, to the Bank); and (c) all of the Property is titled in the Pledgor's legal name.

If the Pledgor defaults in the performance of any agreement set forth herein, the Bank may declare the Liabilities (notwithstanding any provision thereof) of the Pledgor immediately due and payable, without demand or notice of any kind. The Bank shall promptly advise the Pledgor of any such declaration, but failure to do so shall not impair the effect of such declaration.

No delay on the part of the Bank in the exercise of any power or right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise of any other power or right.

Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, and if to the Bank, at its main office if no other address of the Bank is specified herein, by one of the following means: (a) by hand, (b) by a nationally recognized overnight courier service, or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change

CTIC Has made an accomodation recording of
the instrument. We Have made no examination
of the instrument or the land affected.

23-
Hoff
@1

its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

Governing Law and Venue. This agreement is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts). The Pledgor agrees that any legal action or proceeding with respect to any of its obligations under this agreement may be brought by the Bank in any state or federal court located in the State of Illinois, as the Bank in its sole discretion may elect. By the execution and delivery of this agreement, the Pledgor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Pledgor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

WAIVER OF SPECIAL DAMAGES. THE PLEDGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. THE PLEDGOR AND THE BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN OR AMONG THE PLEDGOR AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO PROVIDE THE FINANCING DESCRIBED HEREIN.

This agreement shall be binding on the Pledgor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

Dated: 11/21, 2002 Pledgor:
Address: 413 Old Kirk Road
Geneva, IL 60134 Industrial Steel Construction, Inc.

By: [Signature]
JOSEPH HISH PRESIDENT
Printed Name Title

Facsimile/Telex No. _____

C SvientekIL000001007568179
Illinois
STATE OF ~~INDIANA~~
COUNTY OF COOK

)SS.

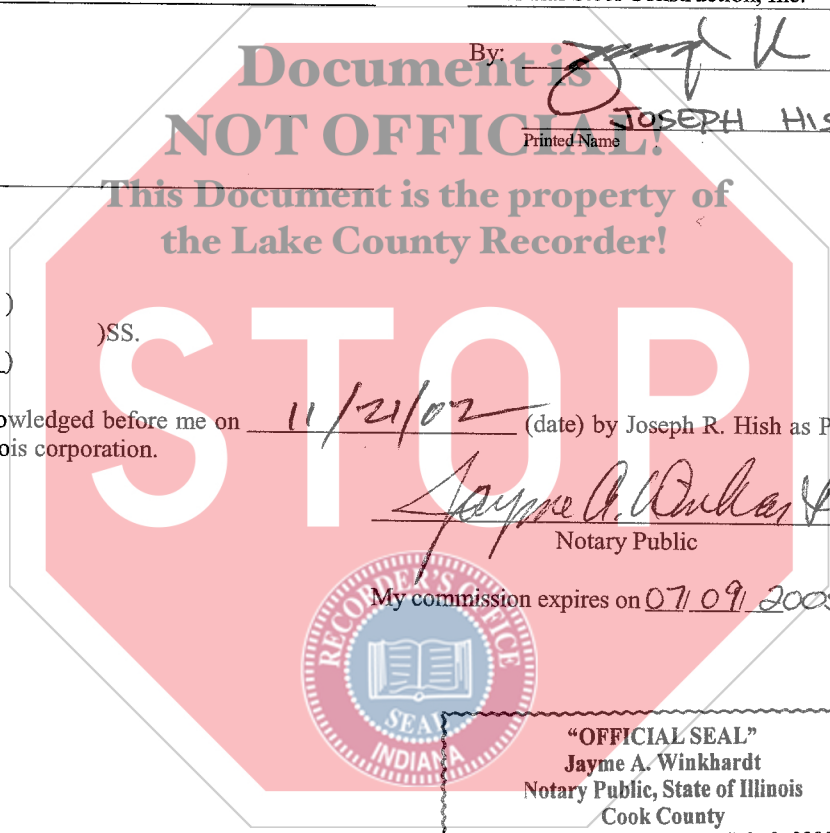
This instrument was acknowledged before me on 11/21/02 (date) by Joseph R. Hish as President of Industrial Steel Construction, Inc., an Illinois corporation.

[Signature]
Notary Public

My commission expires on 07/09/2005



"OFFICIAL SEAL"
Jayme A. Winkhardt
Notary Public, State of Illinois
Cook County
My Commission Expires July 9, 2005



ACCEPTED BY:
Bank One, NA, with its main office in
Chicago, IL

By: [Signature]
Its: VP

STATE OF ILLINOIS)
COUNTY OF COOK)SS.

This instrument was acknowledged before me on 11/21/02 (date) by Kevin J. Bolger (name of person) as Vice President (type of authority) of Bank One, NA.

[Signature]
Notary Public
My commission expires on 07/09/2005

"OFFICIAL SEAL"
Jayme A. Winkhardt
Notary Public, State of Illinois
Cook County
My Commission Expires July 9, 2005

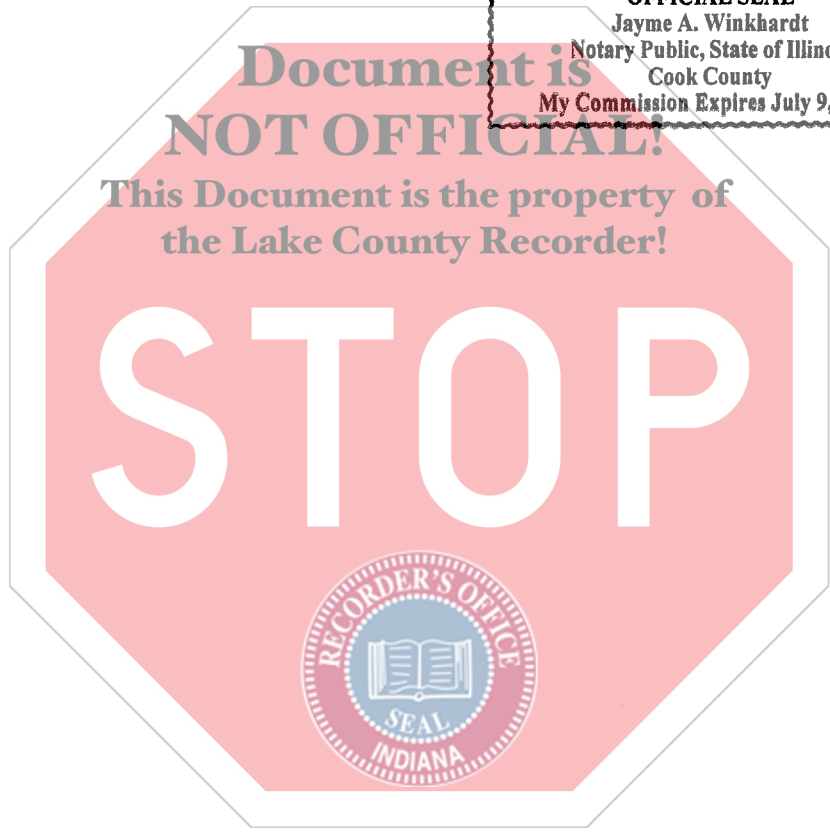


EXHIBIT "A" TO
NEGATIVE PLEDGE AGREEMENT
DATED 11/24, 2002

COMMON ADDRESS: 86 N. Bridge, Gary, Indiana 46404

PIN NO.'S: 25-40-0121-0012
 25-40-0125-0011
 25-40-0028-0002
 25-40-0121-0005
 25-40-0123-0003
 25-40-0125-0021

LEGAL DESCRIPTION:

SEE ATTACHED 4 PAGES



Legal Description for property commonly known as Renaissance
Business Park, 86 North Bridge St., Gary, Indiana 46404.

PARCEL 1

ALL that part of Section Thirty-one (31) and Thirty-two (32), Township
Thirty-seven (37) North, Range Eight (8) West of the Second Principal
Meridian in the City of Gary, Lake County, Indiana, more particularly
described as follows:

Commencing at the Southwest (SW) corner of said Section Thirty-two (32);
thence South Eighty-seven degrees, Fifty minutes Thirty-one seconds East
(S 87°50'31" E), a distance of Six Hundred Four and Six Hundredths feet
(604.06') along the South line of said Section Thirty-two (32) to the
Beginning of this parcel; thence South Eighty-seven degrees, Fifty
minutes, Thirty-one seconds East (S 87°50'31" E), a distance of Two
Hundred Thirty-six and Sixty-eight Hundredths feet (236.68'); thence
North Zero degrees, Zero minutes, Eighteen seconds East (N 00°00'18" E),
a distance of One Hundred Seventy-three and Ninety-seven hundredths
feet (173.97'); thence South Eighty-seven degrees, Five minutes, Twenty-
seven seconds East (S 87°05'27" E), a distance of Nine and Thirty-two
hundredths feet (9.32'); thence North two degrees, Fifty-four minutes,
Thirty-three seconds East (N 02°54'33" E), a distance of Fifty-five and
zero hundredths feet (55.00'); thence North Eighty-seven degrees, Five
minutes, Twenty-seven seconds West (N 87°05'27" W), a distance of Twelve
and Eleven hundredths feet (12.11'); thence North Zero degrees, Zero
minutes, Eighteen seconds East (N 00°00'18" E), a distance of Two
Thousand Two Hundred Forty-three and Thirty-four hundredths feet (2243.34')
to a point of intersection with a line running in a northwesterly
direction, south of and parallel to the south right-of-way line of the
Lake South and Michigan Southern Railway Company at a distance of Three
Hundred (300 feet) from the same (measured at right angles); thence
North Sixty-four degrees, Thirty-three minutes, Forty-two seconds West
(N 64°33'42" W), a distance of Two Thousand Three Hundred Twenty-four
and Fifteen hundredths feet (2324.15') to a concrete monument (found);
thence North Sixty-four degrees, Twenty-seven minutes, Four seconds
West (N 64°27'04" W), a distance of Two Hundred Ninety-nine and Ninety-
eight hundredths feet (299.98') to a concrete monument (found); thence
South Thirty-one degrees, Fifty-seven minutes, four seconds East
(S 31°57'04" E), a distance of Five Hundred Six and Three hundredths
feet (506.03') to a concrete monument (found); thence South Zero
degrees, Thirty-two minutes, Fifty-five seconds West (S 00°32'55" W),
a distance of Four Hundred Sixty-seven and Twenty-three hundredths
feet (467.23') to a concrete monument (found) marking the northwest
corner of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of
said Section Thirty-one (31); thence South Zero degrees, Fifty-eight
minutes, Six seconds West (S 00°58'06" W), a distance of Two Thousand
Three Hundred Sixty-nine and Thirty-eight hundredths feet (2369.38')
to the North Right-of-Way of the Indiana Toll Road; thence along the
Right-of-way line of the Toll Road on the next 11 courses, (1) by a
curve deflecting to the right having a radius of Five thousand eight
hundred forty-nine and fifty-eight hundredths (5849.58) feet, the
chord of which bears South eighty-nine degrees, thirty-one minutes,
thirty-five seconds East (S 89°31'35" E) Two hundred ninety-three
and twelve hundredths (293.12) feet southeastwardly an arc distance

GARY LOCATION

(Continued)

PARCEL 1. Continued

of Two hundred ninety-three and fifteen hundredths (293.15) feet; (2) thence by a curve deflecting to the right having a radius of Seven thousand seven hundred fifty-nine and thirty-nine hundredths (7759.39') feet, the chord of which bears South eighty-seven degrees, thirty-five minutes, twenty-six seconds East (S 87°35'26" E) One hundred thirty-five and forty-three hundredths (135.43) feet southwesterly an arc distance of One hundred thirty-five and forty-three hundredths (135.43) feet; (3) thence South Eighty-seven degrees, Five minutes, Twenty-seven seconds East (S 87°05'27" E), a distance of Two Hundred Eighty-two and Sixty-eight hundredths feet (282.68'); (4) thence North Two degrees, Fifty-four minutes, thirty-three seconds East (N 02°54'33" E), a distance of Ten and Zero hundredths (10.00'); (5) thence South Eighty-seven degrees, Five minutes, Twenty-seven seconds East (S 87°05'27" E), a distance of Five Hundred Ninety-nine and Sixty-two hundredths feet (599.62') to a concrete monument (found) on the West line of Section Thirty-two (32), said monument being Two Hundred Sixty and Forty-four hundredths feet (260.44') North of the Southwest corner of said Section Thirty-two (32); (6) thence South Eighty-seven degrees, Five minutes, twenty-seven seconds East (S 87°05'27" East), a distance of Six Hundred Fifty and Thirty-eight hundredths feet (650.38') thence South Two degrees, Fifty-four minutes, Thirty-three seconds West (South 02°54'33" W), a distance of Seventy-five and Zero hundredths feet (75.00'); (7) thence South Eighty-seven degrees, Five minutes, Twenty-seven seconds East (S 87°05'27" E), a distance of One Hundred Forty-three and Sixty-eight hundredths feet (143.68'); (8) thence South Zero degrees, Zero minutes, Eighteen seconds West (S 00°00'18" W), a distance of One Hundred Ten and Fourteen hundredths feet (110.14'); (9) thence North Eighty-seven degrees, Five minutes, Twenty-seven seconds West (N 87°05'27" W), a distance of Ninety-nine and Twenty-six Hundredths feet (99.26'); (10) thence South Fifty-five degrees, Thirteen minutes, Thirty-six seconds West (S 55°13'36" W), a distance of One Hundred Ten and Thirteen hundredths feet (110.13') to the Point of Beginning of Parcel 1, containing One Hundred Thirty-one and Five Hundred Fifty-five Thousandths acres (131.555 ac.) more or less.



LEGAL DESCRIPTION, Continued

PARCEL 3

A parcel of land lying in the Southwest Quarter (SW 1/4) of Section Thirty-two (32), Township Thirty-seven (37) North, Range Eight (8) West of the Second Principal Meridian in the City of Gary, Lake County, State of Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section Thirty-two (32); thence South Eighty-seven degrees, Fifty minutes, Thirty-one seconds East (S 87°50'31" E) Eight Hundred Forty and Seventy-four hundredths feet (840.74') along the south line of said Section Thirty-two to the East line of the land conveyed by the Gary Land Company to American Bridge Company by Deed dated January 25, 1911, recorded in Deed Record vol. 167, Page 304; thence North Zero degrees, Zero minutes, Eighteen seconds East (N 00°00'18" E) along said East line, a distance of Three Hundred Forty-three and Ninety-one hundredths feet (343.91') to the North property line of Northern Indiana Public Service Company which is the point of beginning; thence South Eighty-five degrees, Twenty-five minutes, Fifty-nine seconds East (S 85°25'59" E) along said property line, a distance of Four Hundred One and Twenty-eight hundredths feet (401.28'); thence North Zero degrees, Zero minutes, Eighteen seconds East (N 00°00'18" E), a distance of One Thousand Nine Hundred Sixty-eight and Eighty-six hundredths feet (1968.86') to the southerly Right-of-Way line of the Elgin, Joliet, and Eastern Railway Company; thence North Sixty-four degrees, Twenty-four minutes, Fifteen seconds West (N 64°24'15" W) along said Right-of-Way line, a distance of four Hundred Forty-three and forty-one hundredths feet (443.41') to the East property line of American Bridge Division, Gary Plant; thence South Zero degrees, Zero minutes, Eighteen seconds West (S 00°00'18" W) along said property line, a distance of Two Thousand One Hundred Twenty-eight and forty-seven hundredths feet (2128.47') to the Point of Beginning, containing Eighteen and Eight Hundred Twelve Thousandths acres (18.812 ac.), more or less.



LEGAL DESCRIPTION, Continued

PARCEL 4

A parcel of land lying in the Northwest Quarter (NW 1/4) of Section Five (5), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian in the City of Gary, Lake County, State of Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section Five (5); thence South Eighty-seven degrees, Fifty minutes, Thirty-one seconds East (S 87°50'31" E) along the north line of said Section Five (5), a distance of One Thousand Sixty-five and Twenty-one hundredths feet (1065.21') to the West Right-of-Way line of Bridge St. (extended) which is to Point of Beginning; thence continuing South Eighty-seven degrees, Fifty minutes, Thirty-one seconds East (S 87°50'31" E), a distance of Sixty and Three Hundredths feet (60.03'); thence South Zero degrees, Zero minutes, Eighteen seconds West (S 00°00'18" W), a distance of One Hundred Twenty-five and Nine hundredths feet (125.09'); thence North Eighty-seven degrees, Fifty minutes, Thirty-one seconds West (N 87°50'31" W), a distance of Sixty and Three hundredths feet (60.03') to the West Right-of-Way line of Bridge St.; thence North Zero degrees, Zero minutes, Eighteen seconds East (N 00°00'18" E) along the West Right-of-Way line of Bridge St. (extended), a distance of One Hundred Twenty-five and Nine hundredths feet (125.09') to the point of Beginning, containing Zero and One Hundred Seventy-two thousandths acres (0.172 ac.), more or less.

