

**GREENFIELD COMMERCIAL CREDIT L.L.C.**  
**AMENDMENT TO LOAN AND SECURITY AGREEMENT**  
**LOAN CLOSING BOOK**  
**(S.H. Leggitt Company)**  
**Closing: November 5, 2008**

**Table of Contents**

1. Amendment To Loan And Security Agreement

**AMENDMENT TO LOAN AND SECURITY AGREEMENT**

**THIS AMENDMENT TO LOAN AND SECURITY AGREEMENT** ("Amendment") is entered into as of November 5, 2008 between **GREENFIELD COMMERCIAL CREDIT, L.L.C.**, a Michigan limited liability company ("Lender"), and **S.H. LEGGITT COMPANY**, a Michigan corporation ("Borrower").

**RECITALS**

A. Lender and Borrower entered into a Loan And Security Agreement dated as of March 6, 2008 ("Loan Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. Borrower has requested that Lender increase the cap on Eligible Inventory, and Lender agrees, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and provisions as hereinafter set forth, the parties hereto agree as follows:

1. **Percentage Advance Rate.** The Revolving Credit Loan Rider and Paragraph 2 (A) (ii) of its Term Sheet are amended to increase the Percentage Advance Rate on Eligible Inventory from 30% capped at the lesser of \$1,750,000.00 or 60% of A/R availability, to 30% capped at the lesser of \$1,750,000.00 or 95% of A/R availability. The cap reference to A/R availability shall reduce back to 60% of A/R availability on January 30, 2009.

2. **Amendment/Legal Fees.** Borrower shall pay herewith an amendment fee of \$10,000.00, and Lender's legal fees in the amount of \$375.00 in consideration of this Amendment.

3. **Reaffirmation of Loan Agreement.** Except as amended hereby, the Loan Agreement and all documents and instruments executed in connection therewith, and all of the terms of such documents, shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in counterparts.

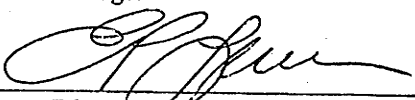
**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed and delivered as of the date first hereinabove set forth.


**LENDER:**

**BORROWER:**

**GREENFIELD COMMERCIAL CREDIT, L.L.C.**,  
a Michigan limited liability company  
By: GCC Management, Inc.  
Its: Manager

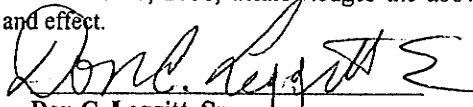
**S. H. LEGGITT COMPANY**,  
a Michigan corporation

By:   
Edward P. Lewan  
Its: Senior Vice President

By:   
Ross L. Miller  
Its: CFO/COO

**ACKNOWLEDGEMENT OF GUARANTOR**

Don C. Leggitt, Sr., Validity Guarantor under Validity Guaranty dated March 6, 2008, acknowledges the above Amendment and agrees that his Guaranty shall continue in full force and effect.

  
Don C. Leggitt, Sr.

COPY

**SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT ("Second Amendment") is entered into as of March 6, 2009 between GREENFIELD COMMERCIAL CREDIT, L.L.C., a Michigan limited liability company ("Lender"), and S.H. LEGGITT COMPANY, a Michigan corporation ("Borrower").

**RECITALS**

A. Lender and Borrower entered into a Loan And Security Agreement dated as of March 6, 2008 and amended the same on November 5, 2008 (as amended, the "Loan Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. Borrower has requested that Lender amend the Maturity Date and reduce the Maximum Loan Agreement, and Lender agrees, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and provisions as hereinafter set forth, the parties hereto agree as follows:

1. **Maturity Date/Interest Rate/ Maximum Loan Amount/Loan Processing Fee.** The Loan Agreement and paragraph 2 E of its Term Sheet are amended to provide for a Maturity Date of the earlier of demand or March 6, 2010. The Loan Agreement, paragraph 2 C of its Term Sheet, and the Revolving Credit Loan Rider #1 ("Rider") and paragraph 2 B of its Term Sheet are amended to reflect an Effective Rate of LIBOR plus 7%, with a LIBOR floor of 2%, as more fully set forth in the Amended And Restated Note executed herewith. The Loan Agreement, Rider and their Term Sheets are amended to provide for a Maximum Loan Amount of \$1,000,000.00. The Loan Agreement and paragraph 15(H) of its Term Sheet are amended to provide for a Loan Processing Fee of .75% of average monthly loan outstanding.

2. **Advances.** The Rider Term Sheet is amended to delete the Borrowing Base and advances on Inventory.

3. **Amended And Restated Note.** Borrower shall execute herewith an Amended And Restated Revolving Credit Loan Note to evidence the amended Maturity Date, reduced Maximum Loan Amount and Effective Interest Rate.

4. **Amendment/Legal Fees.** Borrower shall pay herewith an amendment fee of \$20,000.00, and Lender's legal fees in the amount of \$500 in consideration of this Second Amendment.

5. **Reaffirmation of Loan Agreement.** Except as amended hereby, the Loan Agreement and all documents and instruments executed in connection therewith, and all of the terms of such documents, (except the prepayment penalty in paragraph 2 D of the Loan Agreement, which is hereby deleted), shall remain in full force and effect.

6. **Counterparts.** This Second Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered as of the date first hereinabove set forth.

LENDER:

BORROWER:

GREENFIELD COMMERCIAL CREDIT, L.L.C.,

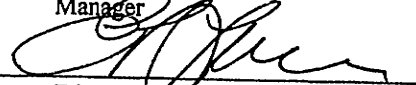
S. H. LEGGITT COMPANY,

a Michigan limited liability company

a Michigan corporation

By: GCC Management, Inc.

Its: Manager

By: 

By: 

Edward P. Lewan

Ross L. Miller

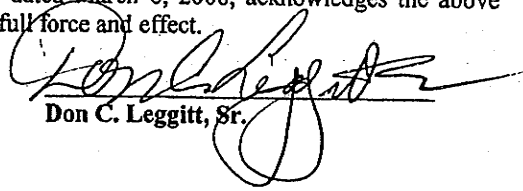
Its: Senior Vice President

Its: CFO/COO

Acknowledgement of Guarantor on next page

**ACKNOWLEDGEMENT OF GUARANTOR**

Don C. Leggitt, Sr., Validity Guarantor under Validity Guaranty dated March 6, 2008, acknowledges the above Second Amendment and agrees that his Guaranty shall continue in full force and effect.



Don C. Leggitt, Sr.

**AMENDED AND RESTATED REVOLVING CREDIT LOAN NOTE\***

\*amending and restating Revolving Credit Loan Note dated March 6, 2008 in the amount of \$6,500,000.00.

\$1,000,000.00

Due Date: Earlier of demand or March 6, 2010  
subject to automatic renewal pursuant to  
Loan Agreement paragraph 2 (E).

Dated: March 6, 2009

**FOR VALUE RECEIVED**, the undersigned (whether one or more in number, "Borrower", and if two or more in number, shall be jointly and severally bound), promises to pay to the order of **GREENFIELD COMMERCIAL CREDIT, L.L.C.**, a Michigan limited liability company (the "Lender"), at its office at 300 East Long Lake Road, Suite 180, Bloomfield Hills, Michigan 48304, or at such other place as Lender may designate in writing, the principal sum of ONE MILLION and 00/100 Dollars (\$1,000,000.00), or such lesser sum as shall have been advanced by Lender to Borrower pursuant to that certain Second Amendment To Loan And Security Agreement dated as of the date hereof between Borrower and Lender (which, together with all amendments and modifications thereof, is hereinafter referred to as the "Loan Agreement"), plus interest as hereinafter provided, all lawful money of the United States of America, in accordance with the terms hereof.

The unpaid principal balance of this Amended And Restated Note shall bear interest computed upon the basis of a year of 360 days for the actual number of days elapsed in a month, at a rate of interest (the "Effective Rate") which is equal to seven (7.0%) percentage points above LIBOR (hereafter defined), as such rate shall vary from time to time, upwards and downwards, and each such LIBOR change shall cause an identical change in the Effective Rate to occur based upon the rate published on the date which is two business days prior to the beginning of each month, effective for the upcoming month. "LIBOR" means the London interbank offered rate for three months, published from day to day in the WALL STREET JOURNAL in its *Money Rates* column. Should such publication not continue to publish LIBOR, then Lender will select a comparable announced rate. LIBOR shall not be less than 2%, irrespective of the actual published rate.

Interest on all principal amounts advanced by Lender from time to time and unpaid by Borrower shall be paid on the first day of the month following the date of this Note and on the same day of each month thereafter until the Due Date, upon which date the entire unpaid principal balance of this Note, together with all accrued and unpaid interest, shall be due and payable in full. Borrower shall pay to Lender a late charge of five percent (5%) of any monthly payment not received by Lender within ten (10) calendar days after said payment is due, which late charge shall be payable on the next monthly payment date or on demand. In addition to the foregoing, Borrower shall pay to Lender on the first day of each month with respect to the prior calendar month or portion thereof, the amount, if any, necessary to pay the fees as set forth in the Loan Agreement.

Advances of principal, repayment, and readvances may be made under this Note from time to time, upon the terms set forth in the Loan Agreement and said Loan Agreement is incorporated herein by reference. Mandatory repayments of principal before the Due Date shall be made by Borrower to Lender pursuant to the Loan Agreement. If, prior to the Due Date, Borrower pays the balance of the Note after Demand or terminates the Loan, whether voluntarily or involuntarily, Borrower shall pay to Lender as liquidated damages and as compensation for the costs of being prepared to make funds available under the Loan Agreement a termination fee as set forth in the Loan Agreement.

All advances made hereunder shall be charged to a loan account in Borrower's name on Lender's books, and Lender shall debit to such account the amount of each advance made to, and credit to such account the amount of each repayment made by Borrower. Lender shall furnish Borrower with a monthly statement of Borrower's loan account, which statement shall be deemed to be correct, accepted by, and binding upon Borrower, unless Lender receives a written statement of exceptions from Borrower within thirty (30) days after such statement has been furnished. Borrower expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Borrower's assumption of these risks.

Upon the Due Date, which Borrower acknowledges may be upon demand, Lender, without prior notice to Borrower, may declare the entire unpaid principal balance of this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable. Upon the occurrence of any Default specified on the Loan Agreement or upon demand, the unpaid principal balance of this Note shall bear interest at a rate which is four percentage points (4.0%) greater than the Effective Rate otherwise applicable. After Default or demand, Lender may apply its own indebtedness or liability to Borrower to any indebtedness due under this Note. Borrower agrees to pay all of the Lender's costs incurred in the collection of this Note as provided in the Loan Agreement.

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only. Upon any Default, neither the failure of the Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of the Lender to demand strict performance of any other obligation of the Borrower or any other person who may be liable hereunder, shall constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of the Borrower or any other person who may be liable hereunder.

Borrower acknowledges that no Default is necessary for Lender to make demand.

Borrower and all endorsees, sureties and guarantors hereof hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, and Lender diligence in collection or bringing suit, and do hereby consent to any and all extensions of time, renewals, waivers or modifications as may be granted by Lender with respect to payment or any other provisions of this Note, and to the release of any collateral or any part thereof, with or without substitution. The liability of Borrower under this Note shall be absolute and unconditional, without regard to the liability of any other party. This Note and all rights and obligations hereunder shall be governed by the laws of the State of Michigan.

In no event whatsoever shall the interest rate and other charges charged hereunder exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in the final determination, deem applicable hereto. In the event that a court determines that Lender has received interest or other charges hereunder in excess of the highest rate applicable hereto, Lender shall either, in its sole discretion, promptly apply such amounts to the principal due hereunder or refund such amount to Borrower and the provisions herein shall be deemed amended to provide for such permissible rate.

Our legal counsel has advised us that (a) there may be a constitutional right to a jury trial in connection with any claim, dispute or lawsuit arising out of this Note, and (b) such constitutional right may be waived. After consultation with our counsel (which has included our counsel's review of this Note), we believe that it is in our best interest in this commercial transaction to waive such right. Accordingly, we hereby waive our right to a jury trial and further agree that the best forum for hearing any claim, dispute or lawsuit, if any, arising in connection with this Note or our relationship with you, shall be a court of competent jurisdiction sitting without a jury.

This Note is issued pursuant to the terms of the Loan Agreement and is secured by the Collateral, as defined in the Loan Agreement. All of the terms, covenants and conditions of the Loan Agreement are hereby made a part of this Note and are hereby incorporated by reference.

**"BORROWER"**

S. H. LEGGITT COMPANY  
a Michigan corporation

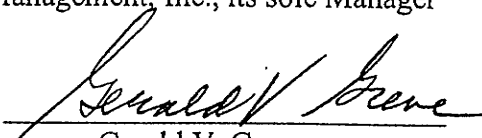
By: Ross L. Miller  
Ross L. Miller  
Its: CFO/COO

ENDORSEMENT

Pay to the order of Wells Fargo Foothill, LLC, as Agent.

GREENFIELD COMMERCIAL CREDIT L.L.C., a Michigan limited liability company

By: GCC Management, Inc., its sole Manager

By:   
Gerald V. Greve

Its: Chief Financial Officer

Date: 3-18-09



COPY

**THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT**

**THIS THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT** ("Third Amendment") is entered into as of December 30, 2009 between **DON C. LEGGITT, SR.**, an individual ("Lender"), and **S.H. LEGGITT COMPANY**, a Michigan corporation ("Borrower").

**RECITALS**

A. Greenfield Commercial Credit, L.L.C., a Michigan limited liability company ("Greenfield") and Borrower entered into a Loan And Security Agreement dated as of March 6, 2008 and amended the same on November 5, 2008 and again on March 6, 2009 (as amended, the "Loan Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. Pursuant to that certain Transfer and Assignment of Note and Liens by and between Lender and Greenfield, Lender is the owner and holder of that certain Amended and Restated Revolving Credit Loan Note dated March 6, 2009 in the original principal amount of \$1,000,000.00 delivered pursuant to the Loan Agreement..

C. Borrower has requested that Lender amend the Maturity Date and interest Rate and increase the Maximum Loan Agreement, and Lender agrees, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and provisions as hereinafter set forth, the parties hereto agree as follows:

1. **Maturity Date/Interest Rate/ Maximum Loan Amount/Loan Processing Fee.** The Loan Agreement and paragraph 2 E of its Term Sheet are amended to provide for a Maturity Date of the earlier of demand or December 31, 2010. The Loan Agreement, paragraph 2 C of its Term Sheet, and the Revolving Credit Loan Rider #1 ("Rider") and paragraph 2 B of its Term Sheet are amended to reflect an Effective Rate of 200 basis points above the margin rate charged by Bank of America (the "BOA Rate"), as such rate shall vary from time to time, upwards and downwards, as more fully set forth in the Second Amended And Restated Note executed herewith. The Loan Agreement, Rider and their Term Sheets are amended to provide for a Maximum Loan Amount of \$6,500,000.00.

2. **Second Amended And Restated Note.** Borrower shall execute herewith an Amended And Restated Revolving Credit Loan Note to evidence the amended Maturity Date, increased Maximum Loan Amount and Effective Interest Rate.

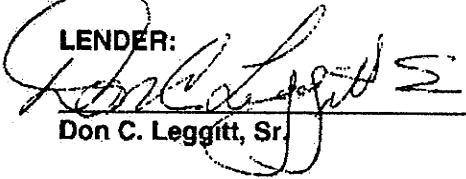
3. **Reaffirmation of Loan Agreement.** Except as amended hereby, the Loan Agreement and all documents and instruments executed in connection therewith, and all of the terms of such documents, shall remain in full force and effect.

4. **Counterparts.** This Third Amendment may be executed in counterparts.

*(signature page follows)*

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Amendment to be executed and delivered as of the date first hereinabove set forth.

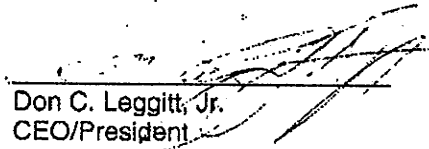
**LENDER:**

  
\_\_\_\_\_  
Don C. Leggitt, Sr.

**BORROWER:**

**S. H. LEGGITT COMPANY,**  
a Michigan corporation

By:

  
\_\_\_\_\_  
Don C. Leggitt, Jr.  
CEO/President

Its:

*Acknowledgement of Guarantor on next page.*

COPY

**TRANSFER AND ASSIGNMENT  
OF NOTE AND LIENS**

THE STATE OF MICHIGAN §  
  §  
COUNTY OF OAKLAND §

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned **Greenfield Commercial Credit, L.L.C.**, a Michigan limited liability company ("Assignor") with a mailing address of 300 East Long Lake Road, Suite 180, Bloomfield Hills, Michigan 48304 is the present legal and equitable owner and holder of that certain Amended and Restated Revolving Credit Loan Note dated March 6, 2009 from S.H. Leggitt Company, a Michigan corporation ("Borrower") to Greenfield Commercial Credit, L.L.C. in the principal sum of One Million and No/100 Dollars (\$1,000,000.00) (the "Note"). The IMF Note is secured by (i) that certain Assignment of Proceeds of Business Interruption Insurance Policy as Collateral Security executed by Borrower (the "Insurance Assignment"); (ii) a Validity Guaranty dated as of March 6, 2008 executed by Don C. Leggitt, Sr. (the "Validity Guaranty") and (iii) the security interests created by that certain Loan and Security Agreement dated as of March 6, 2008 executed by Borrower (collectively, the "Note Security"). The Note, the Insurance Assignment and the Validity Guaranty were delivered pursuant to that certain Loan and Security Agreement dated as of March 6, 2008 executed by Borrower, which Loan and Sale Agreement together with the Second Amendment to Loan Agreement dated March 6, 2009 are collectively referred to herein as the "Loan Agreement".

For good and valuable consideration paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, Assignor has SOLD, TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and by these presents SELLS, TRANSFERS, ASSIGNS, GRANTS and CONVEYS unto **Don S. Leggitt, Sr.**, an individual ("Assignee"), his successors and assigns, forever, the Note, the Loan Agreement and all indebtedness now or hereafter evidenced thereby (the "Debt"), the Note Security, all other documents evidencing and/or securing any part of the Debt (the Note, the Loan Agreement, Note Security and such other documents are herein collectively called the "Loan Documents") and all other liens, security interests, lien priority agreements, guaranties, collateral assignments, covenants, agreements, rights, benefits, and privileges in anywise belonging or to accrue to the benefit of Assignor, in respect of the Note, the Loan Agreement and the other Loan Documents, and any of the Debt now or hereafter evidenced thereby or any security for them. This transfer is without recourse on the undersigned, except that the undersigned represents and warrants (1) that it is the owner and holder of the Note and the other Loan Documents free and clear of liens, security interests, and encumbrances, and (2) that there remains unpaid upon said Note the principal sum of SIX HUNDRED SIX THOUSAND ONE HUNDRED TWENTY-SEVEN & 38/100 Dollars (\$606,127.38) together with FIVE THOUSAND ONE HUNDRED SIXTY-EIGHT & 96/100 Dollars (\$5,168.96) in interest thereon. The undersigned expressly waives and releases all present and future rights to establish or enforce the liens or security interests described in this instrument as security for payment of any future or other indebtedness. The undersigned shall endorse the Note "Payable to the order of Don S. Leggitt, Sr." and deliver the original Note to Don S. Leggitt, Sr. The undersigned will execute such other documents as may be reasonably requested by Assignee to evidence the above assignments and transfers.

[signature page follows]

Dated this the 30 day of December, 2009.

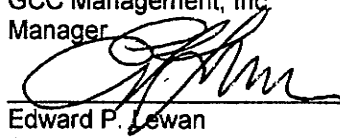
**GREENFIELD COMMERCIAL CREDIT, L.L.C.,**

a Michigan limited liability company

By: GCC Management, Inc

Its: Manager

By:



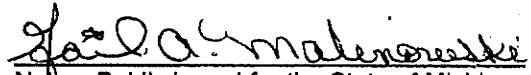
Edward P. Lewan

Its: Senior Vice President

STATE OF MICHIGAN

COUNTY OF OAKLAND

This instrument was acknowledged before me on December 30, 2009, by Edward P. Lewan, Senior Vice President of Greenfield Commercial Credit, L.L.C., a Michigan limited liability company on behalf of said Michigan limited liability company.

  
Notary Public in and for the State of Michigan  
Gail A. Malinowski

GAIL A. MALINOWSKI  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Aug. 19, 2014  
Acting In the County of

COPY

**ALLONGE**

This Allonge is made to that certain Promissory Note dated March 6, 2009, in the original principal sum of \$1,000,000.00 executed by S.H. Leggitt Company, a Michigan corporation. Pay to the order of **Don C. Leggitt, Sr.**, without recourse or warranty, except as set forth in the Transfer and Assignment of Note and Liens dated December 30, 2009 by and between Greenfield Commercial Credit, L.L.C. and Don C. Leggitt, Sr.

Dated: December 30, 2009.

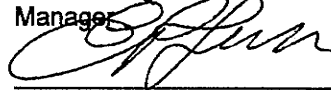
**GREENFIELD COMMERCIAL CREDIT, L.L.C.,**

a Michigan limited liability company

By: GCC Management, Inc.

Its: Manager

By:



Edward P. Lewan

Its: Senior Vice President

**AMENDED AND RESTATED REVOLVING CREDIT LOAN NOTE\***

\*amending and restating Revolving Credit Loan Note dated March 6, 2008 in the amount of \$6,500,000.00.

\$1,000,000.00

Due Date: Earlier of demand or March 6, 2010  
subject to automatic renewal pursuant to  
Loan Agreement paragraph 2 (H).

Dated: March 6, 2009

**FOR VALUE RECEIVED**, the undersigned (whether one or more in number, "Borrower", and if two or more in number, shall be jointly and severally bound), promises to pay to the order of **GREENFIELD COMMERCIAL CREDIT, L.L.C.**, a Michigan limited liability company (the "Lender"), at its office at 300 East Long Lake Road, Suite 180, Bloomfield Hills, Michigan 48304, or at such other place as Lender may designate in writing, the principal sum of ONE MILLION and 00/100 Dollars (\$1,000,000.00), or such lesser sum as shall have been advanced by Lender to Borrower pursuant to that certain Second Amendment To Loan And Security Agreement dated as of the date hereof between Borrower and Lender (which, together with all amendments and modifications thereof, is hereinafter referred to as the "Loan Agreement"), plus interest as hereinafter provided, all lawful money of the United States of America, in accordance with the terms hereof.

The unpaid principal balance of this Amended And Restated Note shall bear interest computed upon the basis of a year of 360 days for the actual number of days elapsed in a month, at a rate of interest (the "Effective Rate") which is equal to seven (7.0%) percentage points above LIBOR (hereafter defined), as such rate shall vary from time to time, upwards and downwards, and each such LIBOR change shall cause an identical change in the Effective Rate to occur based upon the rate published on the date which is two business days prior to the beginning of each month, effective for the upcoming month. "LIBOR" means the London interbank offered rate for three months, published from day to day in the WALL STREET JOURNAL in its *Money Rates* column. Should such publication not continue to publish LIBOR, then Lender will select a comparable announced rate. LIBOR shall not be less than 2%, irrespective of the actual published rate.

Interest on all principal amounts advanced by Lender from time to time and unpaid by Borrower shall be paid on the first day of the month following the date of this Note and on the same day of each month thereafter until the Due Date, upon which date the entire unpaid principal balance of this Note, together with all accrued and unpaid interest, shall be due and payable in full. Borrower shall pay to Lender a late charge of five percent (5%) of any monthly payment not received by Lender within ten (10) calendar days after said payment is due, which late charge shall be payable on the next monthly payment date or on demand. In addition to the foregoing, Borrower shall pay to Lender on the first day of each month with respect to the prior calendar month or portion thereof, the amount, if any, necessary to pay the fees as set forth in the Loan Agreement.

Advances of principal, repayment, and readvances may be made under this Note from time to time, upon the terms set forth in the Loan Agreement and said Loan Agreement is incorporated herein by reference. Mandatory repayments of principal before the Due Date shall be made by Borrower to Lender pursuant to the Loan Agreement. If, prior to the Due Date, Borrower pays the balance of the Note after Demand or terminates the Loan, whether voluntarily or involuntarily, Borrower shall pay to Lender as liquidated damages and as compensation for the costs of being prepared to make funds available under the Loan Agreement a termination fee as set forth in the Loan Agreement.

All advances made hereunder shall be charged to a loan account in Borrower's name on Lender's books, and Lender shall debit to such account the amount of each advance made to, and credit to such account the amount of each repayment made by Borrower. Lender shall furnish Borrower with a monthly statement of Borrower's loan account, which statement shall be deemed to be correct, accepted by, and binding upon Borrower, unless Lender receives a written statement of exceptions from Borrower within thirty (30) days after such statement has been furnished. Borrower expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Borrower's assumption of these risks.

Upon the Due Date, which Borrower acknowledges may be upon demand, Lender, without prior notice to Borrower, may declare the entire unpaid principal balance of this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable. Upon the occurrence of any Default specified on the Loan Agreement or upon demand, the unpaid principal balance of this Note shall bear interest at a rate which is four percentage points (4.0%) greater than the Effective Rate otherwise applicable. After Default or demand, Lender may apply its own indebtedness or liability to Borrower to any indebtedness due under this Note. Borrower agrees to pay all of the Lender's costs incurred in the collection of this Note as provided in the Loan Agreement.

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only. Upon any Default, neither the failure of the Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of the Lender to demand strict performance of any other obligation of the Borrower or any other person who may be liable hereunder, shall constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of the Borrower or any other person who may be liable hereunder.

Borrower acknowledges that no Default is necessary for Lender to make demand.

Borrower and all endorsees, sureties and guarantors hereof hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, and Lender diligence in collection or bringing suit, and do hereby consent to any and all extensions of time, renewals, waivers or modifications as may be granted by Lender with respect to payment or any other provisions of this Note, and to the release of any collateral or any part thereof, with or without substitution. The liability of Borrower under this Note shall be absolute and unconditional, without regard to the liability of any other party. This Note and all rights and obligations hereunder shall be governed by the laws of the State of Michigan.

In no event whatsoever shall the interest rate and other charges charged hereunder exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in the final determination, deem applicable hereto. In the event that a court determines that Lender has received interest or other charges hereunder in excess of the highest rate applicable hereto, Lender shall either, in its sole discretion, promptly apply such amounts to the principal due hereunder or refund such amount to Borrower and the provisions herein shall be deemed amended to provide for such permissible rate.

Our legal counsel has advised us that (a) there may be a constitutional right to a jury trial in connection with any claim, dispute or lawsuit arising out of this Note, and (b) such constitutional right may be waived. After consultation with our counsel (which has included our counsel's review of this Note), we believe that it is in our best interest in this commercial transaction to waive such right. Accordingly, we hereby waive our right to a jury trial and further agree that the best forum for hearing any claim, dispute or lawsuit, if any, arising in connection with this Note or our relationship with you, shall be a court of competent jurisdiction sitting without a jury.

This Note is issued pursuant to the terms of the Loan Agreement and is secured by the Collateral, as defined in the Loan Agreement. All of the terms, covenants and conditions of the Loan Agreement are hereby made a part of this Note and are hereby incorporated by reference.

**"BORROWER"**

S. H. LEGGITT COMPANY  
a Michigan corporation

By: Ross L. Miller  
Ross L. Miller  
Its: CFO/COO



COPY

**SECOND AMENDED AND RESTATED REVOLVING CREDIT LOAN NOTE\***

\*amending and restating that certain Amended and Restated Revolving Credit Loan Note dated March 6, 2009 in the amount of \$1,000,000.00.

\$6,500,000.00

Due Date: Earlier of demand or December 31, 2010  
subject to automatic renewal pursuant to  
Loan Agreement paragraph 2 (E).

Dated: December 30, 2009

**FOR VALUE RECEIVED**, the undersigned (whether one or more in number, "Borrower", and if two or more in number, shall be jointly and severally bound), promises to pay to the order of **Don C. Leggitt, Sr.**, an individual, his successors and assigns (the "Lender"), at 1000 Civic Center Drive, San Marcos, Texas 78666, or at such other place as Lender may designate in writing, the principal sum of SIX MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$6,500,000.00), or such lesser sum as shall have been advanced by Lender to Borrower pursuant to that certain Third Amendment To Loan And Security Agreement dated as of the date hereof between Borrower and Lender (which, together with all amendments and modifications thereof, is hereinafter referred to as the "Loan Agreement"), plus interest as hereinafter provided, all lawful money of the United States of America, in accordance with the terms hereof.

The unpaid principal balance of this Second Amended And Restated Note shall bear interest computed upon the basis of a year of 360 days for the actual number of days elapsed in a month, at a rate of interest (the "Effective Rate") which is equal to 200 basis points above the margin rate charged by Bank of America (the "BOA Rate"), as such rate shall vary from time to time, upwards and downwards, and each such BOA Rate change shall cause an identical change in the Effective Rate to occur based upon the rate published on the date which is two business days prior to the beginning of each month, effective for the upcoming month. Should such Bank of American no longer publish the BOA Rate, then Lender will select a comparable announced rate.

Interest on all principal amounts advanced by Lender from time to time and unpaid by Borrower shall be paid on the last day of the month following the date of this Note and on the same day of each month thereafter until the Due Date, upon which date the entire unpaid principal balance of this Note, together with all accrued and unpaid interest, shall be due and payable in full. Borrower shall pay to Lender a late charge of five percent (5%) of any monthly payment not received by Lender within ten (10) calendar days after said payment is due, which late charge shall be payable on the next monthly payment date or on demand. In addition to the foregoing, Borrower shall pay to Lender on the first day of each month with respect to the prior calendar month or portion thereof, the amount, if any, necessary to pay the fees as set forth in the Loan Agreement.

Advances of principal, repayment, and readvances may be made under this Note from time to time, upon the terms set forth in the Loan Agreement and said Loan Agreement is incorporated herein by reference. Mandatory repayments of principal before the Due Date shall be made by Borrower to Lender pursuant to the Loan Agreement.

All advances made hereunder shall be charged to a loan account in Borrower's name on Lender's books, and Lender shall debit to such account the amount of each advance made to, and credit to such account the amount of each repayment made by Borrower. Lender shall furnish Borrower with a monthly statement of Borrower's loan account, which statement shall be deemed to be correct, accepted by, and binding upon Borrower, unless Lender receives a written statement of exceptions from Borrower within thirty (30) days after such statement has been furnished. Borrower expressly assumes all risks of loss or

delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Borrower's assumption of these risks.

Upon the Due Date, which Borrower acknowledges may be upon demand, Lender, without prior notice to Borrower, may declare the entire unpaid principal balance of this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable. Upon the occurrence of any Default specified on the Loan Agreement or upon demand, the unpaid principal balance of this Note shall bear interest at a rate which is four percentage points (4.0%) greater than the Effective Rate otherwise applicable. After Default or demand, Lender may apply its own indebtedness or liability to Borrower to any indebtedness due under this Note. Borrower agrees to pay all of Lender's costs incurred in the collection of this Note as provided in the Loan Agreement.

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only. Upon any Default, neither the failure of the Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of the Lender to demand strict performance of any other obligation of the Borrower or any other person who may be liable hereunder, shall constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of the Borrower or any other person who may be liable hereunder.

Borrower acknowledges that no Default is necessary for Lender to make demand.

Borrower and all endorsees, sureties and guarantors hereof hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, and Lender diligence in collection or bringing suit, and do hereby consent to any and all extensions of time, renewals, waivers or modifications as may be granted by Lender with respect to payment or any other provisions of this Note, and to the release of any collateral or any part thereof, with or without substitution. The liability of Borrower under this Note shall be absolute and unconditional, without regard to the liability of any other party. This Note and all rights and obligations hereunder shall be governed by the laws of the State of Texas.

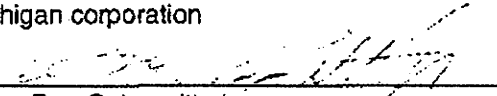
In no event whatsoever shall the interest rate and other charges charged hereunder exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in the final determination, deem applicable hereto. In the event that a court determines that Lender has received interest or other charges hereunder in excess of the highest rate applicable hereto, Lender shall either, in its sole discretion, promptly apply such amounts to the principal due hereunder or refund such amount to Borrower and the provisions herein shall be deemed amended to provide for such permissible rate.

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**"BORROWER"**

S. H. LEGGITT COMPANY,  
a Michigan corporation

By:   
Don C. Leggitt, Jr.  
Its: CEO/President