

The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below.



**/S/ RUSS KENDIG**

**Russ Kendig**  
**United States Bankruptcy Judge**

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

In re:	)	Chapter 11
	)	
SCHWAB INDUSTRIES, INC., <i>et al.</i> ,	)	
	)	Jointly Administered Under
	)	Case No. 10-60702-rk
	)	
Debtors.	)	Judge Russ Kendig

**INTERIM ORDER (I) AUTHORIZING POST-PETITION SECURED  
SUPERPRIORITY FINANCING PURSUANT TO BANKRUPTCY CODE SECTIONS  
105, 361, 362, 363(C), 363(E), 364(C)(1), 364(C)(2), 364(C)(3), 364(D) AND 364(E), (II )  
GRANTING ADEQUATE PROTECTION PURSUANT TO SECTIONS 361, 363 AND  
364 OF THE BANKRUPTCY CODE, (III) MODIFYING THE AUTOMATIC STAY AND  
(IV) SETTING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001**

THIS MATTER having come before the Court upon the Motion (the "Motion") of Schwab Industries, Inc. and its affiliated debtors, as debtors in possession (collectively, the "Debtors"),<sup>1</sup> for entry of an interim (the "Order") and a final order (the "Final")

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: (i) Schwab Industries, Inc. (2467); (ii) Medina Cartage Co. (9373); (iii) Medina Supply Company (3995); (iv) Quality Block & Supply, Inc. (2186); (v) O.I.S. Tire, Inc. (7525); (vi) Twin Cities Concrete Company (9196); (vii) Schwab Ready-Mix, Inc. (8801); (viii) Schwab Materials, Inc. (8957); and (ix) Eastern Cement Corp. (7232).

Order”), pursuant to sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1) and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), seeking, *inter alia*:

(1) authorization for the Debtors to obtain emergency post-petition debtor-in-possession financing on an interim basis, subject and pursuant to the terms of this Order and that certain Commitment Letter, as amended from time to time (the “Commitment Letter”) in the form attached as Exhibit ”A” to this Order, by and between the Debtors and EFO Financial Group, LLC, which interest as lender has now been assigned to Naples Lending Group, L.C. (the “DIP Lender” and, together with the Debtors, the “Parties” ), and any related documents required to be delivered by or in connection with the DIP Loan (any such related documents and all other “Loan Documents” as defined by the Commitment Letter, together with the Commitment Letter hereinafter collectively being called the “DIP Loan Documents”);

(2) approval of the terms and conditions of the DIP Loan Documents, and authorization for the Debtors, to execute and enter into the DIP Loan Documents and perform such other and further acts as may be required in connection with the DIP Loan Documents;

(3) authorization for the Debtors to obtain debtor-in-possession super-priority financing under the DIP Loan Documents (all such financing, loans, extensions of credit and other indebtedness, including interest and fees in connection therewith, shall hereinafter be referred to as the “Post-Petition Advances”), which financing and indebtedness, due and owing by the Debtors to the DIP Lender, subject to the Carve-Out (as defined below) shall: (a) pursuant to section 364(c)(1) of the Bankruptcy Code, have priority over any and all administrative expenses of the kind specified in or created or awarded pursuant to, *inter alia*,

sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b) and 726 of the Bankruptcy Code; (b) pursuant to section 364(d)(1) of the Bankruptcy Code, be secured by a first priority priming lien and security interest in (i) the Pre-Petition Collateral (as defined below) with respect to the liens and security interests of the Pre-Petition Lenders (as defined below) and (ii) any other liens perfected under applicable law as of the Petition Date; and (c) pursuant to section 364(c)(2) of the Bankruptcy Code, be secured by a first priority lien and security interest in any and all Collateral (as defined below) ,including, without limitation, any such Collateral acquired or generated by the Debtors or their estates after the Petition Date (as defined below), but specifically excluding all avoidance actions arising under chapter 5 of the Bankruptcy Code and any segregated proceeds thereof).

(4) modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent reasonably necessary to permit the DIP Lender and the Debtors to implement, as permitted by this Order, the terms of this Order;

(5) authorization for the Debtors, after an emergency interim hearing on or before March 2, 2010 (the "Interim Hearing") on the Motion pursuant to Bankruptcy Rule 4001(c)(2) to obtain from the DIP Lender debtor-in-possession super-priority financing up to the maximum amount of \$18,308,655, under the terms and conditions as set forth in the DIP Loan Documents and this Order pending a final hearing on the Motion (the "Final Hearing") at which the Debtors will seek entry of a Final Order approving post-petition financing up to the maximum amount of \$18,308,655 (inclusive of amounts advanced under this Order under the terms of the Commitment, and otherwise on terms substantially identical to those contained in this Order) funded in three separate advances, in accordance with Bankruptcy Rules 4001(b) and (c) and other applicable rules and statutes;

(6) authorization for the Debtors to grant adequate protection to all creditors claiming a security interest in the Collateral, including, without limitation, the Pre-Petition Lenders with respect to the: (a) Amended and Restated Credit and Security Agreement among the Debtors and KeyBank National Association, as administrative agent and as a lender, and the lenders party thereto (collectively, the "Pre-Petition Lenders"), dated as of October 18, 2007 (as amended, restated or otherwise modified, from time to time, the "Pre-Petition Credit Agreement"); (b) revolving credit obligations (collectively, the "Pre-Petition Revolving Credit Obligations") arising under the Revolving Credit Note (as defined in the Pre-Petition Credit Agreement), as the same have been, and may from time to time hereafter be amended, restated or otherwise modified; (c) letter of credit obligations (collectively, the "Pre-Petition Letter of Credit Obligations") arising under the Pre-Petition Credit Agreement, as the same have been, and may from time to time hereafter be amended, restated or otherwise modified; (d) term loan obligations (collectively, the "Pre-Petition Term Loan Obligations") arising under the Term Loan A Note and Term Loan B (as defined in the Pre-Petition Credit Agreement); and (e) guaranty of payment obligations arising under, inter alia, Term Loan Guaranty of Payment (as defined in the Pre-Petition Credit Agreement) (the "Guaranty of Payment Obligations") (collectively, the Pre-Petition Credit Agreement, the Pre-Petition Revolving Credit Obligations, the Pre-Petition Letter of Credit Obligations, the Pre-Petition Term Loan Obligations, the Guaranty of Payment Obligations and all collateral, security, pledge and ancillary documents executed in connection therewith at any time, including without limitation, the Pre-Petition Liens (defined below), shall hereinafter be collectively referred to as the "Pre-Petition Loan Documents") to the extent of any diminution in the value of the Pre-Petition Collateral (as hereinafter defined) in which the Pre-Petition Lenders hold valid and perfected liens and security interests as of the Petition Date

(as defined below), as set forth in the Pre-Petition Loan Documents, resulting from (1) the priming liens and security interests to be granted herein to the DIP Lender pursuant to section 364(d) of the Bankruptcy Code, (2) the use, sale or lease of collateral other than cash collateral, (3) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, or (4) the administration of these Cases (as defined below);

(7) to schedule the Final Hearing; and

(8) grant of such other and further relief as the Court deems necessary, appropriate, equitable, proper, and consistent with the terms of this Order, the Motion and the DIP Loan Documents; and due deliberation having been had; and sufficient cause appearing therefore:

**THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:**

A. On February 28, 2010 (the “Petition Date”), the Debtors filed voluntary petitions for relief with this Court under chapter 11 of the Bankruptcy Code (the “Cases”). The Debtors are in possession of their property, and are operating and managing their businesses as debtors in possession pursuant sections 1107 and 1108 of the Bankruptcy Code. As of the date of this Order, no official committee of unsecured creditors has been appointed pursuant to section 1102 of the Bankruptcy Code.

B. This Court has jurisdiction over the Cases and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2).

C. All findings of fact and conclusions of law set forth in this Order shall be of an interim nature, provided that such findings and conclusions shall be effective and binding to the extent of moneys used, advanced or lent and super-priority liens in the Collateral granted to the DIP Lender to secure such funds pursuant to this Order.

D. The Debtors are obligated to the Pre-Petition Lenders pursuant to the Pre-Petition Loan Documents;

E. To secure the Pre-Petition Obligations (as defined below) under the Pre-Petition Loan Documents, the Debtors granted to the administrative agent, for the benefit of the Pre-Petition Lenders, security interests in all of the Debtors' Collateral (as defined in the Pre-Petition Loan Documents), including without limitation, all existing and future personal property, Accounts, instruments, contract rights, supporting obligations, chattel paper, documents, Investment Property, Intellectual Property, letter-of-credit rights, Pledged Notes, Pledged Securities, commercial tort claims, stock, General Intangibles, Inventory and Equipment, funds now or hereafter on deposit in the Cash Collateral Account, Cash Security, real property, and Proceeds of any of the foregoing (collectively, the "Pre-Petition Collateral"). For purposes of the foregoing, the defined terms shall have the meaning ascribed to them in the Pre-Petition Loan Documents. All of the foregoing liens and security interests shall be referred to herein as the "Pre-Petition Liens."

F. The authority granted herein to enter into the DIP Loan Documents and obtain funds thereunder is critical to avoid immediate and irreparable harm to the Debtors and their assets, businesses and business relationships. The entry of this Order is in the best interests of the Debtors' respective estates and their creditors as its implementation will, among other things, provide working capital necessary to sustain the operation of the Debtors' existing businesses and avoid an immediate liquidation, as well as to preserve the going concern value of the Debtors' assets pending such further disposition as may be appropriate.

G. The Debtors are presently unable to obtain, in the ordinary course of their businesses or otherwise, unsecured credit allowable under sections 364(a) or 364(b) of the

Bankruptcy Code, or secured credit pursuant to sections 364(c) or 364(d) of the Code, except from the DIP Lender on the terms and conditions contained in this Order. The DIP Lender has indicated a willingness to provide the Debtors with certain loans as contemplated herein, but solely on the terms and conditions set forth in this Order and the DIP Loan Documents. After considering all of the alternatives, the Debtors have concluded, in the exercise of their best and reasonable business judgment, that the interim financing to be provided by the DIP Lender under the terms of this Order represents the best working capital financing available to the Debtors under the circumstances.

H. Based on the Motion and the record of the Interim Hearing, the terms of the interim postpetition financing authorized hereby are fair and reasonable under the circumstances involved in these Cases, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

I. Based on the Motion and the record of the Interim Hearing, good cause has been shown for the entry of this Order and the Court concludes that entry of this Order is in the best interests of the Debtors and their estates and creditors. Among other things, entry of this Order will, pending such disposition of the Debtors' assets as may be determined to be appropriate, minimize disruption of the Debtors' business and operations and permit the Debtors to meet payroll and other operating expenses, obtain needed supplies, and retain customer and supplier confidence by demonstrating an ability to maintain normal operations. The financing arrangement authorized hereunder is vital to the Debtors' estates and operations. Consummation of such financing therefore is in the best interests of the Debtors' estates.



J. Based on the Motion and the record of the Interim Hearing, the Court finds that the DIP Lender and the Debtors have negotiated the terms and conditions of this Order and the DIP Loan Documents in good faith and at arm's length, and any credit extended by the DIP Lender and liens imposed on the Collateral on or after the date of entry of this Order pursuant to the terms of the DIP Loan Documents and this Order, shall be and hereby is, deemed to have been extended in "good faith" for purposes of section 364(e) of the Bankruptcy Code.

K. All of the Post-Petition Obligations (as defined below) incurred and transfers made pursuant to this Order and the DIP Loan Documents are made for "fair consideration" and "reasonably equivalent value," as such terms are used in section 548 of the Bankruptcy Code or any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law.

L. The Debtors have provided adequate and sufficient notice of the Interim Hearing and the relief requested in the Motion by providing expedited notice to (i) the Office of the United States Trustee for the Northern District of Ohio (the "U.S. Trustee"); (ii) the Pre-Petition Lenders; (iii) the DIP Lender; (iv) creditors holding the 30 largest unsecured claims against each of the Debtors as identified in the Debtors' chapter 11 petitions pursuant to Bankruptcy Rule 1007(d); (v) the Internal Revenue Service, the State of Florida Department of Revenue and the Ohio Department of Taxation; (vi) all known guarantors of the Debtors' obligations pursuant to the Pre-Petition Loan Documents; (vii) all equity security holders of the Debtors, (viii) all entities with whom the Debtors have an executory contract pertaining to an interest in land, and (ix) all other known holders, if any, of secured claims against any of the Debtors' assets and notice by regular mail to all other parties in interest in each of the Debtors' individual cases. In addition, a copy of this Order shall be served by Debtors' counsel on all parties in interest in



each of the Debtors' individual cases. Such notice is appropriate, adequate and proper under the circumstances involved in these Cases and it complies with the requirements of sections 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 4001(c).

**BASED ON THE FOREGOING, IT IS HEREBY ADJUDGED, ORDERED AND  
DECREED:**

1. The Motion for interim approval shall be, and hereby is, approved, subject to the terms and conditions set forth in this Order. Any objections that have not previously been withdrawn are hereby overruled. This Order shall become effective immediately upon its entry.

2. Subject to the terms and conditions contained in this Order, the Debtors are hereby authorized and directed to execute and deliver to the DIP Lender, the DIP Loan Documents and such additional documents, instruments and agreements as may be required to effectuate the purposes of this Order. Each of the Debtors is authorized and directed to comply with and perform all of the terms and conditions contained therein. The failure to reference or discuss any particular provision of the DIP Loan Documents in this Order shall not affect the validity or enforceability of any such provision and the DIP Loan Documents are hereby approved in their entirety and are incorporated herein by reference.

3. Without limiting the foregoing, subject to the terms of the DIP Loan Documents, the Budget (as defined below) and this Order, the Debtors are immediately authorized to borrow money constituting Post-Petition Advances under and pursuant to the terms of the DIP Loan Documents, on an interim basis, in a maximum amount not to exceed \$3,500,000. This authorization is without prejudice to the Debtors' right to request authorization at the Final Hearing on the Motion to borrow funds in greater amounts as are permissible under the DIP

Loan Documents and the Budget, up to a maximum amount of \$18,308,655 (the "Maximum Loan Amount").

4. Subject to the terms and conditions contained in DIP Loan Documents and this Order, the Debtors may use Post-Petition Advances to (i) fund operating and maintenance costs and other general corporate purposes as set forth in and limited by the budget attached hereto as Exhibit B (the "Budget"), or as otherwise agreed upon by the DIP Lender in writing, and (ii) pay, as set forth in and limited by the Budget, or as otherwise agreed upon by the DIP Lender in writing, all fees and expenses as provided under the DIP Loan Documents. Notwithstanding the foregoing, Debtors' requirement to use proceeds of the Post-Petition Advances within the terms of the Budget, Debtors shall be permitted to expend such Post Petition Advances for any line item on the Budget so long as the total expended in any given week does not exceed (a) 120% of that week's total per the Budget, unless otherwise agreed upon by the DIP Lender in writing or (b) \$3,500,000.

5. Subject to any further limitations imposed upon the Debtors' authority to borrow Post-Petition Advances in connection with the Final Hearing, the Debtors shall have continuing authority to borrow Post-Petition Advances, but only: (i) on the conditions set forth in this Order and the DIP Loan Documents; and (ii) to the extent and in the amounts provided for in the Budget and as permitted by the DIP Loan Documents or as otherwise agreed upon by the DIP Lender in writing in a maximum amount not to exceed \$3,500,000.

6. All loans made to the Debtors on or after the date of entry of this Order under the DIP Loan Documents and interest thereon, and all fees, costs, expenses, indebtedness, obligations and other liabilities arising or incurred on or after the date of the entry of this Order and owing by the Debtors to the DIP Lender under the DIP Loan Documents and this Order shall

hereinafter be referred to as the “Post-Petition Obligations.” Post-Petition Obligations shall: (i) bear interest at a rate of the sum of twelve percent (12%) per annum, which interest shall be payable monthly; (ii) upon default, bear interest at a rate that is 8% in excess of the non-default rate; (iii) be secured in the manner specified in this Order and in the DIP Loan Documents; (iv) be payable and applied in accordance with the terms of the DIP Loan Documents; and (v) comply with and otherwise be governed by the terms set forth in the DIP Loan Documents.

7. The maturity date under the DIP Loan Documents is (12) months after the initial funding of the Emergency Advance (as defined in the Commitment Letter) (the “Maturity Date”). All amounts outstanding under the DIP Loan Documents shall be due and payable in full on the Maturity Date.

8. As security for the full and timely payment of the Post-Petition Obligations and the timely performance of each of the other obligations owing by the Debtors arising on and after the date of entry of this Order under and pursuant to the DIP Loan Documents, the DIP Lender is hereby granted a valid, perfected, and enforceable security interest in and lien upon all real and personal property of the Debtors and their estates, including, without limitation, all Pre-Petition Collateral, whether now owned or hereafter acquired or arising, whether tangible or intangible, and regardless of where located (the “DIP Loan Liens”), which DIP Loan Liens shall prime and be senior in priority to the prepetition liens in favor of the Pre-Petition Lenders and all other parties having or asserting an interest in the Collateral and as further described in the DIP Loan Documents (all such property collectively referred to herein as the “Collateral”), but specifically excluding, however, all avoidance actions arising under chapter 5 of the Bankruptcy Code and any segregated proceeds thereof.

9. The DIP Loan Liens and attendant security interests herein granted to the DIP Lender in any and all Collateral (including, without limitation, any such Collateral acquired or generated by the Debtors or their estates after the Petition Date, but excluding all segregated proceeds of avoidance actions arising under chapter 5 of the Bankruptcy Code to the extent any such claims are pursued) (hereinafter the "Post-Petition Collateral") shall have first and paramount priority pursuant to section 364(c)(2) of the Bankruptcy Code, subject only to the Carve-Out (as defined below). The DIP Loan Liens and attendant security interests granted herein to the DIP Lender in any and all Collateral that is subject to properly perfected, valid, non-avoidable and enforceable liens or security interests as of the Petition Date shall, pursuant to section 364(d)(1) of the Bankruptcy Code, (a) prime the liens and security interests held by the Pre-Petition Lenders in the Pre-Petition Collateral, (b) prime any other liens perfected under applicable law as of the Petition Date or (c) prime any other liens not perfected under applicable law as of the Petition Date or that are otherwise avoidable or can be set aside for any reason, subject in each case to the Carve-Out.

10. The liens and security interests granted herein for the benefit of the DIP Lender, together with the adequate protection liens granted to the Pre-Petition Lenders, pursuant to paragraph 12 below, are and shall be valid, perfected, enforceable, nonavoidable and effective by operation of law as of the date of this Order without any further action by the Debtors, the DIP Lender, or the Pre-Petition Lenders and without the execution, filing, or recordation of any financing statements, security agreements, mortgages, or other documents. If the DIP Lender hereafter requests the Debtors to execute and deliver to the DIP Lender financing statements, security agreements, collateral assignments, mortgages, or other instruments or documents considered by the DIP Lender to be necessary or desirable to further evidence the perfection of

the liens and security interests granted in this Order, the Debtors are hereby authorized and directed to execute and deliver all such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents, and the DIP Lender is hereby authorized to file or record, in its sole discretion, such documents; provided that all such documents shall be deemed to have been filed or recorded as of the Petition Date.

11. In addition to the liens and security interests granted to the DIP Lender, pursuant to this Order, all of the Post-Petition Obligations (including, without limitation, all Post-Petition Advances) are, subject to the Carve-Out, hereby granted as, and shall constitute, allowed superpriority administrative expense claims ("Superpriority Claims") in the Cases of the Debtors, in accordance with section 364(c)(1) of the Bankruptcy Code, with priority over any and all administrative expenses of the Debtors, whether heretofore or hereafter incurred, of the kind specified in 11 U.S.C. §§ 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b) 726, other otherwise.

12. As adequate protection to the Pre-Petition Lenders for any diminution in value in the Pre-Petition Collateral resulting from the priming liens granted herein, the Debtors' use, sale or disposition of the other Pre-Petition Collateral in the ordinary course of business or with prior authorization of the Court, the imposition of the automatic stay under section 362(a) of the Bankruptcy Code, or the administration of these Cases, the Pre-Petition Lenders are hereby granted: Superpriority Claims and valid, binding and enforceable liens (the "Adequate Protection Liens") in all Collateral to secure an amount of the Pre-Petition Obligations owing that is equal to the sum of the aggregate diminution, if any, subsequent to the Petition Date, in the value of the Pre-Petition Collateral, caused by (i) the aggregate reduction in the amount of Pre-Petition Collateral available to satisfy the Pre-Petition Obligations as a consequence of the

priming authorized hereunder or (ii) depreciation, use, sale, loss, decline in market value or otherwise of the Pre-Petition Collateral, the Superpriority Claims and Adequate Protection Liens granted to the Pre-Petition Lenders are subject to and inferior to only to (i) the Carve-Out and (ii) the Superpriority Claims and DIP Loan Liens on the Collateral to secure obligations owed to the DIP Lender under the DIP Loan

13. All of the Collections of Pre-Petition Accounts Receivable shall be segregated and deposited in the Cash Collateral Account (as defined in the Pre-Petition Loan Documents) within two (2) business days of their receipt.

14. It is anticipated that the Debtor will incur allowed administrative expenses pursuant to 28 U.S.C. Section 1930(a)(6) and (b) allowed fees and expenses incurred by the professionals (the "Retained Professionals") retained by the Debtors and any official committee of creditors (in each case, a "Committee") pursuant to Section 327, 363, and 1103 of the Bankruptcy Code. The proceeds of the Emergency Advance may be used by the Borrower to fund a Professional Fee Escrow in the amount of \$250,000 (the "Carve-Out"), which shall be retained in the trust account of Debtors' counsel and, to the extent the proceeds of such escrow are required, shall be exclusively utilized for the purpose of paying the allowed administrative expenses of the Retained Professionals and the statutory fees of the United States Trustee and to the extent not so required shall also be deemed Collateral given to secure the DIP Loans. Notwithstanding the foregoing, nothing in this paragraph shall limit the fees and expenses incurred by the Retained Professionals under the Budget prior to a Termination Event (as defined below). For avoidance of doubt, the total fees and expenses of the Retained Professionals is not limited to the Carve-Out.

15. The occurrence of any one or more of the following events shall constitute a (“Termination Event”) under this Interim Order:

(a) any of the Cases is either dismissed or converted to a case under chapter 7 of the Bankruptcy Code;

(b) a trustee or an examiner with expanded powers is appointed in any of the Cases;

(c) any plan(s) of reorganization of the Debtors is filed which does not provide for the payment in full in cash of the Post-Petition Obligations upon the effective date of the plan(s);

(d) the Debtors cease operation of their business or take any material action for the purpose of effecting such cessation without the prior written consent of the DIP Lender;

(e) this Interim Order is reversed, vacated, stayed, amended, supplemented or otherwise modified in a manner which, in the DIP Lender’s sole and absolute discretion, shall materially and adversely affect the rights of the DIP Lender hereunder or shall, in the DIP Lender’s sole and absolute discretion, materially and adversely affect the priority of any or all of the DIP Lender’s claims, liens or security interests and which is not acceptable to the DIP Lender;

(f) the Debtors’ failure to comply with or perform, in any material respect, the terms and provisions of this Interim Order or any DIP Loan Document, including, without limitation, using the DIP Loan other than in accordance with the Budget;

(g) any sale or other disposition of Collateral or Cash Collateral is approved without the consent of the DIP Lender, other than in the ordinary course of business;

(h) Debtors borrow money from any person other than the DIP Lender to the extent that the repayment of any such borrowing is to be secured pursuant to section 364(d)(1) of



the Code by a lien or security interest that is senior or equal to the liens and security interests held by or for the benefit of the DIP Lender or, pursuant to section 364(c)(1), senior or equal to the Superpriority Claims held by the DIP Lender;

(i) the automatic stay of Bankruptcy Code section 362 is lifted so as to allow a party other than the DIP Lender to proceed against any material asset of the Debtors; and

(j) the Debtors shall have filed, or the Court shall have entered an order confirming, a plan of reorganization, which plan is not in form and substance acceptable to the DIP Lender.

16. Upon the occurrence of the Maturity Date, or upon the occurrence of a Termination Event and the giving of the Written Notice (as defined below):

(a) any and all Post-Petition Obligations shall be immediately due and payable, any obligation of the DIP Lender to make any subsequent Advance under the DIP Loan Documents shall terminate;

(b) the DIP Lender shall provide written notice (the "Written Notice") to Debtors, Debtors' counsel and special counsel of record in the Cases, Debtors' Chief Restructuring Officer, the United States Trustee, counsel for the Agent for the Pre-Petition Lenders and counsel (if any) for any Committee, and shall file an affidavit with the Bankruptcy Court specifying the default. The Written Notice may be any written document providing notice of default, including but not limited to the affidavit filed with the Bankruptcy Court. Any party entitled to the Written Notice shall have five (5) business days from the receipt of the Written Notice in which to cure the default or file a controverting affidavit with the Bankruptcy Court with respect to the default. If the default is not cured, or no controverting affidavit is filed with the Bankruptcy Court, within the prescribed five (5) business day period, the DIP Lender may

file an emergency motion for relief from the automatic stay, and request that the Bankruptcy Court set an expedited hearing on 48 hours notice to determine whether DIP Lender shall be granted relief from the automatic stay to foreclose on its liens or take any other action available to DIP Lender under the Loan Documents and applicable law. At the hearing the Debtors may only contest the DIP Lender's declaration of the default and may not assert any other or additional defenses.

17. Consistent with section 364(e) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter modified, vacated or stayed: (a) such stay, modification or vacation shall not affect the validity of any obligation, indebtedness, liability, security interest or lien granted or incurred by the Debtors to or for the benefit of the DIP Lender on or after the date of this Order and prior to the effective date of such stay, modification or vacation, or the validity and enforceability of any security interest, lien, priority or right authorized or created hereby pursuant to the DIP Loan Documents; and (b) any indebtedness, obligation or liability incurred by the Debtors to the DIP Lender on or after the date of this Order and prior to the effective date of such stay, modification or vacation shall be governed in all respects by the provisions of this Order, and the DIP Lender shall be entitled to all the rights, remedies, privileges and benefits, including the priority, security interests and liens granted herein and pursuant to the DIP Loan Documents, with respect to any such indebtedness, obligation or liability, in accordance with section 364(e) of the Bankruptcy Code.

18. The signature of an authorized representative of the Debtors appearing on any one or more of the agreements, certificates, instruments, or documents contemplated by or referenced in this Order, shall bind the Debtors with respect to documents executed and other actions taken pursuant to this Order.

19. The provisions of this Order shall be immediately and fully effective upon entry by the Court and any actions taken pursuant hereto shall survive entry of, and shall take precedence with respect to any conflicting order (a) which may be entered confirming any plan of reorganization or (b) which may be entered dismissing any of the Debtors' chapter 11 cases or converting any of the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code. As provided by this Order and the DIP Loan Documents, the priority of the liens and security interests granted to the DIP Lender, the priority of the Superpriority Claims granted to the DIP Lender, the priority of the Adequate Protection Liens and Superpriority Claims granted to the Pre-Petition Lenders, and all rights of the DIP Lender and the Pre-Petition Lenders and all obligations of the Debtors, shall continue after appointment of any chapter 11 trustee or a trustee in any superseding chapter 7 case under the Bankruptcy Code, and such claims, liens, security interests and rights shall maintain their priority until satisfied and discharged in accordance with the terms of the DIP Loan Documents and this Order.

20. The provisions of this Order shall be binding upon and inure to the benefit of the DIP Lender, the Pre-Petition Lenders, all parties in interest in each of the Debtors' Cases, and the Debtors and their respective successors and assigns (including, without limitation, any chapter 7 or 11 trustee or other fiduciary hereafter appointed for or on behalf of the Debtors or with respect to any of the Debtors' property).

21. The rights and remedies of the DIP Lender specified herein are cumulative and not exclusive of any rights or remedies that it may have under this Order, any of the DIP Loan Documents, or otherwise. In addition, to the extent any of the terms and conditions of the DIP Loan Documents are in conflict with the terms and conditions of this Order, the provisions and intent of the DIP Loan Documents shall control. The Debtors and DIP Lender are hereby

authorized (i) to implement any non-material modifications to the DIP Loan Documents without further order of this Court, and (ii) to agree upon and enter into any written amendments or modifications to the Budget without further order of this Court. Notwithstanding any other provision of this Order, the DIP Lender shall not have any obligations or commitments to extend any Post-Petition Advances pursuant to this Order until the conditions precedent provided for herein and in the DIP Loan Documents have been satisfied.

22. Immediately upon entry of this Order, the Debtors shall, by written notice, by United States mail, send (a) a copy of this Order and (b) a notice informing such persons that a Final Hearing concerning the Debtors' request to borrow Post-Petition Advances in accordance with the terms of the DIP Loan Documents and any proposed Final Order will be held on March 17, 2010 at 10:00 a.m., EDT. to all parties in interest in each of the Debtors' Cases. Objections to the requested relief shall be filed with the Court no later than March 12, 2010 at 5:00 p.m., EDT, and served via facsimile and regular or overnight mail (so as to be received prior to the objection deadline) upon the following counsel of record for the Debtors, the U. S. Trustee and the DIP Lender:

Lawrence E. Oscar  
Daniel A. DeMarco  
HAHN LOESER & PARKS LLP  
200 Public Square, Suite 2800  
Cleveland, OH 44114-2316  
216.274.2229 (voice)  
216.274.2429 (fax)

PROPOSED COUNSEL FOR THE  
DEBTORS AND DEBTORS IN  
POSSESSION

THE OFFICE OF THE UNITED  
STATES TRUSTEE

Maria Giannirakis  
Trial Attorney  
U.S. Department of Justice  
Office of United States Trustee  
Howard M. Metzenbaum U.S. Courthouse  
201 Superior Ave., East - Suite 441  
Cleveland, Ohio 44114  
Telephone: 216.522.7800  
Facsimile: 216.522.7193

Marc B. Merklin  
Kate M. Bradley  
BROUSE MCDOWELL LPA  
388 S. Main Street, Suite 500  
Akron, Ohio 44311  
Fax: 330.253.8601  
Phone: 330.535.5711

PROPOSED SPECIAL COUNSEL FOR  
THE DEBTORS AND DEBTORS IN  
POSSESSION

23. A Final Hearing to consider the final relief requested in the Motion and the Final Order will be held on March 17, 2010 at 10:00 a.m., EST, before the Honorable United States Bankruptcy Judge Russ Kendig, in the Judge's courtroom at the United States Bankruptcy Court, in Canton, Ohio.

###

SUBMITTED BY:

/s/ Marc B. Merklin  
Marc B. Merklin (0018195)  
Kate M. Bradley (0074206)  
BROUSE MCDOWELL LPA  
388 S. Main Street, Suite 500  
Akron, Ohio 44311  
Fax: 330.253.8601  
Phone: 330.535.5711

Proposed Special Counsel for  
the Debtors and Debtors in Possession

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9180 Galleria Court, Suite 600  
Naples, Florida 34109  
Tel: 239-449-1811; Fax: 239-449-1810

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February 24, 2010

Mr. Jerry Schwab  
Mrs. Donna Schwab  
Mr. David Schwab  
Schwab Industries, Inc.  
2301 Progress Street  
Dover, OH 44622

Attorney for Debtor:

Mr. Lawrence E. Oscar  
Hahn, Loeser & Parks LLP  
200 Public Square  
Suite 2800  
Cleveland, OH 44114

In re:            Financing Request for a Chapter 11 Debtor-In-Possession Term Loan in  
the maximum principal amount of \$18,308,655 (including Fees, Costs  
and Expenses to be paid) to be provided by Lender to Schwab  
Industries, Inc. and its affiliates.

Gentlemen:

In reference to the above-captioned matter, the undersigned is pleased to provide this non-assignable commitment (this "Commitment") to Schwab Industries, Inc. and its below-named affiliates, for a debtor-in-possession term loan (the "Loan") from Lender upon the terms and subject to the conditions described below.

**LENDER:**            EFO Financial Group, LLC, a Florida limited liability company, and/or its  
participants or assigns ("Lender").

**BORROWER:**

Schwab Industries Inc., an Ohio corporation, and its affiliates: Medina Cartage Company, an Ohio corporation, Medina Supply Company, an Ohio corporation, Quality Block & Supply, Inc., an Ohio corporation, Twin Cities Concrete Company, an Ohio corporation, O.I.S. Tire Inc., an Ohio corporation, Schwab Materials, Inc., a Florida corporation, Schwab Ready-Mix, Inc., a Florida corporation, Eastern Cement Corporation, a Florida corporation, said affiliates being collectively referred to as the "Affiliate Borrowers", jointly and severally, with all above referenced entities being collectively referred to as the "Borrower". The above enumerated Borrower entities intend to file individual cases under Chapter 11 of Title 11 of the United States Code (collectively, the "Case") and to jointly seek approval of the loan transactions contemplated by this instrument in their capacities as debtors and debtors-in-possession and to undertake the obligations expressed herein in their capacities as debtors and debtors-in-possession.

**AMOUNT OF  
LOAN/ADVANCES:**

The maximum aggregate principal amount of the Loan shall be \$18,308,655 including the Interest Reserve (defined below), the Commitment Fee (defined below), the Loan Servicing Fee (defined below), the Unused Line Fee (defined below), the Closing Costs (defined below) together with any other costs as provided herein and/or in the Loan Documents (collectively, the "Maximum Loan Amount"), which amount shall be loaned as follows:

A. Borrower shall move the Bankruptcy Court for approval of the Loan, which shall consist of advances in three phases (each, an "Advance") as follows: (1) an emergency Advance of \$3,500,000 (hereafter, the "Emergency Advance") to be made upon the entry of the Interim Order (as defined below) of the Bankruptcy Court authorizing the Loan; (2) a second Advance of \$3,500,000 (hereafter, the "Interim Advance") to be made after entry of the Interim Order authorizing the Loan and upon the terms set forth below; and a third and Final Advance of \$18,308,655 (hereafter, the "Final Advance") to be made upon the later of (i) the entry of the Interim Order (as defined below), and (ii) the completion of the Full Due Diligence Review (as defined below). Upon entry of the applicable order of the Bankruptcy Court as to the Loan, satisfying the requirements of this Commitment and granting the liens and other rights described herein, which order shall: (i) have a copy of this Commitment attached thereto and incorporated in its entirety by reference, (ii) contain a finding of good faith under section 364(e) of the Bankruptcy Code; (iii) provide for the validity of the Loan and the terms of the collateralization notwithstanding any subsequent reversal or modification of the Interim Order on appeal, (iv) shall be in



form and substance acceptable to Lender, in its sole and absolute discretion; and (v) has not been appealed, modified, stayed, vacated or reversed (the "Interim Order" or "Order"), and upon satisfaction of all conditions and requirements of this Commitment and of the Loan Documents as required by Lender and executed by the Borrower (see below), the Lender will make debtor-in-possession loans (together, the "Loan"), first for the Emergency Advance, then for the Interim Advance, and then for the Final Advance. The proceeds of the Final Advance will be used to satisfy the outstanding balance and accrued and unpaid interest, together with any costs or expenses then owing with respect to the Emergency Advance and the Interim Advance and shall be in the maximum aggregate principal amount of \$18,308,655, the Loan to include the Interest Reserve Account (defined below), the Carve-Out (defined below), the Commitment Fee (defined below), the Loan Servicing Fee (defined below), the Unused Line Fee (defined below), the Closing Costs (defined below), together with any other costs as provided herein and/or in the Loan Documents. Said funding may be provided in one or more disbursements, pursuant to the Budget (as defined below) and upon written request of Borrower, within five (5) business days after receipt of such written request of Borrower, not more frequently than once per calendar month (unless such condition is waived by Lender), with each disbursement in a principal amount of not less than \$250,000. Except as otherwise provided herein, in the Lender's discretion, in no case shall the Lender be required to advance more than the Maximum Loan Amount.

B. In addition, Lender may make advances on the Loan, in Lender's discretion and without further order of the Bankruptcy Court, to pay Lender's costs and expenses incurred both in connection with closing of each Advance of the Loan and in connection with the Bankruptcy Case (in each case including, but not limited to, reasonable fees and costs of the Lender's counsel), which advances shall become part of the principal amount of the Loan.

**TERM:** The maturity date of the Loan shall be the date which is twelve (12) months after the date of the Closing of the Emergency Advance of the Loan (the "Maturity Date").

**BUDGET/USE OF PROCEEDS:** Loan proceeds shall be used by Borrower substantially in accordance with the budget and anticipated draw schedule in substantially the same form as that which is attached hereto as Exhibit "A" (the "Budget"), which Budget shall be modified by the Borrower and approved by Lender, on or before the date of the hearing for approval of this Commitment.

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Notwithstanding Borrower's requirement to use Loan proceeds within the terms of the budget, Borrower shall be permitted to expend Loan proceeds for any line item on the Budget so long as the total expended in any given week does not exceed 120% of that week's total per the Budget; or (ii) the Maximum Loan Amount; or (b) Lender consents

**INTEREST/**

**INTEREST RESERVE:** A. The interest rate shall be twelve percent (12%) per annum (hereafter the "Contract Rate").

B. Monthly payments of interest only at the Contract Rate on the unpaid principal balance shall be due on the first day of each month for the prior month's interest until the Maturity Date of the Loan, at which time the entire balance of principal and accrued unpaid interest thereon together with any costs and expenses then owing, shall be due and payable in full. An interest reserve account (the "Interest Reserve Account") shall be established and funded by the Emergency Advance and Interim Advance to cover the estimated interest payments for the Emergency Advance and the Interim Advance respectively. To the extent of the balance therein, monthly payments of interest shall be made from the Interest Reserve Account, provided, however, that nothing herein shall relieve the Borrower of the absolute obligation to pay interest and other amounts due in connection with the Loan. Notwithstanding the foregoing, the Interest Reserve Account shall cover only interest attributable to the Emergency Advance and the Interim Advance and shall not apply to interest attributable to the Final Advance.

C. Monthly payments will be computed on a 30-day month and a 360-day year, unless such computation results in the effective interest rate of the Loan exceeding the maximum rate of interest allowable under applicable state and federal law. It is hereby understood and agreed upon by and between the Borrower and Lender that the Lender does not intend, under any circumstances, to charge, collect, assess or receive interest, at an effective rate, in excess of the maximum rate allowable under applicable state and federal law. If the effective interest rate does exceed the maximum rate allowable by applicable state or federal law, the Borrower and Lender intend to and hereby agree to reduce the effective interest rate to the maximum rate allowable by state or federal law.

D. Upon occurrence of an event of default, interest shall accrue to the Lender at the lower of the sum of the Contract Rate and an additional eight percent (8%) for a total default rate of twenty percent (20%) or the

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maximum effective interest rate allowable under applicable state or federal law on all amounts then outstanding from the date of default ("Default Rate"). Without limiting the generality of the foregoing, payments made more than five (5) business days past their due date shall be deemed to be in default and shall be assessed at the Default Rate. If the Default Rate's effective interest rate exceeds the maximum rate allowable by applicable state or federal law, the Borrower and Lender intend to and hereby agree to reduce the Default Rate's effective interest rate to the maximum rate allowable by applicable state or federal law. Furthermore, nothing herein shall relieve the Borrower of the absolute obligation to pay interest and other amounts due in connection with the Loan.

**UNUSED LINE FEE:** Lender shall be entitled to a monthly unused line fee (the "Line Fee") calculated on the basis of thirty five (35) basis points per month (.35%) of the principal amount of the Loan which has not been disbursed, commencing thirty (30) days from the date of the initial disbursement of the Emergency Advance, the Interim Advance, or the Final Advance, as the case may be. The Line Fee shall be payable monthly with each monthly interest payment calculated as set forth above. As each monthly installment of the Line Fee is due and when each disbursement is made, Lender shall be deemed hereunder to have funded such amount to Borrower who shall be deemed to have paid said amount to Lender. With each such payment and funding of the Line Fee, the principal balance of the Note shall be increased by such amount.

**LOAN SERVICING  
FEE:**

At the funding of the initial disbursement of the Loan pertaining to the Emergency Advance, the Interim Advance, or the Final Advance, as the case may be, from the proceeds of such Advance, Borrower shall pay to Lender a loan servicing fee calculated as one and one-tenth percent (1.1%) of the maximum principal amount of each such Advance (the "Loan Servicing Fee"), due and fully earned at the closing with respect to each such Advance.

**COLLATERAL/  
OTHER RIGHTS:**

A. The Loan shall be secured by a first priority mortgage lien on all of the real property owned by the Borrower and a first priority lien on all other property interests, real, personal or intangible of the Borrower, now existing or hereafter acquired, including, without limitation, contract rights and property interests acquired post-petition (hereafter collectively referred to as the "Collateral"), more particularly described under Exhibit "B"; provided however, that Lender's liens and security interests shall not attach to any bankruptcy-related causes of action,

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including but not limited to, all causes of action under chapter 5 of the Bankruptcy Code and recoveries thereunder, including section 506(c) and sections 544 through 550 and section 553("Litigation Recoveries"), but the proceeds from all Litigation Recoveries shall be segregated from Borrower's other cash accounts which non-segregated cash accounts shall be part of the Collateral for the Loan. In the event that the Borrower elects to commingle Litigation Recoveries with Borrower's other cash resources, all such funds shall be deemed Collateral as security for the Loan.

The priming mortgage liens and security interests in favor of Lender shall be senior to any and all other liens, mortgages and security interests encumbering said Collateral pursuant to 11 U.S.C. §§ 364 (d) and 364(c)(2). Lender's mortgage liens and security interests in the Collateral shall be senior to all other interests of any party, including, without limitation, tax liens (except ad valorem taxes for 2009 and subsequent years), and may also be subject to any covenants, deed restrictions, equitable servitudes or other rights in such Collateral as may be acceptable to Lender, its counsel and the Title Insurance Company in their absolute discretion.

B. In addition, as a condition precedent to Lender's obligation to make the Loan and as a material inducement to the Lender, the Lender shall also receive an allowed super priority administrative expense pursuant to 11 U.S.C. §§ 364(c)(1), 503(b) and 507(b), with priority over all other administrative expense claims except those fees and expenses included in the Carve-Out (as defined below). The Lender shall not be required, without its consent, to accept property other than cash in satisfaction of (a) its liens and security interests which encumber the Collateral as security for payment of the Loan and (b) the super-priority administrative expense claim, notwithstanding 11 U.S.C. § 1129 (a)(7) or (b)(2)(A). The Borrower hereby agrees not to seek to modify, reduce, impair, alter, extinguish or otherwise change either the priming lien or superpriority administrative expense claims of the Lender pursuant to any provisions of Title 11 or other applicable law. None of the Lender's rights as set forth herein may be modified except without the express written consent of the Lender.

C. Lender's mortgage liens and security interests shall not be primed, surcharged, altered or impaired or otherwise adversely affected in any way, whether requested by a creditor, any secured creditor or any other party. No claim or expense shall have priority over Lender's rights in the Collateral. Except as provided in the immediately preceding paragraphs A and B, no administrative expense, and no claim allowed and payable

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under 11 U.S.C. §§ 330, 331, 503(b), 506(c), 507 or 726, shall have priority with respect to any asset of the Borrower which constitutes either the Collateral pursuant to 11 U.S.C. §364(d) or, over the claims of the Lender pursuant to 11 U.S.C. §364(c)(1).

D. The Order authorizing the first priority liens and super-priority administrative expense claims in favor of the Lender and incorporating the terms and requirements of this Commitment with respect to each Advance, shall also contain both a finding by the Bankruptcy Court that the extension of credit and making of loans by Lender hereunder to Borrower is being made in good faith and, therefore, Lender shall be entitled to the full protections of 11 U.S.C. §364(e) and shall be made effective immediately without any stay of the effect of such Order so as to permit immediate funding, in Lender's absolute discretion, within the provisions and protections of 11 U.S.C. §364(e).

E. As used herein, the term "Carve-Out" shall mean the escrowed funds retained in the trust account of Borrower's counsel that shall secure payment of (a) allowed administrative expenses pursuant to 28 U.S.C. Section 1930(a)(6) and (b) allowed fees and expenses incurred by the professionals (the "Retained Professionals") retained by the Borrower and any official committee of creditors (in each case, a "Committee") pursuant to Section 327, 363, and 1103 of the Bankruptcy Code that arise after a Termination Event (as that term is defined in the Interim Order), which escrow account shall be funded in advance from the proceeds of the Emergency Advance in the amount of \$250,000. To the extent the proceeds of such escrow are required, the Carve-Out shall be exclusively utilized for the purpose of paying the statutory fees due to the United States Trustee and the allowed administrative expenses of the Retained Professionals, and to the extent not so required shall also be deemed the Collateral given to secure the loan. In no event shall the Carve-Out, in aggregate, exceed the sum of \$250,000. Notwithstanding the foregoing, nothing in this paragraph shall limit the fees and expenses incurred by the Retained Professionals under the Budget prior to a Termination Event. For avoidance of doubt, the total fees and expenses of the Retained Professionals is not limited to the Carve-Out.

**COVENANTS:**

In addition to all standard covenants required by the Lender in Debtor-in-Possession loans made under like circumstances, including all standard commercially appropriate terms in the Lender's absolute discretion, the Lender will require that:

A. Borrower shall: (a) own the Collateral, (b) disburse funds for the payment of expenses only as set forth in the Budget, (c) comply with all

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provisions of the Order authorizing each Advance, this Commitment and the Loan Documents, (d) present to the Lender such additional instruments as may be required for endorsements to the Title Insurance Policy as Lender may require insuring that all disbursements of the Loan subsequent to the initial disbursement retain the lien priority described therein and that there are either no lien claims or unpaid Notices to Owner or any such lien claims or unpaid Notices to Owner are not excepted from the applicable Title Insurance Policy referred to above, (e) notify Lender in writing of any material adverse change in the Collateral, the financial condition of the Borrower or the financial viability or performance of the Borrower's property, or of economic conditions which may materially adversely affect the value or performance of the Borrower's property.

B. Borrower shall supply to Lender: (A) on or before the 15<sup>th</sup> day of each month during the term of the Loan, a receipts and disbursements statement relating to the operation of the Collateral including the use of Loan proceeds; (B) on or before the 15<sup>th</sup> day of each month during the term of the Loan, a schedule reflecting both all available Loan proceeds, not yet disbursed, and all outstanding costs; (C) within three (3) days after Borrower receives a copy of the same, copies of any and all appraisals of any of the Borrower's property and/or equipment; and (D) all information reasonably necessary for Lender to monitor its Loan to Borrower.

C. So long as any portion of the Loan remains outstanding, the Borrower shall not seek or permit, and shall actively object to the request for entry of, (i) an order dismissing or converting its Chapter 11 Case or appointing a Chapter 11 Trustee or (ii) any order which authorizes under any section of the Bankruptcy Code the granting of any lien or security interest in any Collateral in favor of any party other than that is senior to or in parity with the Lender or the obtaining of any credit or the incurring of any indebtedness that is entitled to super-priority administrative status equal to or superior to that granted to Lender.

**DEFAULT/  
REMEDIES:**

A. The Loan Documents shall contain terms and provisions, events of default and remedies customarily required by Lender in its absolute discretion in transactions such as the Loan.

B. In addition to other rights and remedies available under the Loan Documents or applicable law, upon occurrence of an event of default:

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i) Lender, if it seeks to exercise its rights and remedies under the Loan Documents with respect to the default, shall provide written notice (the "Written Notice") to the Borrower, the Borrower's counsel of record in the Bankruptcy Case, the Borrower's Chief Restructuring Officer, the United States Trustee, and counsel (if any) for any Committee, and shall file an affidavit with the Bankruptcy Court specifying the default. The Written Notice may be any written document providing notice of default, including but not limited to the affidavit filed with the Bankruptcy Court.

ii) Any party entitled to the Written Notice shall have five (5) business days from the receipt of the Written Notice in which to cure the default or file a controverting affidavit with the Bankruptcy Court with respect to the default.

iii) If the default is not cured, or no controverting affidavit is filed with the Bankruptcy Court, within the prescribed five (5) business day period, Lender may file an emergency motion for relief from the automatic stay, and requesting that the Bankruptcy Court set an expedited hearing on 48 hours notice to determine whether Lender shall be granted relief from the automatic stay to foreclose on its liens or take any other action available to Lender under the Loan Documents and applicable law. At the hearing the Borrower may only contest the Lender's declaration of the default and may not assert any other or additional defenses.

C. The entire principal balance of the Loan, plus all accrued and unpaid interest (including interest at the Default Rate, from the date of the actual default notwithstanding the date the Written Notice is provided to the Borrower), fees and costs, through the date of payment, shall, in addition to default by Borrower under the Loan Documents as described above, automatically become due and payable upon (i) the failure to cure any default as is set forth above, (ii) the confirmation of any plan of reorganization in the Bankruptcy Case unless the plan proposes (a) to treat Lender's claims in the same manner as provided in this Commitment and the Loan Documents, or (b) such other treatment as the Lender, in its sole and absolute discretion, may consent, (iii) conversion of the Borrower's Chapter 11 case to a case under Chapter 7, (iv) appointment of a Chapter 11 trustee or examiner with expanded powers unless the Lender consents to such an appointment, (v) dismissal of Borrower's Bankruptcy Case, (vi) entry of an order granting relief from stay to any party with regard to any interest in real property or cash collateral of the estate of Borrower, (vii) entry of an order approving the transfer of any of the Collateral, or the transfer of any of the Collateral, to a party other than Lender other than (a) in the ordinary course of



business or (b) with Lender's consent, or (viii) the institution of any foreclosure action with respect to any interest in real property of the estate of Borrower.

**CONDITIONS:**

Lender's obligations to close the loan or to make each advance of the Loan shall be expressly subject to the following conditions precedent:

A. On or before March 3, 2010, but in no event before the execution and delivery of this Commitment by Borrower and the payment of the Legal Fee Deposit and Application Fee, the Borrower shall file with the Bankruptcy Court a petition for relief under Chapter 11 of Title 11 of the United States Code (the "Case") and a motion, in form and substance acceptable to Lender in its discretion, requesting (i) approval of the Loan as described herein and (ii) authority to grant the Lender the lien priorities described herein with respect to the Collateral (the "Motion"). A copy of this Commitment shall be attached to the Motion as filed with the Court. A Notice of the Motion and of the Hearing on the Motion shall be served on all parties in interest of the Borrowers. The Notice, the Motion, and other pleadings filed in support of the Motion shall be served on an expedited basis on (i) all secured creditors of Borrower, (ii) all known creditors which assert an interest in the Collateral, (iii) all parties with whom the Borrower has an executory contract pertaining to an interest in land, (iv) each Borrower's list of top thirty unsecured creditors, (v) all equity security holders of the Borrower, (vi) the Office of the United States Trustee, and (vii) all appropriate taxing authorities.

B. With respect to each Advance, the Bankruptcy Court shall have entered an Order with respect to each such Advance authorizing the Advance under the terms set forth in this Commitment, which Order shall: (i) have a copy of this Commitment attached thereto and incorporated in its entirety by reference, (ii) contain a finding of good faith under section 364(e) of the Bankruptcy Code; (iii) provide for the validity of the Loan and the terms of the collateralization notwithstanding any subsequent reversal or modification of the Interim Order on appeal (iv) shall be in form and substance acceptable to Lender, in its sole and absolute discretion, and (v) shall not have been appealed, modified, stayed, vacated or reversed. Notwithstanding the foregoing to the contrary, Lender shall advance the proceeds of the Emergency Advance notwithstanding a challenge of the Order authorizing the Emergency Advance, at any time (i) prior to entry of an order staying such authorization pending appeal, (ii) prior to the filing of any motion for reconsideration, and (iii) after all motions for reconsideration of the authorization have been disposed of to the satisfaction of the Lender.

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C. With regard to all Collateral which is an interest in real property (i) issuance of a commitment for a lender's title insurance policy (the "Title Commitment"), issued by Lender's counsel from a title company acceptable to Lender (the "Title Company"), in form and substance satisfactory to Lender, in its sole and absolute discretion, insuring that the Lender's interest in the Collateral is consistent with the terms of this Commitment, without any exception, *inter alia*, for claims of mechanic's liens, unpaid Notices to Owner or the rights of holders of executory contracts, or other interests not permitted to be cured by the Borrower with the proceeds of the Loan consistent with the Approved Budget; and (ii) delivery to Lender of a property insurance certificate(s) showing that the Collateral is insured, at Borrower's expense, in an amount not less than the greater of (a) their respective fair market value or (b) their respective replacement cost, and showing Lender as additional insured and loss payee. The cost of all of the foregoing shall be borne by Borrower. The conditions set forth in this paragraph C shall apply only to the Interim and Final Advance and Lender shall not require satisfaction of same prior to making the Emergency Advance. However, as a condition precedent to the disbursement of the Emergency Advance, Borrower shall provide a legal opinion that the Borrower is the owner or leaseholder of the real property described in Exhibit B, which shall be expanded to provide complete legal descriptions of each parcel, and the Borrower shall provide an affidavit that the property described in Exhibit B comprises all of the real property in which the Borrower has an interest and confirming that the individual(s) signing the Loan documents has the authority to bind the Borrowers.

D. Borrower shall have executed such notes, deeds of trust or mortgages, security agreements, and other documentation and customary certificates, consistent with the terms set forth herein and otherwise in form satisfactory to Lender and its counsel in their sole and absolute discretion. The Order of the Bankruptcy Court authorizing each Advance shall not have been appealed, stayed, modified or amended, and shall be in form and substance acceptable to Lender, in its sole and absolute discretion, and shall be made effective immediately without any stay of the effect of such Order so as to permit immediate funding, in Lender's discretion, within the provisions and protections of 11 U.S.C. §364. Notwithstanding the foregoing, the Lender shall advance the proceeds of the Emergency Advance notwithstanding a challenge of the Order authorizing the Emergency Advance, at any time (i) prior to entry of an order staying such authorization pending appeal, (ii) prior to the filing of any motion for reconsideration, and (iii) after all motions for

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reconsideration of the authorization have been disposed of to the satisfaction of the Lender.

In addition, Borrower shall have provided Lender evidence satisfactory to Lender and Title Company that all agreements and documents have been executed by the Borrower and the party executing the above documents has the authority to bind the Borrower. Additionally, Borrower shall provide such other legal opinions as may be required to ensure the loan complies with all applicable state and federal legal requirements. All of the foregoing loan agreements, notes, deeds of trust or mortgages, security agreements, other documentation and customary certificates, and this Commitment, shall be referred to herein, collectively, as the "Loan Documents." Each of the Loan Documents shall be in form and substance satisfactory to the Lender and Lender's counsel in their sole discretion.

E. There shall exist no event of default or set of circumstances which given the expiration of time or the giving of notice would give rise to an event of default under the Loan Documents.

F. The Borrower, at its sole cost and expense, shall provide a survey or "update" of the existing survey of the Collateral, certified in accordance with ALTA standards to Lender and the Title Company prepared by a surveyor licensed by the State in which such real property is located, showing such real estate to be free of material encroachments, overlaps and other survey defects, all in accordance with Lender's and Title Company's survey requirements. The conditions set forth in this paragraph F shall apply only to the Interim and Final Advances and Lender shall not require satisfaction of same prior to disbursing all or any part of the Emergency Advance.

G. All parties claiming liens in the Collateral and all creditors of the Borrower, all parties with whom the Borrower has an executory contract with respect to the Collateral, all entities who have filed a Notice to Owner with reference to the Collateral and all other parties in interest in each of the Borrowers' respective bankruptcy cases shall have been served with notice of the Motion and the hearing thereon, and (a) no such party shall have objected to the Loan and entry of the required orders of the Bankruptcy Court approving each Advance, or (b) any objections of such parties in interest shall have been specifically overruled in their entirety in the written Order of the Bankruptcy Court approving each Advance, in form satisfactory to the Lender and its counsel in their absolute discretion.

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H. This commitment is subject to and conditioned upon the accuracy of all information, representations, exhibits and other materials submitted with or in support of the Loan request and there must be no adverse change in the condition, business or prospects of the Collateral or the Borrower prior to the disbursements of funds or during the term of the Loan.

I. This Commitment is subject to and conditioned upon the receipt and satisfactory review of the due diligence materials, including, but not limited to, the items set forth in C. and F. of this Paragraph. In addition, within twenty one (21) business days following the later of (a) the Closing of the Interim Advance, or (b) following the Lender's receipt of the last item of due diligence materials required by it to have been furnished by the Borrower, the Lender, in its sole discretion, may choose to terminate this Commitment with respect to the Final Advance following the Full Due Diligence Review, for any reason whatsoever, and shall deliver to Borrower in writing notice of its election to withdraw and terminate the Commitment with respect to the Final Advance. The election of Lender not to deliver written notice of the election to withdraw within twenty one (21) business days following the later of (a) the Closing of the Interim Advance or (b) following the Lender's receipt of the last item of materials required by the Full Due Diligence Review, shall not be construed as a waiver or satisfaction of all other requirements set forth in this CONDITIONS section as prerequisites, in Lender's sole and absolute discretion, to its obligation to close the Loan with respect to the Final Advance or to make each Advance of the Loan with respect thereto.

J. Borrower shall have demonstrated and/or Lender, in its sole discretion, shall have determined that there are no environmental, land use, zoning or other governmental or regulatory issues that will adversely impact the Collateral in its current "as is, where is" condition, the operations of Borrower or its ability to repay the Loan. Borrower shall have provided the Lender with any and all reports on such issues in its possession. Said reports shall be in form and substance satisfactory to Lender in its sole discretion. Lender acknowledges that current zoning for Borrower's real property located at 18500 Corkscrew Road, Estero, Florida is for use an orange grove.

K. The Maximum Loan Amount shall not exceed fifty-percent (50%) of the "as completed" value of the Collateral as determined by Lender in its sole and absolute discretion.

L. Borrower shall demonstrate the capability based upon its business plan, in the sole and absolute discretion of the Lender, of repaying the Loan on the Maturity Date.

M. Lender, at its discretion, may waive any one or more of the above-described conditions, but no such waiver shall be effective against Lender unless in writing and signed by an authorized representative of Lender.

**FEES & COSTS:**

A. At the funding of the initial disbursement of the Emergency Advance and the Interim Advance, as the case may be, from the proceeds of such Advance, Borrower shall pay to Lender a Commitment Fee equal to two percent (2.00%) of each such Advance. Additionally, upon the funding of the initial disbursement of the Final Advance, from the proceeds of such Advance, Borrower shall pay to Lender a Commitment Fee equal to two percent (2.00%) of the Final Advance. Additionally, upon the maturity of the Loan with respect to the Final Advance, in addition to the then outstanding principal balance of the Loan and all accrued and unpaid interest, an additional sum equal to two percent (2%) of the Maximum Loan Amount shall be paid to Lender ("Exit Fee"). In addition, at the funding of the initial disbursement of the Emergency Advance, Interim Advance, and the Final Advance of the Loan, as the case may be, and with each subsequent disbursement, Borrower shall pay (a) all of Lender's reasonable costs and expenses related to the Loan or to the Case (including Lender's reasonable travel and lodging expenses) and out-of-pocket expenses and the fees and expenses of Lender's counsel (collectively the "Due Diligence Expenses") all accrued as of such closing (which shall automatically become part of the Loan), (b) all recording costs (including mortgage or intangible taxes) for filing the recordable Loan Documents, and (c) the cost of the Lender's Mortgagee Title Insurance Policy, which Lender's counsel shall provide at the minimum promulgated rate, if applicable, or such other rate to which the Lender may agree, and the cost of the survey of the real property which serves as, all of such costs under (a)-(c) being collectively referred to as the "Closing Costs".

B. In addition, the Borrower shall pay to Lender the reasonable fees and expenses (including reasonable travel expenses, if any) of Lender's counsel, arising subsequent to Closing in connection with this transaction and the representation of Lender in the Case, which such reasonable fees and expenses shall be deemed a part of the Loan secured by the Collateral. The reasonable legal fees of Lender's counsel shall be calculated on a time-spent basis, based upon the standard hourly rates of Lender's counsel generally charged to clients of that firm for similar matters and shall be paid from loan proceeds.

*DB*



C. Borrower agrees that the Loan shall be without cost to Lender. Borrower assumes liability for and will pay all costs and expenses required to satisfy the conditions hereof and the making of the Loan as provided hereunder (including the costs of the mortgagee title policy and the survey). Such costs and expenses shall be paid as provided hereunder, or upon demand if the Loan does not close or if this Commitment is terminated.

**ACCEPTANCE OF  
COMMITMENT:**

Simultaneously with acceptance and execution of this Commitment by Borrower, Borrower has issued irrevocable orders to Borrower's counsel to release from Borrower's counsel's trust account and to immediately wire to Lender a loan application fee in the amount of \$30,000 ("Application Fee"). The Application Fee shall include and be applied toward payment of Lender's out-of-pocket due diligence and inspection costs, including, but not limited to, any expenses incurred by Lender, and Lender's travel, lodging and other out-of-pocket expenses (collectively, "Due Diligence Expenses"). The Application Fee shall be earned upon execution and delivery of this Commitment, but one-half of the Application Fee shall be refundable to Borrower only in the event that the Bankruptcy Court does not enter an Order approving the Emergency Advance. Borrower shall be entitled to use the Emergency Advance and the Interim Advance to reimburse itself for the Application Fee. Borrower acknowledges that it has executed and delivered this Commitment and issued irrevocable instructions to Borrower's counsel to wire the Application Fee prior to the filing of a petition in bankruptcy on behalf of any of the Borrowers.

If this Commitment is not terminated by Lender under subparagraph A. of the CONDITIONS, a stand-by commitment loan fee ("Stand-by Fee") in the amount of two percent (2.0%) of each Advance of the Loan shall be earned by the Lender as follows:

The first portion of the Stand-by Fee, equal to two percent (2.0%) of the Emergency Advance (hereafter the "Emergency Stand-by Fee"), shall be earned by Lender if any of the following events occur: (a) the Borrower elects to not enter into the Loan under this Commitment with respect to the Emergency Advance for any reason, or (b) the Borrower fails to satisfy any of the material Conditions contained in this Commitment, or (c) the Bankruptcy Court authorizes the Borrower to obtain financing from an existing creditor or other third party lender in lieu of Lender and the financing is provided by such existing creditor or other third party

*JK*

lender ("Replacement Lender"). Each of the foregoing events (a) through (c) shall hereafter be referred to as a "Triggering Event"). In the event that the Triggering Event (a) or (b), above, occurs prior to entry of an order by the Bankruptcy Court approving the Emergency Advance, the Emergency Stand-by Fee due to the Lender shall be deemed an allowed unsecured claim, jointly and severally, in each of the Borrower entities' individual Chapter 11 cases. In the event that the Triggering Event (a) or (b), above, occurs following entry of an order by the Bankruptcy Court approving the Emergency Advance, the Emergency Stand-by Fee due to the Lender shall be deemed an allowed administrative expense claim, jointly and severally, in each of the Borrower entities' individual Chapter 11 cases. In the event that the Triggering Event is as described in (c), above, then, in that event, said Emergency Stand-By Fee shall be paid to Lender, as a condition precedent to the extension of the loan to the Borrower by the Replacement Lender, payable in full, in cash, at the initial funding of the loan by the Replacement Lender.

The second portion of the Stand-by Fee, equal to two percent (2.0%) of the Interim Advance (hereafter the "Interim Stand-by Fee") shall be earned by Lender if any of the following events occur: (a) the Borrower elects to not enter into the Loan under this Commitment with respect to either the Emergency Advance or the Interim Advance for any reason, or (b) the Borrower fails to satisfy any of the material Conditions contained in this Commitment, or (c) the Bankruptcy Court authorizes the Borrower to obtain financing from an existing creditor or other third party lender in lieu of Lender and the financing is provided by such existing creditor or other third party lender ("Replacement Lender"). Each of the foregoing events (a) through (c) shall hereafter be referred to as a "Triggering Event"). In the event that the Triggering Event (a) or (b), above, occurs prior to entry of an order by the Bankruptcy Court approving the Emergency Advance, the Interim Stand-by Fee due to the Lender shall be deemed an allowed unsecured claim, jointly and severally, in each of the Borrower entities' individual Chapter 11 cases. In the event that the Triggering Event (a) or (b), above, occurs following entry of an order by the Bankruptcy Court approving the Emergency Advance, the Interim Stand-by Fee due to the Lender shall be deemed an allowed administrative expense claim, jointly and severally, in each of the Borrower entities' individual Chapter 11 cases. In the event that the Triggering Event is as described in (c), above, then, in that event, said Interim Stand-By Fee shall be paid to Lender, as a condition precedent to the extension of the loan to the Borrower by the Replacement Lender, payable in full, in cash, at the initial funding of the loan by the Replacement Lender.

DB



The third portion of the Stand-by Fee, equal to two percent (2.0%) of the Final Advance (hereafter the "Final Stand-by Fee"), shall be deemed to have been earned by the Lender when all of the following will have occurred: (a) the Bankruptcy Court shall have entered an Order applicable to the Emergency Advance; (b) the Lender determines that the results of the Full Due Diligence Review are satisfactory to Lender and (c) a Triggering Event shall have occurred. In such event, the Lender shall have an allowed administrative expense claim, jointly and severally, in each of the Borrower entities' individual Chapter 11 cases for the amount of the Final Stand-by-Fee, and the Lender and the Borrower shall be relieved of any further obligation under this Commitment; provided, however, that in the event the Borrower obtains financing from a Replacement Lender, the Final Stand-by-Fee shall be paid in full, in cash, at the closing of such loan, as a condition precedent to Borrower closing such a loan with a Replacement Lender.

If the Loan with respect to the Final Advance is not made by Lender as a result of its election to terminate the Commitment following the Full Due Diligence Review in accordance with Paragraph "I" of the CONDITIONS, then the Final Stand-by Fee shall not be recorded as an administrative claim and the Lender shall receive no other additional compensation for its services on account of the Final Advance, and the Lender shall then have no further obligation to the Borrower under this Commitment with respect to the Final Advance.

**LEGAL FEE  
DEPOSIT:**

Simultaneously with acceptance and execution of this Commitment by Borrower, Borrower has issued irrevocable orders to Borrower's counsel to release from Borrower's counsel's trust account and to immediately wire to Lender's attorney a legal fee deposit in the amount of \$30,000 ("Legal Fee Deposit"). The Legal Fee Deposit, which shall not be construed as a cap, will be available to Lender's attorney to be used to defray costs and attorneys' fees associated with the Loan. The Legal Fee Deposit shall be deemed earned upon acceptance and execution of this Commitment, but one-half shall be refundable to Borrower only in the event that the Bankruptcy Court does not enter an Order approving the Emergency Advance. To the extent that the Legal Fee Deposit is insufficient, any remaining amount due shall be disbursed to Lender or its counsel as a closing cost, at closing. Borrower shall be entitled to use the Emergency Advance and the Interim Advance to reimburse itself for the Legal Fee Deposit. Borrower acknowledges that it has executed and delivered this Commitment and issued irrevocable instructions to Borrower's counsel to wire the Legal Fee Deposit prior to the filing of a petition in bankruptcy on behalf of any of the Borrowers.

JK

This letter will become effective once signed by all parties. This offer by Lender will expire, **February 27, 2010 at 8:00 PM, time is of the essence.** Lender shall have no obligation with respect to the Loan unless and until this commitment letter is fully executed and received by Lender along with the Application Fee and the Legal Fee Deposit if the Commitment is not terminated under subparagraph A. of the Conditions. Said \$30,000 Application Fee and \$30,000 Legal Fee Deposit shall be deposited in accordance with the following wire instructions:

**Wire Instructions:**

**WIRE INSTRUCTIONS:**

**EFO FINANCIAL GROUP, LLC**

**AMOUNT: \$30,000**

**WIRE TO: BANK OF AMERICA**

**ABA NO: 026009593**

**ACCOUNT OF: EFO FINANCIAL GROUP, LLC**

**Acct NO: 488014073373**

**WIRE INSTRUCTIONS:**

**Louis X. Amato**

**AMOUNT: \$30,000**

**WIRE TO: FIFTH THIRD BANK**

**ABA NO: 042000314**

**ACCOUNT OF: LOUIS X. AMATO, P.A., TRUST ACCOUNT**

**ACCOUNT NO: 7430837109**

**CLOSING:**

The closing on the Loan shall take place as soon as practical after satisfaction of the conditions contained herein, including without limitation, approval of the Bankruptcy Court. Each successive disbursement on the Loan shall take place upon satisfaction of the conditions contained herein and in the loan documents.

**ASSIGNMENT:**

Lender may assign any or all of its obligations and rights hereunder to one or more assignees or participants, and may collaterally assign the Loan Documents to Lender's lender under any existing or future loan arrangement. Lender intends to bring participants into this transaction either as assignees or indirectly as lenders to Lender. Borrower consents to Lender's sale or assignment of all or a portion of the Loan, and Borrower agrees to execute any and all agreements and other documents reasonably requested by Lender and Lender's lenders to formalize such assignments of or participations in the Loan.

**USURY:**

This Commitment is subject to the express condition that at no time shall the Borrower be obligated or required to pay interest at a rate which could subject Lender or its assignees to either civil or criminal liability as a result of being in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay. If by the terms of this Commitment or the note the Borrower is at any time required or obligated to pay interest at a rate in excess of such maximum rate, the rate of interest hereunder and/or under the note shall be deemed to be immediately reduced to such maximum rate and interest payable shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of principal balance or, if the Loan has not closed shall be void, and if Lender deems it a hardship to close the Loan under usury statutes, all fees paid to Lender shall be refunded and this Commitment shall be null and void.

It is also hereby understood and agreed upon by and between the Borrower and Lender that the Lender does not intend, under any circumstances, to charge, collect, assess or receive interest, at an effective rate, in excess of the maximum rate allowable under applicable state and federal law. If the effective interest rate does exceed the maximum rate allowable by applicable state or federal law, the Borrower and Lender intend to and hereby agree to reduce the effective interest rate to the maximum rate allowable by applicable state or federal law.

It is further understood and agreed upon by and between the Borrower and Lender that the Lender does not intend, under any circumstances, to charge, collect, assess or receive interest, at the Default Rate's effective rate, in excess of the maximum rate allowable under applicable state and federal law. If the Default Rate's effective interest rate exceeds the maximum rate allowable by applicable state or federal law, the Borrower and Lender intend to and hereby agree to reduce the Default Rate's effective interest rate to the maximum rate allowable by applicable state or federal law.

**CONFIDENTIALITY:**

This Commitment is confidential. Until such time as the Commitment has been executed by each of the Borrower and the Lender, the Borrower shall not disclose the terms of this Commitment to any third party other than its officers, directors, professionals and advisors, unless otherwise required by Bankruptcy Court order following a hearing on notice to the Lender. This provision shall survive the termination of this Commitment.

**SURVIVAL OF  
COMMITMENT:**

A copy of this Commitment shall be attached to, and incorporated into, each and every order entered by the Bankruptcy Court with regard to the Loan. To the extent not inconsistent with the other Loan Documents, this Commitment and all of the terms and conditions contained herein shall survive the closing of the Loan and shall remain binding on the Borrower and Lender as part of the Loan Documents, provided, however, that if there should exist any disagreement between the terms of this Commitment and the terms of any of the other Loan Documents, the terms of the Loan Documents shall control.

**EXECUTION AND  
RELIANCE ON  
COUNSEL:**

This Commitment may be executed in counterparts which, taken together, shall constitute one original. This Commitment is for the benefit of the Borrower only and may not be assigned except upon the prior written consent of Lender, which consent may be withheld for any reason or for no reason. No party other than the Borrower or a consented to assignee may rely upon the terms and conditions of this Commitment. This Commitment is executed by an individual strictly in his capacity as a representative of the Lender. By acceptance of this Commitment, Borrower agrees that no representative, member, partner, shareholder, employee or agent of the Lender shall be personally liable for the payment of any claim or performance of any obligations hereunder. This Commitment will be governed by and construed in accordance with the laws of the State of Florida and of the United States, without regard to the principles of conflicts of laws thereof. The Borrower had the benefit of advice of counsel in connection with the execution of this Commitment and the Loan contemplated hereby. This document has been negotiated at arm's length and in good faith between the Lender and the Borrower.

**NON WAIVER:**

No failure or delay on the part of Lender to exercise any rights under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right under the Loan Documents preclude any further exercise thereof, or the exercise of any other right. Each and every right or remedy granted under the Loan Documents or under any document delivered thereunder or in connection therewith or allowed to Lender in law or equity shall be deemed cumulative and may be exercised from time to time.

**OTHER:**

Borrower has represented to the Lender that it intends to use a portion of the proceeds of the Loan for the operation of the business prior to the borrower submitting a plan of reorganization ("Plan") for its emergence

from bankruptcy. Lender has relied upon this representation in extending this Commitment. The Order authorizing each Advance of the Loan shall expressly provide that the Bankruptcy Court shall retain the fullest jurisdiction over both this Loan and the Borrower until such time as the Loan is irrevocably repaid to the Lender, in full, in cash. The Plan shall not modify, alter or impair the liens and claims of the Lender, without the prior written consent of the Lender. The Order authorizing each Advance of the Loan shall also contain such waivers as Lender shall require entitling the Lender to immediately foreclose and otherwise enforce rights against the Borrower and the Collateral should the Borrower, either voluntarily or involuntarily, be subject of a subsequent case or proceeding under title 11 of the United States Code, of otherwise default under the Loan or loan documents.

As referenced in this Commitment, funding of the Loan is dependent upon, among other things, satisfactory negotiation of loan documentation between the Borrower and the Lender. The foregoing letter simply sets forth general terms and conditions upon which the Lender would be willing to make the Loan described herein. **This Commitment is not, in and of itself, a document that guarantees funding by the Lender to the Borrower in the amounts set forth herein. Only final loan documentation and satisfaction of the conditions set forth above will obligate the Lender to fund the Loan.** Any material deterioration of the financial condition of the Borrower or the condition of the Collateral between the execution of this Commitment and the closing of the Loan will relieve the Lender of any obligation on the part of the Lender to fund the Loan.

If you find this Commitment to your satisfaction, please execute a copy of this document in the space provided herein below and return the same to the undersigned. Please have the shareholders of the Borrower execute this Commitment to the Lender, upon the terms and conditions contained in this Commitment.

DK

We appreciate this opportunity to respond to your financing requirements. If you have questions regarding this letter, please call Mr. David Goduti at (239) 449-1812.

Very truly yours,

EFO Financial Group, LLC,  
a Florida limited liability company

By: EFO Financial Group, LLC,  
a Florida limited liability company,  
its Manager

By: David Goduti  
David Goduti, Manager

**AGREED AND ACCEPTED**

**Schwab Industries, Inc.,**  
an Ohio corporation

By: \_\_\_\_\_

Name: David L. Moreland

Title: Executive Vice President

**Medina Cartage Company,**  
an Ohio corporation

By: \_\_\_\_\_

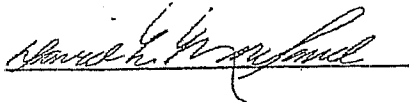
Name: David L. Moreland

Title: Executive Vice President

*DF*

AGREED AND ACCEPTED

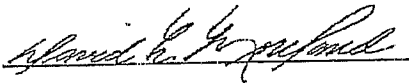
Schwab Industries, Inc.,  
an Ohio corporation

By: 

Name: David L. Moreland

Title: Executive Vice President


Medina Cartage Company,  
an Ohio corporation

By: 

Name: David L. Moreland

Title: Executive Vice President

Medina Supply Company,  
an Ohio corporation

By: 

Name: David L. Moreland

Title: Executive Vice President



Quality Block & Supply, Inc.,  
an Ohio corporation

By: David L. Moreland

Name: David L. Moreland

Title: Executive Vice President

Twin Cities Concrete Company,  
an Ohio corporation

By: David L. Moreland

Name: David L. Moreland

Title: Executive Vice President

O.I.S. Tire Inc.,  
an Ohio corporation

By: David L. Moreland

Name: David L. Moreland

Title: Executive Vice President

Schwab Materials, Inc.,  
a Florida corporation

By: David L. Moreland

Name: David L. Moreland

Title: Executive Vice President

Schwab Ready-Mix, Inc.,  
a Florida corporation

By: David L. Moreland

Name: David L. Moreland

Title: Executive Vice President

Eastern Cement Corporation,  
a Florida corporation

By: David L. Moreland

Name: David L. Moreland

Title: Executive Vice President

## EXHIBIT A

### BUDGET

<b>Emergency Advance:</b>			
Payroll & Related	\$1,042,196		
Operating Disbursements	1,483,971		
Debt Service	362,833		
Application Fee & Legal Fee Deposit Reimbursement	30,000		
Closing Costs (Estimated)	52,500		
Interest Reserve	420,000	12.00%	
Commitment Fee	70,000	2.00%	
Loan Servicing Fee	38,500	1.10%	
<b>Total Emergency Advance</b>	<b>\$3,500,000</b>		
<b>Interim Advance:</b>			
Payroll & Related	\$1,058,350		
Operating Disbursements	1,483,971		
Debt Service	362,833		
Application Fee & Legal Fee Deposit Reimbursement	30,000		
Closing Costs (Estimated)	52,500		
Interest Reserve (50 Weeks)	403,846	12.00%	
Commitment Fee	70,000	2.00%	
Loan Servicing Fee	38,500	1.10%	
<b>Total Interim Advance</b>	<b>\$3,500,000</b>		
<b>Final Advance (Maximum Loan Amount)*</b>			
Payoff of Emergency Advance	\$3,500,000		
Payoff of Interim Advance	3,500,000		
Payroll & Related	3,206,656		
Operating Disbursements	4,565,925		
Debt Service	2,785,419		
Closing Costs (Estimated)	183,087		
Commitment Fee**	366,173	2.00%	
Loan Servicing Fee	201,395	1.10%	
<b>Total Final Advance (Maximum Loan Amount)</b>	<b>\$18,308,655</b>		

\* Budget for the Final Advance to be approved by Lender.

\*\*Additional 2% due upon the maturity of the Loan with respect to the Final Amount.

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## EXHIBIT B

### LEGAL DESCRIPTION

Collateral: The collateral for the loan shall include the following:

(a) The real property more particularly described on Exhibit "B-1" (the "Property"), together with all of the owner's right, title, interest, and privileges in all (i) streets, ways, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Property or the Improvements thereon; (ii) strips or gores of real property between the Property and abutting or adjacent properties; and (iii) all water and water rights pertaining to the Property;

(b) Any and all improvements of any kind or nature situated, placed, or constructed on the Property;

(c) All fixtures, materials, supplies, equipment, systems, and apparatus, now or hereafter attached to, installed in, or used in connection with (temporarily or permanently) any of the Property or its improvements, including motors, engines, boilers, furnaces, pipes, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, cleaning, waste disposal, transportation (of people or things, including but not limited to, stairways, elevators, escalators, and conveyors), incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and lighting, traffic control, waste disposal, raw and potable water, gas, electrical, storm and sanitary sewer, telephone and cable television facilities, and all other utilities whether or not situated in easements;

(d) Any and all leases, master leases, subleases, licenses, concessions, and other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Property, including all security and other deposits;

(e) All furniture, furnishings, machinery, goods, general intangibles, money, insurance proceeds, accounts, trademarks, trade names, copyrights, chattel paper, instruments, investment property, letter of credit rights, inventory, deposit accounts or other funds or evidences of cash, credit or indebtedness deposited by or on behalf of owner with any governmental agencies, boards, corporations, providers of utility services, public or private, including reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any of the collateral, and all

other personal property of any kind or character which is now or hereafter situated in, on, or about the Property or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof;

(f) Any and all contracts, subcontracts, and agreements, written or oral, in any way relating to the construction of the improvements on the Property or the supplying of material (specially fabricated or otherwise), labor, supplies, or other services therefor, contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements for water, wastewater, and other utility services whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Property, whether such contracts, licenses, and permits are now or at any time thereafter existing; and

(g) Any and all other rights of the owner (i) to develop and/or operate the Property as a commercial and/or residential project, as the case may be; (ii) in any financing arrangements relating to the financing of or the purchase of all or any portion of the Property by future purchasers; and (iii) in all other contracts which in any way relate to the use, enjoyment, occupancy, operation, maintenance, repair, management or ownership of the Property.



EXHIBIT B

ALL REAL, PERSONAL AND INTANGIBLE PROPERTY OF THE BORROWERS, INCLUDING,  
WITHOUT LIMITATION, THE INTERESTS HEREAFTER DESCRIBED.

SEE ATTACHED LEGAL DESCRIPTIONS

*df*

Real Property

DEBTOR	LOCATION
Schwab Industries	2301 Progress Street Dover, OH 44622 PPN 15-05831-000  358 Stonecreek Rd, NW New Philadelphia, OH 44663 PPN 43-06747-000 43-05677.000  3251 Brightwood Road Midvale, OH 44653 PPN 27-00422-000
Twin Cities Concrete Co.	141 Tuscarawas Avenue Dover, OH 44622 PPN 15-04042-000 15-04043-000  1031 Kensington Road NE Carrollton, OH 44615 PPN 09-00-00779.000 09-00-00778.000 09-00-00491.001  82799 Toot Road Cadiz, OH 43907 04-00401.000
Medina Supply Company	661 Front Street Berea, OH 44017 PPN 362-06-002  1151 West Bagley Road Berea, OH 44017 PPN 361-34-012  1501 Industrial Parkway Brunswick, OH 44212 PPN 03-18D-06-095  340 Steels Corner Road Cuyahoga Falls, OH 44221 PPN 35-03690 35-03692 35-03694 35-02553 35-02554 35-02555 35-02556 35-02560 35-02561  Steels Corner and Wyoga Lake Roads



	<p>Cuyahoga Falls, OH 44221  PPN 35-03690  35-03692  35-03694  35-02553  35-02554  35-02555  35-02556  35-02560  35-02561</p> <p>1817 Riverside Drive  Massillon, OH 44647  PPN 4700283</p> <p>820 West Smith Road  Medina, OH 44256  PPN 28-19C-03-022  28-19C-08-055</p> <p>300 North State Road  Medina, OH 44256  PPN 28-19-A-16 LOTS 038, 039 AND 040</p> <p>400 North State Road  Medina, OH 44256  PPN 28-19A-16-051</p> <p>E/S North State Road  Medina, OH 44256  PPN 28-19A-16-050</p> <p>800 Progress Drive  Medina, OH 44256  PPN 29-19A-15-247</p> <p>820 Progress Drive  Medina, OH 44256  PPN 29-19A-15-247</p> <p>230 East Smith Road  Medina, OH 44256  PPN28-19D-01 LOTS 017, 018, AND 021 AND  28-19D-02 LOTS 001, 002, 003, 004 AND 005</p> <p>7725 Race Road  North Ridgeville, OH 44035  PPN 07-00-034-000-121</p> <p>12523 Prospect Road  Strongsville, OH 44136  PPN 392-22-003  392-22-018</p> <p>1516 Highland Road  Twinsburg, OH 44087  PPN 62-04249  22-03711</p>
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	10232 Pifer Road Wadsworth, OH 44281 PPN 38-17C-26-012 38-17C-32-002
Quality Block & Supply	18413 Dover Road Mt. Eaton, OH 44659 PPN39-00617-00  1550 Timken Road Wooster, OH 44691 PPN 56-01450.002
Schwab Ready Mix	7290 Alico Road Fort Myers, FL 33902 PPN 08-46-25-00-00002.0010  6300 Shirley Street Naples, FL 33950 PPN 2460400002  2110 Pondella Road North Fort Myers, FL 33903 PPN 08-44-24-00-00003.014A 08-44-24-C2-00003.015A 08-44-24-C2-00003.019O 08-44-24-C2-00003.020A  4500 Linwood Road Placida, FL 34224 PPN 412119454001  3333 Acline Road Punta Gorda, FL 33950 PPN 412328251002  123 South Jackson Venice, FL 34292 PPN 0418-06-0001  1923 63rd Avenue E Bradenton, FL 34203 PPN 1848800007  1102 Alachua Street Immokalee, FL 34142 PPN 63864640009  14040 Harlee Road Palmetto, FL 34221 PPN 593110158
Eastern Cement Corp.	13250 Eastern Avenue Palmetto, FL 34221 <sup>(1)</sup> PPN 2061510000
Schwab Materials aka Schoebrun Farms	18500 Corkscrew Road Estero, FL 33928

	PPN 29-46-27-00-00001.0000 30-46-27-00-00001.000 31-46-27-00-00001.0000 32-46-27-00-00001.000
Schwab Ready-Mix, Inc.	6700 Daniels Parkway Fort Myers, FL 33912 Suites 3, 4, 5 and 6 (Lease of property)
Eastern Cement Corp.	Port Manatee North Gate Entrance 13604 Reeder Road Palmetto, FL 34221 (Lease of Port)

### Description of Original Premises-Part I

All rights (other than those of Lessor (defined below)) under the following instruments, agreements and other documents entered into by and between the Manatee County Port Authority, as lessor ("Lessor"), and Eastern Cement Corp., as lessee, (collectively, the "Lease"): (a) Lease dated July 14, 1983; as memorialized by that certain Memorandum of Lease recorded in Official Record Book 1100, Page 1350 of Manatee County, Florida (b) Port Manatee Lease Supplement dated July 14, 1983; (c) Port Manatee Lease Option Election dated January 5, 1984; (d) Port Manatee Facility License Agreement dated November 7, 1985, as modified by Affidavit, dated June 19, 1996 and recorded in Official Record Book 1491, Page 5556 of Manatee County, Florida; (e) Port Manatee Lease Rent Modification Agreement dated May 1, 1991; (f) Second Port Manatee Lease Rent Modification Agreement dated November 13, 1995; and (g) and Consent Agreement among Lessor, Eastern Cement Corp. and Fremont Financial Corporation, dated June 19, 1996, and recorded in Official Records Book 1491, Page 5600 of Manatee County, Florida Records, all of which relate to:

That certain real property and improvements located in Manatee County, Florida and described as:

#### Parcel I

Commence at the SE corner of Section 1, Township 33 South, Range 17 East, Manatee County, Florida; also being coordinate point 1136.56 South and 3464.23 East of the Port Manatee Coordinate System; Thence North 1136.56 feet and West 2851.23 feet to the Point of Beginning, also being coordinate point 000.00 N and 613.0 East of the Port Manatee Coordinate System; Thence North 300.0 feet; Thence East 520.0 feet; Thence South 300.0 feet; Thence West 520.0 feet; to The Point of Beginning.

#### Parcel II

Commence at the SE corner of Section 1, Township 33 South, Range 17 East, Manatee County, Florida; also being coordinate point 1136.56 South and 3464.23 East of the Port Manatee Coordinate system; Thence North 1436.56 feet and West 2851.23 feet to the Point of Beginning, also being coordinate point 300.00 North and 613.00 East of the Port Manatee Coordinate System; Thence North 200.00 feet; Thence East 520.00 feet; Thence South 200.00 feet; Thence West 520.00 feet to The Point of Beginning.

#### Parcel III

Commence at the SE corner of Section 1, Township 33 South, Range 17 East, Manatee County, Florida; Thence North along the East line of said Section 1, a distance of 1,888.56 feet; Thence West along the center line of a proposed road (752N) 3,329.51 feet; Thence South 608 feet; Thence East 29.28 feet to Point of Beginning. Thence South 19.0 feet; Thence East 155 feet; Thence North 1.5 feet; Thence East 294 feet; Thence North 9.0 feet; Thence West 294 feet; Thence North 8.5 feet; Thence West 155 feet to the Point of Beginning.

### Description of Original Premises-Part II

All rights (other than those of Lessor) under the following instruments, agreements and other documents entered into by and between Lessor, as lessor, and Eastern Cement Corp., as lessee: (a) Port Manatee Amended and Restated Land Lease dated June 20, 2006; (b) Addendum to Port Manatee Amended and Restated Land Lease recorded in Official Record Book 2232, Page 2104 of Manatee County, Florida; (c) the Amended and Restated Memorandum of Lease recorded in Official Record Book 2233, Page 4340 of Manatee County, Florida; and (d) the Consent Agreement dated October 18, 2007 and recorded in Official Record Book 2232, Page 2074 in the of Manatee County, Florida, all of which relate to the Original Premises described on Exhibit A-1 and the following real property:

#### Aggregates Facility

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND PROCEED NORTH A DISTANCE OF 1154.19 FEET; THENCE WEST A DISTANCE OF 1374.73 FEET TO THE POINT OF BEGINNING; THENCE N00°00'17"W A DISTANCE OF 25.00 FEET; THENCE N40°22'45"W A DISTANCE OF 70.90 FEET; THENCE N05°56'46"W A DISTANCE OF 498.22 FEET; THENCE WEST A DISTANCE OF 575.31 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 436.71 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 393.97 FEET, THROUGH A CENTRAL ANGLE OF 51°41'18" TO THE CURVES END; THENCE S00°02'05" E A DISTANCE OF 233.36 FEET; THENCE N89°59'35"E A DISTANCE OF 841.49 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 9.85 ACRES

#### Pneumatic Cement Unloader Storage Area

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND PROCEED NORTH A DISTANCE OF 917.29 FEET; THENCE WEST A DISTANCE OF 3195.01 FEET TO THE POINT OF BEGINNING; THENCE S89°45'54"W A DISTANCE OF 65.00 FEET; THENCE N0°14'06"W A DISTANCE OF 100.00 FEET; THENCE N89°45'54"E A DISTANCE OF 65.00 FEET; THENCE S0°14'06"E A DISTANCE OF 100.00 FEET BACK TO THE POINT OF BEGINNING. (CONTAINING 0.15 ACRES)

#### Bulk Handling Facility (New Parcels Only)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND PROCEED NORTH A DISTANCE OF 1245.69 FEET; THENCE WEST A DISTANCE OF 2216.28 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE WESTERN BOUNDARY OF NEWLY CREATED 9.85 ACRE LEASE TRACT; THENCE N85°36'43"W A DISTANCE OF 99.11 FEET TO THE EASTERN BOUNDARY OF EXISTING LEASE PARCEL AS RECORDED IN OFFICIAL RECORD BOOK 1100, PAGE 1350, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N00°01'43"W ALONG SAID EASTERN BOUNDARY A DISTANCE OF 40.12 FEET; THENCE S85°36'43"E A

DISTANCE OF 99.10 FEET BACK TO THE WESTERN BOUNDARY OF SAID 9.85 ACRE  
LEASE TRACT; THENCE ALONG SAID WESTERN BOUNDARY A DISTANCE OF 40.12  
FEET BACK TO THE POINT OF BEGINNING.

And,

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH,  
RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST  
LINE OF SAID SECTION 1 AT DISTANCE OF 1,888.56 FEET; THENCE WEST ALONG  
THE CENTER LINE OF A PROPOSED ROAD (752N) 3,329.51 FEET; THENCE SOUTH  
608.00 FEET; THENCE EAST 29.28 FEET; TO THE POINT OF BEGINNING; THENCE  
NORTH, 1.59 FEET; THENCE EAST 219.51 FEET; THENCE NORTH 7.53 FEET; THENCE  
EAST 229.49 FEET; THENCE SOUTH, 17.61 FEET; THENCE WEST, 294.00; THENCE  
NORTH, 8.50 FEET; THENCE WEST 155.00 FEET TO THE POINT OF BEGINNING.

### Consolidated Legal Description of Original Premises

A consolidated legal description of the land ground leased by Eastern Cement Corp. from Lessor as described on Exhibit A-1 and Exhibit A-2 above is as follows:

#### Cement Facility

##### PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1 TOWNSHIP 33 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA, ALSO BEING COORDINATE POINT 1136.56 SOUTH AND 3464.23 EAST OF THE PORT MANATEE COORDINATE SYSTEM; THENCE NORTH 1136.56 FEET AND WEST 2851.23 FEET TO THE POINT OF BEGINNING WHICH IS ALSO COORDINATE POINT 000.00 NORTH AND 613.0 EAST OF THE PORT MANATEE COORDINATE SYSTEM THENCE: NORTH 300 FEET, EAST 520 FEET, SOUTH 300 FEET, WEST 520 FEET TO A POINT OF BEGINNING.

##### PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, ALSO BEING COORDINATE POINT 1136.56 SOUTH AND 3464.23 EAST OF THE PORT MANATEE COORDINATE SYSTEM; THENCE NORTH 1436.56 FEET AND WEST 2851.23 FEET TO POINT OF BEGINNING ALSO BEING COORDINATE POINT 300.00 NORTH AND 613.00 EAST OF THE PORT MANATEE COORDINATE SYSTEM THENCE; NORTH 200 FEET, EAST 520 FEET, SOUTH 200 FEET, WEST 520 FEET TO POINT OF BEGINNING.

#### Aggregates Facility

##### PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND PROCEED NORTH A DISTANCE OF 1154.19 FEET; THENCE WEST A DISTANCE OF 1374.73 FEET TO THE POINT OF BEGINNING; THENCE N00°00'17"W A DISTANCE OF 25.00 FEET; THENCE N40°22'45"W A DISTANCE OF 70.90 FEET; THENCE N05°56'46"W A DISTANCE OF 498.22 FEET; THENCE WEST A DISTANCE OF 575.31 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 436.71 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 393.97 FEET, THROUGH A CENTRAL ANGLE OF 51°41'18" TO THE CURVES END; THENCE S00°02'05"E A DISTANCE OF 233.36 FEET; THENCE N89°59'35"E A DISTANCE OF 841.49 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 9.85 ACRES



Pneumatic Cement Unloader Storage Area

PARCEL 4

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND PROCEED NORTH A DISTANCE OF 917.29 FEET; THENCE WEST A DISTANCE OF 3195.01 FEET TO THE POINT OF BEGINNING; THENCE S89°45'54"W A DISTANCE OF 65.00 FEET; THENCE N0°14'06"W A DISTANCE OF 100.00 FEET; THENCE N89°45'54"E A DISTANCE OF 65.00 FEET; THENCE S0°14'06"E A DISTANCE OF 100.00 FEET BACK TO THE POINT OF BEGINNING. (CONTAINING 0.15 ACRES)

Bulk Handling Facility

PARCEL 5

COMMENCE AT THE S E CORNER OF SECTION 1, TOWNSHIP 33 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 1,888.56 FEET; THENCE WEST ALONG THE CENTER LINE OF A PROPOSED ROAD (752N) 3,329.51 FEET; THENCE SOUTH 608 FEET; THENCE EAST 29.28 FEET TO A POINT OF BEGINNING. THENCE SOUTH 19.0 FEET; THENCE EAST 155 FEET; THENCE NORTH 1.5 FEET; THENCE EAST 294 FEET; THENCE NORTH 9.0 FEET; THENCE WEST 294 FEET; THENCE NORTH 8.5 FEET; THENCE WEST 155 FEET TO POINT OF BEGINNING.

And,

PARCEL 6

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND PROCEED NORTH A DISTANCE OF 1245.69 FEET; THENCE WEST A DISTANCE OF 2216.28 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE WESTERN BOUNDARY OF NEWLY CREATED 9.85 ACRE LEASE TRACT; THENCE N85°36'43"W A DISTANCE OF 99.11 FEET TO THE EASTERN BOUNDARY OF EXISTING LEASE PARCEL AS RECORDED IN OFFICIAL RECORD BOOK 1100, PAGE 1350, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N00°01'43"W ALONG SAID EASTERN BOUNDARY A DISTANCE OF 40.12 FEET; THENCE S85°36'43"E A DISTANCE OF 99.10 FEET BACK TO THE WESTERN BOUNDARY OF SAID 9.85 ACRE LEASE TRACT; THENCE ALONG SAID WESTERN BOUNDARY A DISTANCE OF 40.12 FEET BACK TO THE POINT OF BEGINNING.

And,

PARCEL 7

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 1,888.56 FEET; THENCE WEST ALONG THE CENTER LINE OF A PROPOSED ROAD (752N) 3,329.51 FEET; THENCE SOUTH

608.00 FEET; THENCE EAST 29.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH, 1.59 FEET; THENCE EAST 219.51 FEET; THENCE NORTH 7.53 FEET; THENCE EAST 229.49 FEET; THENCE SOUTH, 17.61 FEET; THENCE WEST, 294.00; THENCE NORTH, 8.50 FEET; THENCE WEST 155.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8

FEE SIMPLE ON ALL IMPROVEMENTS LOCATED ON PARCELS 1-7.

**Description of Additional Premises**

All real property and improvements situated in Lee County, Florida and described as follows:

**Parcel One:**

All of Section 30, Township 46 South, Range 27 East, Lee County, Florida.

**LESS and EXCEPTING:**

A parcel or tract of land being that portion of Corkscrew Road Right-of-Way lying in Section 30, Township 46 South, Range 27 East, Lee County, Florida, being described as follows:

Commencing at the POINT OF BEGINNING at the Northwest corner of aforesaid Section 30; thence run North 89°02'00" East along the North line of said Section 30 for 2632.32 feet to the Northeast corner of the Northwest quarter (NW1/4) of said Section 30; thence run North 89°01'54" East along said North line for 2639.17 feet to the Northeast corner of said Section 30; thence run South 00°55'27" East along the East line of said Section 30 for 50.00 feet to a point on the Southerly maintained Right-of-Way line of Corkscrew Road (100 feet in width); thence run South 89°32'31" West along said Right-of-Way line for 2639.24 feet to a point on the East line of the Northwest quarter (NW1/4) of said Section 30; thence run South 89°23'19" West along said Right-of-Way line for 2632.40 feet to a point on the West line of said Section 30; thence North 00°46'40" West along said West line for 10.24 feet to the POINT OF BEGINNING.

**Parcel Two:**

All of Section 29, Township 46 South, Range 27 East, Lee County, Florida less the East 330 feet thereof, and the East 1/4 of Section 31, Township 46 South, Range 27 East.

**Parcel Three:**

All of Section 32, Township 46 South, Range 27 East, Lee County, Florida, together with an undivided interest in a non-exclusive easement for road right-of-way over and across the Westerly 30 feet of the Easterly 32 feet of Section 29, Township 46 South, Range 27 East. Said easement recorded in Official Record Book 1204, Page 27.

**Less and Except Parcel A:**

The NW 1/4 of the NW 1/4 of Section 32, Township 46 South, Range 27 East, Lee County, Florida; and

Less and Except Parcel B:

A tract or parcel of land lying in the southeast quarter of Section 32, Township 46 South, Range 27 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the concrete monument marking the Southeast corner of said fraction and said Section, run South 89 degrees 05'19" West along the South line of said Section for 1,800 feet; thence run North 00 degrees 53'00" West, parallel with the East line of said Section for 1,452.00 feet; thence run North 89 degrees 05'19" East, parallel with the South line of said Section for 1,800.00 feet to an intersection with said East line of said fraction and said Section; thence run South 00 degrees 53'00" East along said East line for 1,452.00 feet to the Point of Beginning; subject to and together with those certain easements as described in Official Record Book 1204, Page 27, and Official Record Book 1287, Page 347, all of the Public Records of Lee County, Florida.

846650

PARCEL #8:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio: And known as being part of Original Ridgeville Township Lot No. 34, and bounded and described as follows: Beginning at the southwesterly corner of Original Ridgeville Township Lot No. 34; thence North 01° 12' 34" East along the westerly line of Original Ridgeville Township Lot No. 34 and the centerline of Race Road a distance of 50.01 feet to a point in the northerly right of way of the New York Central Railroad Company and the principal place of beginning; Thence North 01° 12' 34" East a distance of 490.00 feet to a point on the centerline of Race Road; Thence South 88° 47' 26" East a distance of 350.00 feet to a point; Thence South 01° 12' 34" East a distance of 259.20 feet to a point; Thence South 89° 45' 14" East a distance of 178.97 feet to a point; Thence South 01° 12' 34" West a distance of 224.92 feet to a point in the northerly right of way of the New York Central Railroad Company; Thence North 89° 45' 14" West along the northerly right of way of the New York Central Railroad a distance of 529.02 feet to a point on the centerline of Race Road and the place of beginning; Containing within said bounds about 10.00 acres of land, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 07-00-034-000-121

MARY ANN JAMISON  
LORAIN COUNTY  
RECORDER

2002 AUG -5 P 3:08

RECEIVED FOR RECORD

74<sup>0</sup>  
KAC

EXCISE  
145099  
LORAIN COUNTY TITLE CO.

Book , Page , File Number 2002-0846650

**HOFMANN-METZKER, INC.**

REGISTERED PROFESSIONAL SURVEYORS

24 Beech Street • P.O. Box 343

Berea, Ohio 44017 (216) 234-7350

George A. Hofmann, P.S., President  
Richard D. Metzker, P.S., Vice PresidentDESCRIPTION

BEREA INDUSTRIAL PARKWAY EXT. PH 3

LOT #2

FEBRUARY 17, 1998

361-34-012

Situated in the City of Berea, County of Cuyahoga, State of Ohio and known as being part of Sublots 9, 10, 11 and 12 in the Richard Gilmour's Allotment as recorded in Volume 8, Page 31 of the Cuyahoga County Map Records of part of Original Olmsted Township Tract No. 1 and further bounded and described as follows:

Beginning at an Iron Pin Monument found at the intersection of the centerline of Lewis Road (60 feet wide) and the centerline of Bagley Road (80 feet wide);

Thence South 88 degrees 18 minutes 00 seconds East along the centerline of the old centerline of Bagley Road (40 feet wide) as shown on said Richard Gilmour's Allotment, a distance of 2,465.29 feet to a point at the Northeasterly corner of land conveyed to Andreas Gross by deed recorded in Volume 95-1060, Page 39 of the Cuyahoga County Map Records, said point also being the Northeasterly corner of said Sublot Number 12;

Thence South 01 degrees 26 minutes 46 seconds West along said Easterly line of Sublot Number 12, a distance of 857.23 feet to an Iron Pin set at its intersection with the Southerly line of proposed Berea Industrial Parkway (60 feet wide) said point being the principal place of beginning;

Thence continuing South 01 degrees 26 minutes 46 seconds West along said Easterly line, a distance of 602.65 feet to a stone monument found at the Southeasterly corner of said Sublot Number 12;

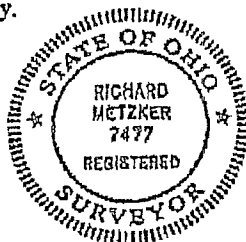
Thence North 89 degrees 10 minutes 28 seconds West along the Southerly line of said Richard Gilmour's Allotment, a distance of 593.98 feet to the Southwesterly corner of said Sublot Number 9 (Iron Pin found 0.25 feet South - 0.16 feet East);

Thence North 01 degrees 27 minutes 55 seconds East along the Westerly line of said Sublot Number 9, a distance of 602.46 feet to an Iron Pin set at its intersection with the Southerly line of said proposed Berea Industrial Parkway;

Thence Easterly along said Southerly line and along the arc of a circle deflecting to the left, a distance of 583.26 feet to a point of tangency, said arc having a radius of 1,530.00 feet and a chord which bears South 88 degrees 35 minutes 54 seconds East, a distance of 579.74 feet;

Thence North 80 degrees 08 minutes 50 seconds East and continuing along said Southerly line, a distance of 14.30 feet to the principal place of beginning and containing 346,307.041 square feet - 7.95 acres of land according to a survey performed by HOFMANN - METZKER, INC.

Iron Pins set are 3/8 inch rebar - 30 inches long and capped (6752/7477). Distances are given in feet and decimal parts thereof. The courses used in this description are given to an assumed meridian and are used to indicate angles only.

CUYAHOGA COUNTY RECORDER  
100002027718 PAGE 4 of 4

HOFMANN-METZKER, INC. Legal Description complies with  
Registered Professional Surveyors Cuyahoga County Conveyance  
Standards and is approved for  
transfer.

By: [Signature]  
Registered Surveyor Number 7477

Date

EXHIBIT A

to Open-End Mortgage Modification Agreement  
Legal Description of Land

PARCEL #1:

Situated in the City of Berea, County of Cuyahoga and State of Ohio, and known and described as follows: Known as being part of Original Middleburg Township Lot 2, Section No. 18, bounded as follows: Beginning in the centerline of Front Street at a point distant due North, measured along said centerline, 267.03 feet from an iron monument at its intersection with the southeasterly right-of-way line of The Cleveland, Cincinnati, Chicago and St. Louis Railroad; Thence South  $48^{\circ} 18' 00''$  West, 33.48 feet to a point in the westerly line of Front Street and the Principal Place of Beginning of premises herein described; Thence South  $48^{\circ} 18' 00''$  West, 391.11 feet to a point; Thence South  $50^{\circ} 35' 10''$  West, 115.00 feet to a point; Thence North  $53^{\circ} 24' 00''$  West, 150.02 feet to a point; Thence North  $34^{\circ} 08' 00''$  East, 44.00 feet to a point; Thence North  $32^{\circ} 10' 00''$  East, 593.15 feet to a point; Thence North  $72^{\circ} 21' 32''$  East, 168.77 feet to a point in the westerly line of Front Street; Thence due South along the westerly line of Front Street, 345.92 feet to the Principal Place of Beginning.

Permanent Parcel No. 362-06-002

PARCEL #2

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: Being part of Original Strongsville Township Lot No. 74, and bounded and described as follows: Beginning in the centerline of Prospect Road at the northwesterly corner of a parcel of land conveyed to Alfred James by deed dated October 2, 1951 and recorded in Volume 7413, Page 453 of Cuyahoga County Records; Thence northerly along the centerline of Prospect Road, 200.00 feet; Thence Easterly parallel with the northerly line of said parcel so conveyed to Alfred James, to the northwesterly line of The Baltimore and Ohio Railroad Company right-of-way; Thence Southwesterly along said northwesterly line to the northeasterly corner of the parcel conveyed to Alfred James, as aforesaid; Thence Westerly along the northerly line of said parcel so conveyed to Alfred James, 371.22 feet to the Place of Beginning.

EXCEPTING THEREFROM the easterly 20 feet of the westerly 50 feet thereof, said excepted parcel being included in the grant from Cherry Valley Farms, Inc., to the State of Ohio, as a perpetual easement and right-of-way for public highway and road purposes, dated April 12, 1941, and recorded in Volume 5289, Page 87 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 392-22-018

PARCEL #3

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And being part of Original Strongsville Township Lot No. 74, and bounded and described as



follows: Beginning on the centerline of Prospect Road at the northwesterly corner of land conveyed to Frank Siedel by Deed dated October 13, 1953, and recorded in Volume 7893, Page 43 of Cuyahoga County Records; Thence Northerly along the centerline of Prospect Road, about 275.80 feet to the southwesterly corner of land conveyed to Howard E. Rodgers and L. Virginia Rodgers by Deed dated May 20, 1954, and recorded in Volume 8052, Page 657 of Cuyahoga County Records; Thence Easterly along the southerly line of land so conveyed, 570.15 feet to the northwesterly line of The Baltimore and Ohio Railroad's right-of-way; Thence Southwesterly along the northwesterly line of said right-of-way to the northeasterly corner of land conveyed to Frank Siedel, as first aforesaid; Thence Westerly along the northerly line of land so conveyed, to the Place of Beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that portion conveyed to John Krupa by Deed dated November 10, 1955 and recorded in Volume 8472, Page 350, of Cuyahoga County Records.

ALSO EXCEPTING THEREFROM that portion conveyed to John Krupa by Deed dated June 4, 1957 and recorded in Volume 8882, Page 723, of Cuyahoga County Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to Melvin B. Ehrlich by Deed dated May 26, 1962 and recorded in Volume 10389, Page 377 of Cuyahoga County Records.

Permanent Parcel No. 392-22-003

**PARCEL #4**

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being Sublot No. 1 in Berea Industrial Parkway Extension Phase 3 Subdivision of part of Original Olmsted Township Tract No. 1 as shown by the recorded plat in Volume 290 of Maps, Page 26 of Cuyahoga County Records.

Permanent Parcel No. 361-34-012 and 013

to Open-End Mortgage Modification Agreement  
Legal Description of Land

PARCEL #1:

Situated in the City of Berea, County of Cuyahoga and State of Ohio, and known and described as follows: Known as being part of Original Middleburg Township Lot 2, Section No. 18, bounded as follows: Beginning in the centerline of Front Street at a point distant due North, measured along said centerline, 267.03 feet from an iron monument at its intersection with the southeasterly right-of-way line of The Cleveland, Cincinnati, Chicago and St. Louis Railroad; Thence South  $48^{\circ} 18' 00''$  West, 33.48 feet to a point in the westerly line of Front Street and the Principal Place of Beginning of premises herein described; Thence South  $48^{\circ} 18' 00''$  West, 391.11 feet to a point; Thence South  $50^{\circ} 35' 10''$  West, 115.00 feet to a point; Thence North  $53^{\circ} 24' 00''$  West, 150.02 feet to a point; Thence North  $34^{\circ} 08' 00''$  East, 44.00 feet to a point; Thence North  $32^{\circ} 10' 00''$  East, 593.15 feet to a point; Thence North  $72^{\circ} 21' 32''$  East, 168.77 feet to a point in the westerly line of Front Street; Thence due South along the westerly line of Front Street, 345.92 feet to the Principal Place of Beginning.

Permanent Parcel No. 362-06-002

PARCEL #2

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: Being part of Original Strongsville Township Lot No. 74, and bounded and described as follows: Beginning in the centerline of Prospect Road at the northwesterly corner of a parcel of land conveyed to Alfred James by deed dated October 2, 1951 and recorded in Volume 7413, Page 453 of Cuyahoga County Records; Thence northerly along the centerline of Prospect Road, 200.00 feet; Thence Easterly parallel with the northerly line of said parcel so conveyed to Alfred James, to the northwesterly line of The Baltimore and Ohio Railroad Company right-of-way; Thence Southwesterly along said northwesterly line to the northeasterly corner of the parcel conveyed to Alfred James, as aforesaid; Thence Westerly along the northerly line of said parcel so conveyed to Alfred James, 371.22 feet to the Place of Beginning.

EXCEPTING THEREFROM the easterly 20 feet of the westerly 50 feet thereof, said excepted parcel being included in the grant from Cherry Valley Farms, Inc., to the State of Ohio, as a perpetual easement and right-of-way for public highway and road purposes, dated April 12, 1941, and recorded in Volume 5289, Page 87 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 392-22-018

PARCEL #3

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And being part of Original Strongsville Township Lot No. 74, and bounded and described as

follows: Beginning on the centerline of Prospect Road at the northwesterly corner of land conveyed to Frank Siedel by Deed dated October 13, 1953, and recorded in Volume 7893, Page 43 of Cuyahoga County Records; Thence Northerly along the centerline of Prospect Road, about 275.80 feet to the southwesterly corner of land conveyed to Howard E. Rodgers and L. Virginia Rodgers by Deed dated May 20, 1954, and recorded in Volume 8052, Page 657 of Cuyahoga County Records; Thence Easterly along the southerly line of land so conveyed, 570.15 feet to the northwesterly line of The Baltimore and Ohio Railroad's right-of-way; Thence Southwesterly along the northwesterly line of said right-of-way to the northeasterly corner of land conveyed to Frank Siedel, as first aforesaid; Thence Westerly along the northerly line of land so conveyed, to the Place of Beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that portion conveyed to John Krupa by Deed dated November 10, 1955 and recorded in Volume 8472, Page 350, of Cuyahoga County Records.

ALSO EXCEPTING THEREFROM that portion conveyed to John Krupa by Deed dated June 4, 1957 and recorded in Volume 8882, Page 723, of Cuyahoga County Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to Melvin B. Ehrlich by Deed dated May 26, 1962 and recorded in Volume 10389, Page 377 of Cuyahoga County Records.

Permanent Parcel No. 392-22-003

**PARCEL #4**

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being Sublot No. 1 in Berea Industrial Parkway Extension Phase 3 Subdivision of part of Original Olmsted Township Tract No. 1 as shown by the recorded plat in Volume 290 of Maps, Page 26 of Cuyahoga County Records.

Permanent Parcel No. 361-34-012 and 013

Legal Description of Land

Twin Cities Concrete  
Carroll County

PARCEL #1:

Situated in the Township of Center, County of Carroll and State of Ohio: Being a part of a 0.36 acre tract (Volume 172, Page 296), located in the Southeast Quarter of Section 33, Township 14, Range 5 and being more fully described as follows: Beginning for a description at a stone at the Southwest corner of said Southeast Quarter of Section 33; Thence from said beginning, North 24° 31' 07" East, 302.66 feet to the Southwest corner of a 3.582-acre tract (Volume 243, Page 794); Thence with the South line of said 3.582-acre tract, South 69° 51' 36" East, 297.06 feet; Thence North 29° 36' 22" East, 501.86 feet to an iron pin (found) on the westerly Right of Way line of State Route 9; Thence with said right of Way line North 29° 38' 11" East, 105.72 feet to an iron pin (found) at the Southeast corner of a 0.36-acre tract (Volume 172, Page 296) and the corner of a 1.92-acre tract (Volume 150, Page 707) and being the True Place of Beginning; Thence from said beginning and with the bounds of said 1.92-acre tract and said 0.36-acre tract, North 63° 06' 45" West, 41.07 feet to an iron pin (found); Thence North 11° 00' 00" East, 106.01 feet to an iron pin (found) at a corner of said 1.92 acre tract; Thence leaving the bounds of said 1.92-acre tract, South 61° 17' 40" East, 74.91 feet to an iron pin (set) on the westerly Right of Way line of State Route 9 and on the easterly line of said 0.36 acre tract; Thence with said Right of Way and the East line of said 0.36-acre tract, South 29° 38' 11" West, 99.70 feet to the True Place of Beginning, containing 0.134 acre, but subject to all legal highways, easements, reservations and restriction of record. Bearings are oriented to the West line of the 0.36-acre tract as recorded in Volume 172, Page 296 of the Carroll County Deed Records. All iron pins (set) are set 30" x 3/4" steel rods with plastic caps stamped "D.A. Bower #5753." Description prepared by D.A. Bower, Ohio Registered Surveyor No. 5753. Be the same more or less, but subject to all legal highways.

Permanent Parcel No. 09-00491.001

PARCEL #2:

Situated in the Township of Center, County of Carroll and State of Ohio; And known as a part of the Southeast quarter of Section 33, Township 14, Range 5 and bounded and described as follows: Beginning at an iron pin near an electrical light pole at the Southeast corner of a 3.75 acre tract, said 3.75 acre tract described in Deed Book 108, Page 133 of the deed records of Carroll County; Thence North 29 1/2° East and along the East line of said 3.75 acre tract, said line being also the West Right of Way line of State Route #9, 362 feet to a large post and the true place of beginning; Thence continuing North 29 1/2° East and along the aforesaid lines 134.98 feet to the Northeast corner of the

foresaid 3.75 acre tract; Thence North 62° 45' West and along the North line of said 3.75 acre tract 339.2 feet to the East Right of Way line of the W. & L.E.R.R.; Thence southerly and along said Right of Way 29 feet to an iron pin; Thence South 45 1/4° East 354.5 feet to the place of beginning, containing 0.64 acres more or less, in Tracts One and Two. Be the same more or less, but subject to all legal highways.

Permanent Parcel No. 09-00779.000

PARCEL #3:

Situated in the Township of Center, County of Carroll and State of Ohio: Tract One: Being a part of the South half of the Southeast Quarter of Section 33, Township 14, Range 5 in the Steubenville Land District. Said premises consists of three of four separate tracts as described on the plat of the survey ordered by the Common Pleas Court in said Cause and made by V.T. Grimes, County Engineer, dated March 17, 1928, returned and filed March 19, 1928, and by order of Court made a part of the record of the proceedings of said Cause, to which plat reference is hereby made for a more full, minute and particular description of each of said several tracts, to-wit: Second Tract contains one and twenty-two hundredths (1.22) acres. Third Tract contains one and twenty-four hundredths (1.24) acres. Fourth Tract contains one and twenty-four hundredths (1.24) acres.

EXCEPTING from said second, third and fourth tracts the following described premises:

PARCEL I:

Situated in the Township of Center, County of Carroll and State of Ohio known and being a small tract of land located in the South Half of the Southeast Quarter of Section 33, Township 14, Range 5 bounded and described as follows: Beginning at the Northwest corner of said Southeast Quarter; Thence South on the quarter line 20.70 chains; Thence South 85° 30' East 13.50 chains to the center line of State Route #9; Thence South 29° 30' West 2.03 chains along centerline of State Route #9 to a point; Thence North 86° West 0.51 chains to the West line of side of State Route #9 and the true beginning of the tract herein described, said point being the Southeast corner of Lewis Ray, et ux, tract of land as described in Deed Book 111, at Page 13, in the Recorder's Office at Carrollton, Ohio; Thence from this true point of beginning South 29° 30' West 2.72 chains along said West Right of Way of State Route #9; Thence North 66° West 1.66 1/2 chains to a point; Thence North 22 1/2° East 1.99 7/10 chains to a post on South line of Lewis Ray's tract; Thence South 86° East 2.10 chains to the place of beginning, containing .42 acres more or less.

PARCEL II:

Situated in the Township of Center, County of Carroll and State of Ohio and known as being a part of the Southeast Quarter of Section 33, Township 14, Range 5 bounded and described as follows, to-wit: Beginning at the Southeast corner of Walter Maple's tract of

land described in Deed Book 114, Page 143 of the Deed records of Carroll County; Thence South 29° West 201.85 feet along the West Right of Way of State Route #9 to a point; Thence North 63 1/4° West 44.4 feet to a point; Thence North 11° East 209 feet to a post and the Southwest corner of Maple's tract; Thence South 63 3/4° East 110 feet along Maple's South line to the place of beginning, containing .36 acre more or less.

PARCEL III:

Situated in the Township of Center, County of Carroll and State of Ohio and known as being a part of the Southeast Quarter of Section 33, Township 14, of Range 5 of the Steubenville Land District, beginning at the Northwest corner of a 0.42 acre tract as described in Deed Book 120 at Page 437; Thence North 83° West 210.0 feet to the East Right of Way line of the Wheeling and Lake Erie Railroad; Thence South 34 3/4° West 159.5 feet along said East Right of Way; Thence South 63 1/2° East 259 feet more or less to the West line of a 0.36 acre tract as described in Deed Book 120 at Page 437; Thence North 11 1/2° 103 feet and along the West line of said 0.36 acre tract to the Northwest corner thereof said point is also the Southwest corner of the aforesaid 0.42 acre tract; Thence North 21 1/2° East 131.8 feet and along the West line of said 0.42 acre tract to the place of beginning, containing 1.00 acre more or less. Be the same more or less, but subject to all legal highways.

Permanent Parcel No. 09-00778.000

Schwab Industries, Inc.  
Cash Flow Forecast Summary  
(000's omitted)

Week ending	Post-Petition													Post-Petition Totals
	1	2	3	4	5	6	7	8	9	10	11	12	13	
	9/3/06/10	9/3/13/10	9/3/20/10	9/3/27/10	9/4/03/10	9/4/10/10	9/4/17/10	9/4/24/10	9/5/01/10	9/5/08/10	9/5/15/10	9/5/22/10	9/5/29/10	
<b>Cash Receipts:</b>														
Collections on Pre-Petition AR	664	822	594	594	594	594	669	669	669	669	871	1,175	1,175	3,862
Collections on Post-Petition AR	-	-	-	-	-	-	-	-	-	-	-	-	-	22,325
Tax Refunds, Sub-Debt, other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Port Incentive	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Farm Receipts	-	57	-	146	-	212	167	231	-	222	-	101	-	1,136
Proceeds from sale of non-core assets	-	-	-	-	-	-	-	-	-	1,700	-	-	2,500	4,200
<b>Total Cash Receipts</b>	-	57	-	146	-	212	836	900	669	2,591	871	1,276	3,675	27,661
<b>Disbursements:</b>														
<b>Payroll and Related:</b>														
Misc City Taxes, Garnishments, Child Support etc	2	3	17	2	3	2	17	20	3	3	17	20	3	238
Hourly Payroll - Variable based on sales	94	106	106	106	106	138	186	186	186	186	217	217	217	4,752
Fixed Salary Payroll	145	80	80	80	145	80	80	80	145	80	80	80	145	2,455
Payroll Taxes & 401k (ACH)	20	16	16	16	21	19	23	23	28	23	25	25	31	613
Health & Welfare (ACH)	265	35	345	35	35	35	35	35	35	35	35	35	35	1,415
Health Care - Express Scripts	30	30	30	30	30	30	30	30	30	30	30	-	30	540
Workers Comp (ACH - Ohio)	14	14	14	14	14	14	14	14	14	14	14	14	14	350
Workers Comp (Ohio Adm and Prior Claims)	53	-	-	-	-	-	-	-	-	-	-	-	-	106
Workers Comp (Florida-non state fund)	14	-	-	-	-	-	-	-	-	-	-	-	-	84
Workers Comp (Eastern)	2	-	-	-	-	-	-	-	-	2	-	-	-	12
Non-Qualified Non Family Pension (ACH)	4	-	-	-	-	-	-	-	-	-	-	-	-	28
Non-Qualified Pension (ACH)	40	-	-	-	-	-	-	-	-	-	-	-	-	280
Family 945	-	-	10	-	-	-	-	-	-	-	10	-	-	60
<b>Total Payroll &amp; Related</b>	683	284	618	283	414	318	395	388	499	373	428	391	519	10,933
<b>Operating Disbursements:</b>														
Purchases, Freight, and Fuel	422	397	397	397	517	797	797	797	897	863	863	863	863	18,440
Repairs & Maint - Trucks	20	20	20	20	16	16	16	16	16	20	20	20	20	485
Repairs & Maint - Other	15	15	15	15	12	12	12	12	12	15	15	15	15	355
Utilities	30	30	30	30	19	19	19	19	19	20	20	20	20	541
Corp Insurance	90	-	-	-	90	-	-	-	120	-	-	-	120	780
Florida and Ohio Sales Tax	131	-	-	-	-	-	-	106	-	-	-	221	-	1,250
Rent - Eastern	49	-	-	-	49	-	-	-	49	-	-	-	49	343
Travel, Meals & Ent.	7	7	7	7	5	5	5	5	5	7	7	7	7	159
Pension and 401k Admin	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees:	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bruner-Cox LLP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hahn Loeser Parks	-	-	-	-	20	-	-	-	20	-	-	-	20	120
Porkland	-	-	-	-	160	-	-	-	190	-	-	-	140	715
Budish, Solomon, Stemer & Peck	-	-	-	-	125	-	-	-	120	-	-	-	100	575
Brouse McDowell	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Committee & Financial Advisor	-	-	-	-	40	-	-	-	20	-	-	-	20	120
Schwab Cash Fcst - Ch11 EFO Financial Group R9 No Key 2/28/2010 10:08 PM	-	-	-	-	80	-	-	-	70	-	-	-	50	350



(000's omitted)

Week ending	Post-Petition													Post-Petition Totals
	1	2	3	4	5	6	7	8	9	10	11	12	13	
	03/06/10	03/13/10	03/20/10	03/27/10	04/03/10	04/10/10	04/17/10	04/24/10	05/01/10	05/08/10	05/15/10	05/22/10	05/29/10	
Western Reserve	-	-	-	-	20	-	-	-	20	-	-	-	20	120
Garden City Group - Noticing Agent	-	-	-	-	20	-	-	-	20	-	-	-	20	120
Bank Counsel and Financial Advisor	-	-	-	-	-	-	-	-	-	-	-	-	-	-
US Trustee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fee Escrow	250	-	-	-	-	-	-	-	-	13	-	-	13	26
Orange grove permit counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	250
Port Lease	-	-	-	-	125	167	-	-	-	-	-	-	-	292
Other ACH - Bank fees, credit card fees, NSF's	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	20	20	20	20	20	20	20	20	20	20	20	20	120	620
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Disbursements</b>	<b>1,034</b>	<b>489</b>	<b>489</b>	<b>708</b>	<b>1,360</b>	<b>869</b>	<b>869</b>	<b>975</b>	<b>1,598</b>	<b>958</b>	<b>945</b>	<b>1,166</b>	<b>1,484</b>	<b>25,661</b>
<b>Debt Service:</b>														
<b>Bank Group</b>														
Term A & B Principal (\$1,665k qtrly)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pre-Petition LOC Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Swap Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>EFO Financial Group</b>														
Application Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	53	-	-	-	93	-	-	-	115	491
Commitment Fee	70	-	70	-	-	368	-	-	30	-	-	-	-	538
Unused Line Fee	-	-	-	-	40	-	-	-	24	-	-	-	24	136
Loan Servicing Fee	39	-	39	-	-	33	-	-	17	-	-	-	-	128
Title Insurance	-	-	500	-	-	-	-	-	-	-	-	-	-	500
Interest Reserve	420	-	403	-	(53)	-	-	-	(70)	-	-	-	(70)	490
Other Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Debt Service</b>	<b>529</b>	<b>-</b>	<b>1,012</b>	<b>-</b>	<b>40</b>	<b>401</b>	<b>-</b>	<b>-</b>	<b>94</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>69</b>	<b>2,283</b>
<b>Total Disbursements</b>	<b>2,246</b>	<b>773</b>	<b>2,119</b>	<b>991</b>	<b>1,814</b>	<b>1,588</b>	<b>1,264</b>	<b>1,363</b>	<b>2,191</b>	<b>1,331</b>	<b>1,373</b>	<b>1,557</b>	<b>2,003</b>	<b>38,877</b>
<b>Net Weekly Cash Flow</b>	<b>(2,246)</b>	<b>(716)</b>	<b>(2,119)</b>	<b>(845)</b>	<b>(1,814)</b>	<b>(1,376)</b>	<b>(428)</b>	<b>(463)</b>	<b>(1,522)</b>	<b>1,260</b>	<b>(802)</b>	<b>(281)</b>	<b>1,672</b>	<b>(11,216)</b>
<b>Beginning Cash</b>	<b>-</b>	<b>1,254</b>	<b>538</b>	<b>1,919</b>	<b>1,074</b>	<b>(740)</b>	<b>884</b>	<b>456</b>	<b>(7)</b>	<b>(29)</b>	<b>1,231</b>	<b>729</b>	<b>448</b>	<b>686</b>
<b>EFO - Advances</b>	<b>3,500</b>	<b>-</b>	<b>3,500</b>	<b>-</b>	<b>-</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>1,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,500</b>
<b>Ending Cash</b>	<b>1,254</b>	<b>538</b>	<b>1,919</b>	<b>1,074</b>	<b>(740)</b>	<b>884</b>	<b>456</b>	<b>(7)</b>	<b>(29)</b>	<b>1,231</b>	<b>729</b>	<b>448</b>	<b>2,120</b>	<b>686</b>
<b>Cash Needs - Does not include approximately \$2.5M in admin and priority claims</b>														
<b>Beginning EFO Loan Balance</b>	<b>-</b>	<b>3,500</b>	<b>3,500</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>11,500</b>	<b>11,500</b>	<b>11,500</b>	<b>11,500</b>	<b>-</b>
<b>Advances - Working Capital</b>	<b>3,500</b>	<b>-</b>	<b>3,500</b>	<b>-</b>	<b>-</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>1,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,500</b>
<b>Ending EFO Loan Balance</b>	<b>3,500</b>	<b>3,500</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>11,500</b>	<b>11,500</b>	<b>11,500</b>	<b>11,500</b>	<b>11,500</b>	<b>11,500</b>
<b>EFO Availability</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,308</b>	<b>8,308</b>	<b>8,308</b>	<b>6,808</b>	<b>6,808</b>	<b>6,808</b>	<b>6,808</b>	<b>6,808</b>	<b>6,808</b>
<b>Balance in Interest Reserve</b>	<b>420</b>	<b>420</b>	<b>823</b>	<b>823</b>	<b>770</b>	<b>770</b>	<b>770</b>	<b>770</b>	<b>700</b>	<b>700</b>	<b>700</b>	<b>700</b>	<b>560</b>	<b>490</b>

Schwab Cash Fed - CH11 EFO Financial Group R8 No Key 2/28/2010 10:08 PM

(000's omitted)

	Post Petition													Post-Petition	
	1	2	3	4	5	6	7	8	9	10	11	12	13	June	Totals
<b>Post Petition Borrowing Base</b>															
<b>Accounts Receivable: Post-Petition</b>															
Beginning balance	-	682	1,365	2,047	2,730	3,619	4,816	5,348	5,878	6,408	7,137	7,663	7,886	8,109	8,955
Billings	682	682	682	682	889	1,199	1,199	1,199	1,199	1,398	1,398	1,398	1,398	5,811	5,811
Cash receipts-normal 7 weeks	-	-	-	-	-	-	(669)	(669)	(669)	(669)	(871)	(1,175)	(1,175)	(5,090)	(5,090)
Ending A/R Gross Balance	682	1,365	2,047	2,730	3,619	4,818	5,348	5,878	6,408	7,137	7,663	7,886	8,109	8,955	32,618
Beginning Ineligible AR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Ineligible AR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Ineligible AR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Eligible AR Collateral	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Advance Rate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>AR Borrowing Base</b>	546	1,092	1,638	2,184	2,895	3,854	4,278	4,702	5,126	5,701	6,115	6,285	6,455	7,024	7,209
<b>Inventory: Post-Petition</b>															
Beginning balance	-	422	819	1,215	1,612	2,129	2,926	3,724	3,824	4,024	4,074	4,124	4,174	4,224	4,724
Change	422	397	397	397	517	797	797	100	200	50	50	50	50	500	-
Ending Inventory Balance	422	819	1,215	1,612	2,129	2,926	3,724	3,824	4,024	4,074	4,124	4,174	4,224	4,724	4,724
Less Ineligibles	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Eligible Inventory Collateral	422	819	1,215	1,612	2,129	2,926	3,724	3,824	4,024	4,074	4,124	4,174	4,224	4,724	4,724
Advance Rate	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
<b>Inventory Borrowing Base</b>	211	409	608	806	1,065	1,463	1,862	1,912	2,012	2,037	2,062	2,087	2,112	2,362	2,362
<b>Total Borrowing Base: Post Petition</b>	757	1,501	2,245	2,990	3,960	5,317	6,140	6,614	7,138	7,738	8,177	8,372	8,567	9,386	9,571
<b>BORROWING BASE: Pre-Petition</b>															
<b>Accounts Receivable: Pre-Petition</b>															
Beginning balance	7,321	6,657	5,835	5,241	4,647	4,053	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	8,611
Billings	(664)	(822)	(594)	(594)	(594)	(594)	-	-	-	-	-	-	-	-	(5,132)
Cash receipts-normal 7 weeks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
National adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Orange Participation & potato adj	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Receipts-Seasonal catch up	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	(664)	(822)	(594)	(594)	(594)	(594)	-	-	-	-	-	-	-	-	(5,132)
Ending A/R Gross Balance	6,657	5,835	5,241	4,647	4,053	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459
Less Ineligibles:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
> 90 Days	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due from Affiliates	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Increase in Eligibles	40	40	40	40	30	-	-	-	-	-	-	-	-	-	-
Total Ineligibles	40	40	40	40	30	-	-	-	-	-	-	-	-	-	-
Eligible AR Collateral	2,160	1,298	664	30	(594)	-	-	-	-	-	-	-	-	-	-
Advance Rate	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
<b>A/R Borrowing Base</b>	1,728	1,038	531	24	(475)	-	-	-	-	-	-	-	-	-	-
<b>Inventory: Pre-Petition</b>															
Beginning balance	3,389	2,992	2,595	2,198	1,801	1,284	587	-	-	-	-	-	-	-	-
Change	(397)	(397)	(397)	(397)	(517)	(597)	(587)	-	-	-	-	-	-	-	-
Ending Inventory Balance	2,992	2,595	2,198	1,801	1,284	587	-	-	-	-	-	-	-	-	-
Less Ineligibles	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Eligible Inventory Collateral	2,992	2,595	2,198	1,801	1,284	587	-	-	-	-	-	-	-	-	-
Advance Rate	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

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	Post Petition													Post-Petition Totals		
	1	2	3	4	5	6	7	8	9	10	11	12	13			
Week ending	03/06/10	03/13/10	03/20/10	03/27/10	04/03/10	04/10/10	04/17/10	04/24/10	05/01/10	05/08/10	05/15/10	05/22/10	05/29/10	June	July	August
Inventory Borrowing Base	1,496	1,298	1,099	901	642	294	-	-	-	-	-	-	-	-	-	-
Total Borrowing Base	3,224	2,336	1,630	925	167	294	-	-	-	-	-	-	-	-	-	-
Allowed Over Advance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adjusted Borrowing Base	3,224	2,336	1,630	925	167	294	-	-	-	-	-	-	-	-	-	-
Maximum Commitment	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
Additional disbursements to be paid during the bankruptcy but not necessarily during the time period of the 13 week cash forecast	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Past Due Corporate Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(471)
503(b)(9) Claims	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(110)
Pension - past due amounts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(888)
PBGC Insurance (annual)	-	-	(60)	-	-	-	-	-	-	-	-	-	-	-	-	(60)
Pension payment	-	-	(245)	-	-	-	-	-	-	-	-	-	-	-	-	(245)
Real Estate & Other Taxes/Licenses	-	-	(135)	(425)	-	-	-	-	-	-	-	-	-	-	(135)	(695)
Ohio CAT Tax	-	-	(33)	-	-	-	-	-	-	-	-	-	-	-	-	(33)
Total additional disbursements to be paid during the bankruptcy but not necessarily during the time period of the 13 week cash forecast	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	(2,502)
Term A & B Notes - Beginning Balance	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122
Additions (Interest)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Scheduled Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Asset Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term A & B Notes - Ending Balance	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122	51,122
Pre-Petition LOC - Beginning Balance	5,452	4,788	3,966	3,372	2,778	2,184	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590
Additions (Interest)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reductions (pay downs)	(664)	(822)	(594)	(594)	(594)	(594)	-	-	-	-	-	-	-	-	-	-
Pre-Petition LOC - Ending Balance	4,788	3,966	3,372	2,778	2,184	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590
Total Pre-Petition Bank Debt	55,910	55,088	54,494	53,900	53,306	52,712	52,712	52,712	52,712	52,712	52,712	52,712	52,712	52,712	52,712	52,712
Accounts Payable - Beg balance	12,665	12,665	12,665	12,664	12,664	12,664	12,664	12,665	12,665	12,665	12,665	12,665	12,664	12,664	12,664	12,664
Purchases	422	397	397	397	517	797	797	797	797	863	863	863	863	3,196	3,178	3,196
Disbursements	(422)	(397)	(397)	(397)	(397)	(797)	(797)	(797)	(897)	(863)	(863)	(863)	(863)	(3,196)	(3,178)	(3,196)
Other (Payments on O/S AP > 90 days)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	12,665	12,665	12,664	12,664	12,664	12,664	12,665	12,665	12,665	12,665	12,665	12,664	12,664	12,664	12,664	12,664
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Interest	-	-	-	447	-	-	-	-	447	-	-	-	-	447	447	447
Pre-Petition Prime Revolver	-	-	-	38	-	-	-	-	17	-	-	-	-	14	14	14
Total Interest	-	-	-	486	-	-	-	-	464	-	-	-	-	461	461	461

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