

This instrument was prepared by,
and after recording, return to:

Raymond J. Horn III
MELTZER, PURTILL & STELLE
1515 E. Woodfield Road
Suite 250
Schaumburg, IL 60173

Real Estate Tax Index Nos.:
08-34-302-024
08-34-302-031
08-34-302-033
08-34-302-032

COOK COUNTY
RECORDER
JESSE WHITE
MAYWOOD OFFICE

Address:
1100 East Devon Avenue
Elk Grove Village, Illinois

[FOR RECORDER'S USE ONLY]

FOURTH AMENDMENT
TO SECOND AMENDED AND RESTATED LOAN AGREEMENT

This FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AGREEMENT ("Fourth Amendment") is entered into as of this 3rd day of February, 1998, by and between MAPES & SPROWL STEEL, LTD., an Illinois corporation ("Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, a/k/a LaSalle Bank N.A., f/k/a LaSalle Bank Illinois, f/k/a Comerica Bank-Illinois, and f/k/a Affiliated Bank (the "Bank").

RECITALS

WHEREAS, Borrower and the Bank have entered into that certain Second Amended and Restated Loan Agreement dated November 22, 1993 ("Restated Loan Agreement"), as amended by First Amendment to Second Amended and Restated Loan Agreement, dated December 12, 1994 ("First Amendment"), Second Amendment to Second Amended and Restated Loan Agreement, dated September 8, 1995 ("Second Amendment"), and letter agreement dated April 29, 1995 ("Letter Agreement") and Third Amendment to Second Amended and Restated Loan Agreement, dated September 1, 1996 ("Third Amendment") (the Restated Loan Agreement, First Amendment, Second Amendment, Letter Agreement and Third Amendment shall collectively be referred to as the "Loan Agreement");

WHEREAS, the Third Amendment, among other matters, authorized a loan ("Existing Loan") in the amount of \$250,000.00 from the Bank to Borrower, which Existing Loan was

of up to \$250,000.00 (the "Existing Note");

WHEREAS, the Illinois Development Finance Authority ("Issuer") has previously issued a \$5,550,000.00 aggregate principal amount of the Issuer's Adjustable Rate Economic Development Bonds (MAPES & SPROWL STEEL, LTD. - 1996 PROJECT) (the "Bonds"), in order to finance Borrower's purchase and renovation of a manufacturing facility described in **Exhibit A** attached hereto and made a part hereof and commonly known as 1100 East Devon, Elk Grove Village, Illinois ("Facility"), and the acquisition and installation of manufacturing equipment for use by Borrower at said Facility;

WHEREAS, in order to secure the timely payment of principal of and interest on the Bonds, Borrower requested and the Bank caused LaSalle National Bank (the "LOC Bank") to issue a certain irrevocable, transferable, direct pay letter of credit ("Letter of Credit"), and concurrent with the issuance of the Letter of Credit, Borrower and the Bank entered into a certain Letter of Credit and Reimbursement Agreement, dated as of December 1, 1996 ("Reimbursement Agreement"), along with a certain Commercial Mortgage, dated January 2, 1997, made by Borrower to the Bank ("Mortgage"), a certain Assignment of Rents and Leases, dated as of January 2, 1997, from Borrower to the Bank ("Assignment of Rents"), and other related documents (the Letter of Credit, Reimbursement Agreement, Mortgage and Assignment of Rents, along with the Loan Agreement and the documents evidencing and/or securing the loans described therein, shall hereinafter collectively be referred to as the "Loan Documents");

WHEREAS, Borrower has requested that the Bank amend the Loan Agreement to (a) increase the amount of the Existing Note; (b) to change the ratio of maximum debt to Tangible Net Worth (as defined in the Loan Agreement); (c) change the minimum Tangible Net Worth; and (d) add a financial covenant for minimum Working Capital;

WHEREAS, in order to effect the terms of this Fourth Amendment, the parties have agreed to amend and restate the Existing Note in its entirety whereby Borrower will execute a new note and Bank will cancel the Existing Note;

WHEREAS, the Bank has agreed to Borrower's requests as reflected in this Fourth Amendment, provided that Borrower execute and deliver to the Bank such documents and instruments required by the Bank including (a) the Amended and Restated Note (as hereinafter defined); (b) this Fourth Amendment; (c) a reaffirmation of the Amended and Restated Security Agreement (Equipment) and Amended and Restated Security Agreement (Accounts, Chattel Paper, and Inventory), both dated November 22, 1993, between Borrower and the Bank (the "Security Agreements") (which reaffirmation is hereinafter set forth); and (d) such other documents and instruments required by the Bank; and

WHEREAS, among the terms and conditions of this Fourth Amendment, Borrower will acknowledge that Borrower has failed to meet certain covenants under the Loan Documents. The Bank agrees to waive Borrower's violation of such covenants to the extent described in this

Fourth Amendment, but shall not waive its rights to enforce the terms of the Loan Documents for any other existing and/or future violations of any covenants, terms or obligations in the Loan Documents.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing premises, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. Capitalized Terms. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

3. Issuance of Amended and Restated Note. The Borrower and Bank agree that the Existing Note shall be amended and restated in its entirety and that Borrower shall execute and deliver an amended and restated note in the form attached hereto and made a part hereof as **Exhibit B** ("Amended and Restated Note") and that, upon execution and delivery by Borrower of the Amended and Restated Note and satisfaction of all other conditions contained herein, the Bank shall cancel the Existing Note and return the executed original of the Existing Note to Borrower. Such cancellation shall not be deemed and/or construed as a novation of the obligations of Borrower evidenced thereby, all of which shall remain in full force and effect as provided in the Amended and Restated Note.

4. Amendment of Loan Agreement.

(a) Subsection (e) of Section 1 of the Loan Agreement shall be amended to read in its entirety as follows:

The Bank agrees to lend to Borrower, and Borrower agrees to borrow from the Bank, at any time or from time to time during the Implementation Period (as hereinafter defined), such amount as Borrower may request, in an aggregate amount not to exceed, at any one time outstanding, \$650,000.00 in the aggregate ("\$650,000.00 Variable Rate Loan"). The "Implementation Period" shall mean that period during which Borrower installs a slitting and blanking line at the Facility, and shall end on the earlier of (i) the date \$650,000.00 is fully outstanding, or (ii) September 30, 1998 (such date referred to as the "\$650,000.00 Loan Conversion Date"). The \$650,000.00 Variable Rate Loan shall be evidenced by a certain Amended and Restated Variable Rate - Commercial Loan Note, dated as of February 3, 1998, in the aggregate principal amount of up to \$650,000.00 ("Amended and Restated Note").

Monies disbursed under the \$650,000.00 Variable Rate Loan shall be limited to one hundred percent (100%) of the invoice costs, excluding taxes and delivery charges.

for specific equipment purchases relating to the completion of the slitting and blanking line at the Facility. Borrower shall promptly deliver to the Bank all invoices supporting disbursements under the \$650,000.00 Variable Rate Loan. Until the \$650,000.00 Loan Conversion Date, Borrower will pay consecutive monthly installments of interest only commencing March 1, 1998, and on the first day of each calendar month thereafter, at a per annum rate equal to the Bank's prime rate, as announced or published by it from time to time, which rate shall change on the date or dates the Bank's prime rate changes (the "Prime Rate"). The interest accruing under this paragraph shall be immediately due and payable by Borrower to the holder of the Note and shall be additional indebtedness evidenced by the Note.

On the \$650,000.00 Loan Conversion Date, the \$650,000.00 Variable Rate Loan shall convert to a \$650,000.00 term loan, maturing on the fifth (5th) anniversary of the \$650,000.00 Loan Conversion Date ("\$650,000.00 Loan Maturity Date"), and fully amortizing over said five (5) years. Borrower agrees to pay monthly payments of principal plus accrued interest beginning on the first day of the month immediately following the \$650,000.00 Loan Conversion Date and on the first day of each month thereafter until the \$650,000.00 Loan Maturity Date. After the \$650,000.00 Loan Conversion Date, the \$650,000.00 Variable Rate Loan shall bear interest, at Borrower's option, either (i) at a floating rate equal to the Prime Rate, or (ii) at a fixed rate equal to two hundred fifty (250) basis points above the five (5) year U.S. Treasury yield in effect on the \$650,000.00 Loan Conversion Date.

(b) All references in the Loan Agreement to "\$250,000.00 Non-Revolving Note" shall be changed to reflect the terms and amount of the Amended and Restated Note.

(c) Subsection (a) of Section 4B of the Loan Agreement is hereby amended to read in its entirety as follows:

The Borrower shall maintain a ratio of Total Debt to Tangible Net Worth not to exceed (a) 6.00 to 1.00 as measured at the fiscal year-end for 1998; (b) 5.00 to 1.00 as measured at the fiscal year-end for 1999; and (c) 4.00 to 1.00, as measured as of each fiscal year-end thereafter (to be tested annually).

(d) Subsection (c) of Section 4B of the Loan Agreement is hereby amended to read in its entirety as follows:

The Borrower shall maintain a "Debt Coverage Ratio" of not less than (a) 1.00 to 1.00, as measured at the fiscal year-end for 1998; and (b) 1.25 to 1.00, as measured as of each fiscal year-end thereafter (to be tested annually). "Debt Coverage Ratio" shall mean the ratio of (x) the sum of net income plus depreciation plus amortization plus interest expense plus ESOP contributions less non financed capital expenditures to (y) the sum of current maturities plus interest expense plus the annual letter of credit fee; provided, however, that for fiscal year 1998 only, current maturities shall not include current maturities resultant from the \$650,000 Variable Rate Loan.

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(e) A new Subsection (d) of Section 4B of the Loan Agreement is added as follows:

The Borrower shall maintain a minimum Tangible Net Worth of (a) \$1,750,000 as measured at the fiscal year-end for 1998; (b) \$2,250,000 as measured at the fiscal year-end for 1999; and (c) \$2,500,000, as measured as of each fiscal year-end thereafter (to be tested annually).

(f) A new Subsection (e) of Section 4B of the Loan Agreement is added as follows:

The Borrower shall at all times maintain a minimum Working Capital of \$800,000.

5. Cross-Collateralization/Cross Default. Each of the Loan Documents, other than documents relating to the Letter of Credit, is hereby amended to add the following provision:

Borrower acknowledges and agrees that Bank has issued the LOC Bank to issue a certain irrevocable, transferable, direct pay letter of credit ("Letter of Credit") to and for the benefit of The First National Bank of Chicago, as Trustee, in an amount not exceeding \$5,611,249.00 ("Letter of Credit Amount"), and concurrent with the issuance of the Letter of Credit, Borrower and the Bank entered into a certain Letter of Credit and Reimbursement Agreement, dated as of December 1, 1996 ("Reimbursement Agreement") for reimbursement of the Letter of Credit Amount (the "Bond Loan"), along with a certain Commercial Mortgage, dated January 2, 1997, made by Borrower to the Bank ("Mortgage"), a certain Assignment of Rents and Leases, dated as of January 2, 1997, from Borrower to the Bank ("Assignment of Rents"), and other related documents ("Bond Loan Documents"). It is the intent and agreement that the Bond Loan shall be "cross-defaulted" and "cross-collateralized" with the Liabilities. Accordingly, all collateral for the Bond Loan shall secure and constitute collateral for the Liabilities, and all collateral for the Liabilities shall secure and constitute collateral for the Bond Loan. Any "default" or "event of default" under the documents evidencing and/or securing the Bond Loan shall constitute a "default" or "event of default" under the documents evidencing and/or securing the Liabilities and any "default" or "event of default" under the documents evidencing and/or securing the Liabilities shall constitute a "default" or "event of default" under the documents evidencing and securing the Bond Loan.

6. Other Conforming Amendments. The Loan Documents are hereby amended to reflect the terms of this Fourth Amendment including, without limitation, the amendment and restatement of the Existing Note through the issuance of the Amended and Restated Note.

7. Failure to Meet Covenants: Waiver.

a. Borrower acknowledges that Borrower has violated the terms of the following covenants contained in the Loan Documents (a) maintenance of a ratio of total Debt to Tangible Net Worth as measured as of each fiscal year-end, of 3.750 to 1.000 (actual was 5.021 to 1.000 as of April 30, 1997); and (b) make any loans to any officer, shareholder, director or employee of the Borrower in excess of \$50,000 in the aggregate as measured as of each fiscal year-end (actual was \$77,804 as of April 30, 1997). Accordingly, Borrower has violated the terms of Subsection (a) of Section 4B of the Loan Agreement and Subsection (c) of Section 7 of the Loan Agreement, respectively (such violations referred to as the "1997 Covenant Violations"). Borrower hereby acknowledges that, other than the 1997 Covenant Violations, no violation of any covenant, term or obligation under the Loan Documents has occurred and/or is occurring as of the date hereof.

b. The Bank hereby waives any Event of Default arising from the 1997 Covenant Violations. Such waiver shall not be deemed and/or construed as a waiver of any other violation or breach by Borrower of or under the terms of the Loan Documents and/or as a limitation of the rights or remedies of the Bank with respect thereto. Such waiver shall not limit and/or prevent the Bank from enforcing a violation or other nonobservance of the terms of the Loan Documents, including, without limitation, a violation of Section 4B(a) or Section 7(c) of the Loan Agreement occurring after the fiscal year-end for 1997.

8. Confirmation. In order to induce the Bank to enter into this Fourth Amendment, Borrower hereby represents and warrants to the Bank that as of the date hereof, each of the representations and warranties set forth in the Loan Agreement and the Loan Documents, each as amended hereby, are true and correct and Borrower is in full compliance with all of the terms and conditions of the Loan Agreement and Loan Documents, each as amended hereby, and no event of default under the Loan Agreement and the Loan Documents, each as amended hereby, or any other event which with the lapse of time, the giving of notice or both would constitute such an event of default has occurred and is continuing.

9. Reaffirmation. Borrower acknowledges and agrees that (a) the Security Agreements are, and shall hereafter remain, in full force and effect, and that the Collateral is and shall remain subject to the liens and security interests granted and provided for by the Security Agreements for the benefit and security of all Indebtedness as defined in the Security Agreements (including, without limit, the full and punctual payment of the Amended and Restated Note, the Line of Credit and all other Indebtedness), and (b) the rights and remedies of the Bank under the Security Agreements, all obligations of Borrower thereunder, and all liens and security interests created or provided for thereunder shall be and remain in full force and effect and shall not be affected, impaired or discharged hereby.

10. Additional Requirements. The obligations of the Bank to make any further disbursements under the loans evidenced by the Loan Documents shall be subject to Borrower

and others having delivered, or having caused to be delivered, to the Bank, the following items, all of which shall be in form and substance acceptable to the Bank:

- (a) This Fourth Amendment, executed by all parties (other than the Bank);
- (b) Execution of the Amended and Restated Note;
- (c) Execution of that certain Reaffirmation of Guaranty and Consent that is made part of this Fourth Amendment by the Lewis B. Hamity and Gary L. Hamity;
- (d) An Endorsement to the Loan Policy issued by First American Title Insurance Company, dated January 3, 1997 (Policy No. N9600961), insuring the Mortgage which (i) extends the effective date of the Loan Policy to the date of recording of this Fourth Amendment, (ii) reflects the issuance of the Amended and Restated Note by the Bank, and (iii) raises no exceptions or other matters to title which are objectionable to the Bank; and
- (e) Such other documents as the Bank may reasonably require.

11. Loan Expenses. In addition to the loan expenses described in the Loan Agreement, as amended, and other Loan Documents, Borrower hereby agrees to pay all expenses, charges, costs and fees hereby relating to the amendment of the Loan Agreement and other Loan Documents, including the Bank's reasonable attorneys' fees in connection with the negotiation and documentation of the agreements contained in this Fourth Amendment, all recording fees and charges, if any, title insurance charges and premiums, if any, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Fourth Amendment (collectively, the "Additional Loan Expenses").

12. Representations and Warranties. Borrower represents and warrants to the Bank that: (i) Borrower has full power and authority to execute and deliver this Fourth Amendment and to perform its obligations hereunder; (ii) upon the execution and delivery of this Fourth Amendment, it and the Loan Documents, as amended by this Fourth Amendment, shall be valid, binding and enforceable upon Borrower in accordance with their terms; (iii) execution and delivery of this Fourth Amendment does not and will not contravene, conflict with, violate or constitute a default under the articles of incorporation and by-laws creating and governing Borrower or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which Borrower is a party or by which it is bound or which is binding upon or applicable to the Facility, or any portion thereof; (iv) other than the 1997 Covenant Violations described in Section 7 hereof, no default or event or condition which would become a default with the giving of notice and/or the passage of time, exists under the Loan Documents, as amended by this Fourth Amendment; (v) there is not any condition, event, or circumstance

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existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower or the Facility, or which would prevent Borrower from complying with or performing its obligations under the Loan Documents, as amended by this Fourth Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

13. Miscellaneous.

(a) Except as expressly amended herein, the Loan Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

(b) This Fourth Amendment shall be binding on Borrower and its successors and permitted assigns, and shall inure to the benefit of the Bank, its successors and assigns.

(c) This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties hereto have caused this Fourth Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

MAPPS & SPROWL STEEL, LTD.,
an Illinois corporation

By: Gary L. Humity
Gary L. Humity, President

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Thomas W. Ryan
Thomas W. Ryan, First Vice President

REAFFIRMATION OF GUARANTY AND CONSENT


The undersigned, LEWIS B. HAMITY, individually, and GARY L. HAMITY, individually (collectively, "Guarantors"), who have previously executed a Continuing Guaranty Agreement, dated November 22, 1993 (the "Guaranty"), in favor of the Bank, hereby irrevocably consent to all of the terms of the above Fourth Amendment to Second Amended and Restated Loan Agreement dated as of February 3, 1998, by and between Borrower and the Bank ("Amendment"), and to Borrower's execution, delivery and performance of the following documents (collectively, the "New Loan Documents") (a) the Amendment, and (b) that certain Amended and Restated Variable Rate - Commercial Loan Note, dated as of February 3, 1998, attached to the Amendment as **Exhibit B**.

The undersigned have reviewed the New Loan Documents in their entirety and fully understand their terms and provisions.

To induce the Bank to consummate the transactions contemplated by the New Loan Documents, the Guarantors represent and warrant to the Bank with the intent that the Bank rely thereon, as follows:

1. The Guaranty is in full force and effect and is binding and enforceable against the Guarantors in accordance with its terms;
2. The liability of the Guarantors to the Bank under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by Borrower's execution, delivery or performance of the New Loan Documents or any other documents executed in connection therewith;
3. The Guarantors hereby restate and reaffirm all terms and provisions of the Guaranty as if set forth in full herein.

Dated as of: February 3, 1998


LEWIS B. HAMITY, individually

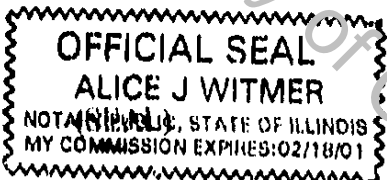

GARY L. HAMITY, individually

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ALICE WITMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary L. Hamity, the President of MAPES & SPROWL STEEL, LTD., an Illinois corporation ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AGREEMENT as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3RD day of February, 1998.



Alice J. Witmer
NOTARY PUBLIC

My Commission expires: 2/18/01

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ALICE WITMER , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GARY L. HAMITY, individually, who is personally known to me to be the same person whose name is subscribed to the foregoing REAFFIRMATION OF GUARANTY AND CONSENT, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 3RD day of February, 1998.



Alice J Witmer
.....
NOTARY PUBLIC

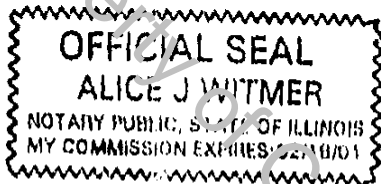
My commission expires: 02/18/01

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ALICE WITMER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT LEWIS B. HAMITY, individually, who is personally known to me to be the same person whose name is subscribed to the foregoing REAFFIRMATION OF GUARANTY AND CONSENT, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 3RD day of February, 1998.



[SEAL]

Alice J. Witmer
NOTARY PUBLIC

My commission expires: 02/18/01

COOK COUNTY CLERK'S OFFICE

COOK County Clerk's Office

COOK COUNTY CLERK'S OFFICE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ALICE WITMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas W. Ryan, the First Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AGREEMENT as such First Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3RD day of February, 1998.



Alice Witmer
NOTARY PUBLIC

My Commission expires: 02/18/01

COOK County Clerk's Office

EXHIBIT A

Legal Description of Premises

PARCEL 1:

LOT 306 IN CENTEX INDUSTRIAL PARK, UNIT 182, BEING A SUBDIVISION IN THE SOUTH ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-34-302-024 (Affects the West ½ of Lot 306)
08-34-302-031 (Affects the North 80 feet of the East 190 feet of Lot 306)
08-34-302-033 (Affects the South 200 feet of the East 100 feet of Lot 306)
08-34-302-052 (Affects the Remainder of Lot 306)

155590308Fourth Amendment

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EXHIBIT B**AMENDED AND RESTATED
VARIABLE RATE - COMMERCIAL LOAN NOTE**

\$650,000.00

As of February 3, 1998
Chicago, Illinois

FOR VALUE RECEIVED, and pursuant to a certain Fourth Amendment to Second Amended and Restated Loan Agreement, dated as of February 3, 1998 ("Fourth Amendment"), by and between MAPES & SPROWL STEEL, LTD., an Illinois corporation ("Borrower"), and LASALLE BANK, NATIONAL ASSOCIATION, a national banking association, a/k/a LaSalle Bank N.A., f/k/a LaSalle Bank Illinois, f/k/a Comerica Bank-Illinois, f/k/a Affiliated Bank (the "Bank"), Borrower hereby promises to pay to the order of the Bank, or order, the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00), or such lesser sum as is indicated on the Bank's records, plus interest computed on the basis of the actual number of days elapsed in a year of 360 days. Until the \$650,000.00 Loan Conversion Date (as defined in the Fourth Amendment), the rate of interest ("Loan Rate") shall be equal to the Bank's prime rate, as announced or published by it from time to time, which rate shall change on the date or dates the Bank's prime rate changes (the "Prime Rate"). After the \$650,000.00 Loan Conversion Date, the Loan Rate shall be, at Borrower's option, at either (i) the Prime Rate or (ii) at a fixed rate equal to two hundred fifty (250) basis points above the five (5) year U.S. Treasury yield in effect on the \$650,000.00 Loan Conversion Date. Each change in the Prime Rate will immediately change the Loan Rate if the Prime Rate is chosen and in effect hereunder. If Borrower fails to elect a rate on or prior to the \$650,000.00 Loan Conversion Date, the Loan Rate shall be the Prime Rate.

In no event shall the interest rate exceed the maximum rate allowed by law; any interest payment which would for any reason be deemed unlawful under applicable law shall be applied to principal.

Interest will be computed on the unpaid principal balance hereof from the date of each borrowing.

Until the \$650,000.00 Loan Conversion Date, Borrower will pay consecutive monthly installments of interest only commencing March 1, 1998, and on the first day of each calendar month thereafter. Beginning on the Loan Conversion Date, the Loan will convert to a five (5) year term loan ("Term"). After the \$650,000.00 Loan Conversion Date, Borrower will pay monthly payments of principal plus accrued interest as determined by the outstanding principal balance of the loan on the \$650,000.00 Loan Conversion Date, the Loan Rate and the Term.

After the \$650,000.00 Loan Maturity Date (as defined in the Fourth Amendment) (including the earlier acceleration of the indebtedness evidenced by this Note), or if said

indebtedness has not been accelerated, during any period in which an Event of Default (as hereinafter defined) exists under this Note or any of the Loan Documents (as defined in the Fourth Amendment), Borrower shall pay interest on the balance of principal remaining unpaid during any such period at an annual rate equal to four percent (4%) plus the Loan Rate. The interest accruing under this paragraph shall be immediately due and payable by Borrower to the holder of this Note and shall be additional indebtedness evidenced by this Note.

In the event any payment of interest or principal due hereunder is not made when any such payment is due in accordance with the terms hereof, then, in addition to the payment of the amount so due, Borrower shall pay to the Bank a "late charge" equal to five percent (5%) of the amount overdue or Twenty-Five and No/100 Dollars (\$25.00), whichever is greater, in order to defray part of the cost of collection and handling such late charge. Borrower agrees that the damages to be sustained by the holder hereof for the detriment caused by any late payment is extremely difficult and impractical to ascertain, and that the amount of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of the amount overdue is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

All payments of principal and interest hereunder shall be paid in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made in such place as the Bank or the legal holder or holders of this Note may from time to time appoint, and in the absence of such appointment, then at the offices of the Bank, 4747 West Irving Park Road, Chicago, Illinois 60641. Payment submitted in funds not available until collected shall continue to bear interest until collected. If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Illinois, the due date thereof shall be extended to the next succeeding business day, and interest shall be payable thereon at the then applicable interest rate during such extension.

Borrower acknowledges and agrees (i) that this Note evidences a business loan for the purpose of financing a commercial enterprise carried on for the purpose of investment or profit within the purview of Section 205/4, Chapter 815, of the Illinois Compiled Statutes and is not subject to any usury law or limitation of the State of Illinois, and (ii) the obligation evidenced by this Note is an exempt transaction under the Federal Truth-in-Lending Act, 15 U.S.C. Section 1601, et seq.

The Bank has approved a credit facility to Borrower in a principal amount not to exceed the face amount of this Note. The credit facility is in the form of advances made from time to time by the Bank to Borrower. This Note evidences Borrower's obligation to repay those advances. The aggregate principal amount of debt evidenced by this Note shall be the amount reflected from time to time in the records of the Bank but shall not exceed the face amount of this Note. This Note amends and restates in its entirety that certain Variable Rate - Commercial Loan Note, dated September 1, 1996, made by Borrower to the Bank.

This Note evidences a debt under the terms of the Fourth Amendment and the Loan Documents, and is entitled to the benefits of and subject to the provisions of the Fourth Amendment and the Loan Documents. The Loan Documents, among other things, contain provisions for acceleration of the maturity of this Note upon the happening of certain stated events and also for prepayments on account of the principal hereof prior to the maturity hereof upon the terms and conditions specified in the Loan Agreement as may be amended from time to time.

To secure the payment of this Note, Borrower's Liabilities (as defined in the Loan Documents) and any other present or future liability of Borrower to the Bank, whether several, joint, or joint and several, Borrower has pledged and granted to the Bank a continuing security interest in all assets of Borrower including, without limitation, all additions, substitutions, increments, proceeds and products, whether now owned or later acquired ("Collateral").

Regardless of the adequacy of the Collateral, any deposits or other sums at any time credited by or payable or due from the Bank to Borrower, or any monies, cash, cash equivalents, securities, instruments, documents or other assets of Borrower in the possession or control of the Bank or its bailee for any purpose, may be reduced to cash and applied by the Bank to or set off by the Bank against the amounts due hereunder.

Borrower agrees to deliver to the Bank immediately upon the Bank's demand, such additional collateral as the Bank may request from time to time should the value of the Collateral (in the Bank's sole and exclusive opinion) decline, deteriorate, depreciate or become impaired, or should the Bank deem itself insecure for any reason whatsoever, including, without limitation, a change in the financial condition of Borrower or any party liable with respect to Borrower's Liabilities, and does hereby grant to the Bank a continuing security interest in such other collateral, which shall be deemed to be a part of the Collateral. Borrower shall execute and deliver to the Bank, at any time upon the Bank's demand, all agreements, instruments, documents and other written matter that the Bank may request, in form and substance acceptable to the Bank, to perfect and maintain perfected the Bank's security interest in the Collateral or any additional collateral. Borrower agrees that a carbon, photographic or photostatic copy, or other reproduction, of this Note or of any financing statement, shall be sufficient as a financing statement.

The Bank may take, and Borrower hereby waives notice of, any action from time to time that the Bank may deem necessary or appropriate to maintain or protect the Collateral, and the Bank's security interest therein, and in particular the Bank may at any time (i) transfer the whole or any part of the Collateral into the name of the Bank or its nominee; (ii) collect any amounts due on Collateral directly from persons obligated thereon; (iii) take control of any proceeds and products of Collateral; and/or (iv) sue or make any compromise or settlement with respect to any Collateral. Borrower hereby releases the Bank from any and all causes of action or claims which Borrower may now or hereafter have for any asserted loss or damage to Borrower claimed to be caused by or arising from: (a) the Bank's taking any action permitted by this paragraph; (b) any

failure of the Bank to protect, enforce or collect in whole or in part any of the Collateral; and/or (e) any other act or omission to act on the part of the Bank, its officers, agents or employees, except for willful misconduct.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note: The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

(a) the failure by Borrower to make payment of principal or interest or payment of any other amount due to the Bank under this Note, when any such payment is due in accordance with the terms hereof, or the failure of Borrower to make payment of any amount due to the Bank under any of the other Loan Documents when due in accordance with the terms thereof; or

(b) the occurrence of any one or more of the "Events of Default" under Section 11 of the Loan Agreement (as defined in the Fourth Amendment); or

(c) the occurrence of an "Event of Default" under any of the Loan Documents other than the Loan Agreement; or

(d) The death, dissolution or legal incompetency, as applicable, of any of the Guarantors.

Upon the occurrence of an Event of Default, at the Bank's option, without notice by the Bank to or demand by the Bank of Borrower: (i) all of Borrower's Liabilities shall be immediately due and payable; (ii) the Bank may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant jurisdiction and any other applicable law upon default by a debtor; (iii) the Bank may enter, with or without process of law and without breach of the peace, any premises where the Collateral is or may be located, and may seize or remove the Collateral from said premises and/or remain upon said premises and use the same for the purpose of collecting, preparing and disposing of the Collateral; and/or (iv) the Bank may sell or otherwise dispose of the Collateral at public or private sale for cash or credit; provided, however, that Borrower shall be credited with the net proceeds of any such sale only when the same are actually received by the Bank. The rights, remedies and powers of the holder hereof, as provided in this Note, the Loan Agreement and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against Borrower, any guarantor hereof, the Collateral, and any other security given at any time to secure the repayment hereof, all at the sole discretion of the holder hereof. If any suit or action is instituted or attorneys are employed to collect this Note or any part thereof, Borrower promises and agrees to pay all costs of collection, including attorneys' fees and court costs.

The Borrower is liable to the Bank for all costs and expenses of every kind incurred in the making or collection of this Note, including, without limitation, reasonable attorneys' fees and court costs. These costs and expenses shall include, without limitation, any costs or expenses incurred by the Bank in any bankruptcy, reorganization, insolvency or other similar proceeding.

Each endorser and any other party liable on this Note severally waives demand, presentment, notice of dishonor and protest, and consents to any extension or postponement of time of its payment without limit as to the number or period, to any substitution, exchange or release of all or any part of the Collateral, to the addition of any party, and to the release or discharge of, or suspension of any rights and remedies against, any person who may be liable for the payment of this Note. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by the Bank of any right or remedy shall preclude any other future exercise of it or the exercise of any right or remedy. No waiver or indulgence by the Bank of any default shall be effective unless in writing and signed by the Bank, nor shall a waiver on one occasion be construed as a bar to or waiver of that right on any future occasion.

This Note shall be binding on Borrower and its successors, and shall inure to the benefit of the Bank, its successors and assigns. Any reference to the Bank shall include any holder of this Note. This Note is delivered in the State of Illinois and governed by Illinois law. This Note and any related loan documents embody the entire agreement between Borrower and the Bank regarding the terms of the loan evidenced by this Note and supersede all oral statements and prior writings relating to that loan.

TO INDUCE BANK TO ACCEPT THIS NOTE, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS NOTE SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS.

BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST BORROWER BY THE BANK IN ACCORDANCE WITH THIS PARAGRAPH.

In the event one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

The Bank shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or any beneficiary thereof or of any lessee, operator, concessionaire or licensee of Borrower or any beneficiary thereof in the conduct of their

respective businesses, and by the execution of this Note, Borrower agrees to indemnify, defend, and hold the Bank harmless from and against any and all damages, costs, expenses and liability that may be incurred by the Bank as a result of a claim that the Bank is such partner, joint venturer, agent or associate.

WAIVER OF JURY TRIAL: The Bank and Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Note or any related instrument or agreement or any of the transactions contemplated by this Note or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. Neither the Bank nor Borrower shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or Borrower except by a written instrument executed by both of them.

Borrower has executed this Note as of the day and year first written above.

Address:
1100 East Devon
Elk Grove Village, Illinois 60007

MAPES & SPROWL STEEL, LTD.,
an Illinois corporation

By: _____
Gary L. Hamity, President

155591030 Amended and Restated Note