

This instrument prepared by and return to:  
James G. M. Lenschau, Esq.  
Martin, Tate, Morrow & Marston, P.C.  
6410 Poplar Ave., Suite 1000  
Memphis, TN 38119-4843  
(901) 522-9000

**AMENDED AND RESTATED CROSS-DEFAULT AND CROSS-PLEDGE  
AGREEMENT**

THIS AMENDED AND RESTATED CROSS-DEFAULT AND CROSS PLEDGE AGREEMENT (this "**Agreement**") is made and entered into this 30<sup>th</sup> day of October, 2006, by and between REGIONS BANK, an Alabama bank having its principal place of business in Memphis, Tennessee ("**Bank**"), and ESMARK CORP., a Tennessee corporation f/k/a Metro Foods, Inc. ("**Borrower**"), Thomas J. Mattingly and Barbara Ann F. Mattingly (collectively, the "**Individual Guarantors**") and Metro Foods, Inc., a Tennessee corporation, and Metro Logics, Inc., a Tennessee corporation (collectively, the "**Entity Guarantors**" and together with the Individual Guarantors, the "**Guarantors**").

WITNESSETH:

WHEREAS, Bank and Borrower have entered into a revolving line of credit loan (the "**LOC Loan**") as evidenced by that certain Master Revolving Promissory Note dated April 15, 1998, in the original principal amount of \$2,000,000.00, which note was subsequently amended and now has a current principal amount of \$3,000,000.00 (as amended, the "**LOC Note**"); and

WHEREAS, the LOC Loan is governed by the terms and conditions of that certain Loan Agreement dated April 15, 1998, as amended by the certain First Amendment to Loan Agreement dated as of December 1, 1998, Second Amendment to Loan Agreement dated as of November 22, 1999, Third Amendment to Loan Agreement dated as of February 8, 2001, Fourth Modification to Loan Agreement dated as of March 4, 2002, Fifth Amendment to Loan Agreement dated as of November 18, 2002, Sixth Amendment to Loan Agreement dated as of January 8, 2004, Seventh Amendment to Loan Agreement dated as of July 28, 2004, Assumption and Eighth Amendment to Loan Agreement dated as of May 6, 2005, and Ninth Amendment to and Extension of Loan Agreement dated as of May 19, 2006 (collectively, the "**LOC Loan Agreement**"); and

WHEREAS, the LOC Note is secured by a pledge of accounts, contract rights, general intangibles and inventory (collectively, the "**LOC Collateral**"), all as more particularly described in that certain UCC-1 financing statement filed of record in the Clerk's Office of DeSoto County, Mississippi (the "**Clerk's Office**") at Instrument No. 183-4-98 and that certain UCC-1 financing statement of record in the Mississippi Secretary of State's Office (the "**Secretary's Office**") at Instrument No. 01205271 (collectively, the "**LOC Security Documents**" and together with the LOC Note, the LOC Loan Agreement and any instrument, agreement or document evidencing, securing or relating to the LOC Loan, collectively, the "**LOC Loan Documents**"); and

WHEREAS, Bank and Borrower have entered into a term loan (the "**First Term Loan**"), as evidenced by that certain Term Promissory Note dated March 8, 1999, in the original principal amount of \$5,500,000.00, which note was subsequently amended and now has a current principal amount of \$6,006,042.00 (as amended, the "**First Term Note**"); and

WHEREAS, the First Term Loan is governed by the terms and conditions of that certain Term Loan and Security Agreement dated March 8, 1999, as amended by that certain Modification and Extension Agreement dated March 4, 2002, and by that certain Second Modification Agreement dated July 5, 2003 (collectively, the "**First Term Loan Agreement**"); and

WHEREAS, the First Term Note is secured by that certain real estate described on Exhibit "A" attached hereto and incorporated herein by reference, and equipment (collectively, the "**First Term Note Collateral**"), all as more particularly described in that certain Deed of Trust filed in Book 1090, Page 262, that certain UCC-1 financing statement filed of record in Book 1090, Page 268, that certain UCC-1 financing statement filed of record at Instrument No. 86-3-99 in the Clerk's Office, that certain UCC-1 financing statement filed of record as Instrument No. 01301522 in the Secretary's Office, and that certain UCC-1 financing statement filed of record as Instrument No. 105029740 in the Tennessee Secretary of State's Office (collectively, the "**First Term Loan Security Documents**" and together with the First Term Note, the First Term Loan Agreement and any instrument, agreement or document evidencing, securing or relating to the First Term Loan, collectively, the "**First Term Loan Documents**"); and

WHEREAS, Bank and Borrower have entered into a second term loan (the "**Second Term Loan**"), as evidenced by that certain Variable Rate Term Loan Promissory Note of even date herewith, in the original principal amount of \$6,000,000.00 (the "**Second Term Note**" and collectively with the LOC Note and the First Term Note, the "**Notes**"); and

WHEREAS, the Second Loan is governed by the terms and conditions of that certain Loan and Security Agreement of even date herewith (the "**Second Term Loan Agreement**"); and

WHEREAS, the Second Term Note is secured by accounts, inventory, equipment and general intangibles (collectively, the "**Second Term Loan Collateral**" and collectively with the LOC Loan Collateral and the First Loan Collateral, the "**Esmark Collateral**") all as more particularly described in that certain UCC-1 financing statement of even date herewith to be filed of record in the Clerk's Office, that certain UCC-1 financing statement of even date herewith to be filed of record in the Secretary's Office, that certain UCC-1 financing statement of even date herewith to be filed of record in the Tennessee Secretary of State's Office (collectively, the "**Second Term Loan Security Documents**" and together with the Second Term Note, the Second Term Loan Agreement and any instrument, agreement or document evidencing, securing or relating to the Second Term Loan, collectively, the "**Second Term Loan Documents**"); and

WHEREAS, Borrower and Individual Guarantors cross-defaulted and cross-pledged the LOC Loan and the First Term Loan by that certain Cross-Default and Cross-Pledge Agreement

dated March 8, 1999 (the "**Cross-Pledge**") and recorded at Book 80, Page 535 in the Secretary's Office; and

WHEREAS, the parties hereto desire to evidence their mutual agreement that the LOC Loan, the First Term Loan and the Second Term Loan (collectively, the "**Esmark Loans**") be cross-defaulted and cross-pledged with one another.

NOW, THEREFORE, in consideration of the premises, Ten and NO/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals of fact set forth above are hereby adopted as true and correct recitals of fact as though set forth verbatim in the agreement portion hereof. Any capitalized terms not defined herein shall have the meaning attributed to it in the LOC Loan Documents, the First Term Loan Documents and the Second Term Loan Documents, collectively, the "**Esmark Loan Documents**").
2. **Cross-default.** Notwithstanding anything in the Esmark Loan Documents to the contrary, the LOC Loan, the First Term Loan and the Second Term Loan are hereby cross defaulted with all indebtedness and obligations of Borrower to Bank, whether now existing or hereafter arising, so that any default by Borrower under either the LOC Loan Documents, the First Term Loan Documents or the Second Term Loan Documents shall constitute a default by Borrower under the Esmark Loans and the Esmark Loan Documents.
3. **Cross-pledge.** Notwithstanding anything in the Esmark Loan Documents to the contrary, the Esmark Collateral and all other collateral which Borrower may at any time acquire from any other sources in connection with any obligations of Borrower to Bank (collectively with the Esmark Collateral, the "**Collateral**") shall constitute collateral or cross-collateral for all obligations, without apportionment or designation as to particular obligations, of Borrower owed to Bank under the Notes, and Bank shall have the right, in its sole discretion, to determine the order in which Bank's rights in and remedies against the Collateral are to be exercised and which types of the Collateral or which portions of the Collateral are to be proceeded against and the order of application of proceeds of the Collateral as against particular obligations of Borrower.
4. **Binding Effect and Benefit.** The covenants and agreements shall bind, and the benefits and advantages shall inure to the parties hereto, the respective legal representatives, heirs, executors, personal representatives, administrators, successors and (if and when assigned in accordance with the provisions of the Esmark Loan Documents) assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, as the context may require.
5. **Joinder of Guarantors.** The payment and performance of all of the undertakings and obligations of Borrower have heretofore been irrevocably and unconditionally guaranteed by the Guarantors pursuant to separate agreements of guaranty (each a "**Guaranty**")

entered into by the Guarantors for the use and benefit of Bank, its successors and assigns. Notwithstanding anything herein to the contrary, each Guaranty of the parties hereto expressly agree and acknowledge that the Individual Guarantors is limited solely to the Second Term Loan, and the Individual Guarantors are not providing any guaranty for either the LOC Loan or the First Term Loan. Guarantors do further hereby ratify and confirm their respective undertakings to guarantee the payment and performance of the undertakings and obligations of Borrower under the Esmark Documents, and do hereby acknowledge and agree that the Guaranty of each Guarantor shall continue in full force and effect in accordance with all of its terms, provisions, undertakings, and obligations.

6. **Amendment and Restatement.** The parties hereto acknowledge and agree that this Agreement amends and restates the Cross-Pledge.
7. **Counterpart Execution.** This Agreement may be executed in multiple or separate counterparts, each of which shall constitute an original, and together all of such counterparts shall constitute a single binding instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, the parties hereto have made and delivered this Amended and Restated Cross-Default and Cross-Pledge Agreement on the day and year first above written.

**[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]**

Amended and Restated Cross-Default and Cross-Pledge Agreement Signature Page  
(Esmark)

BANK:

REGIONS BANK

By: [Signature]

Name: DONALD HUNT

Title: Vice President

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

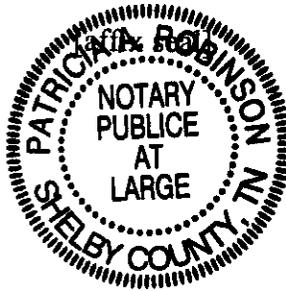
Personally appeared before me, a Notary Public in and for said state and county, duly commissioned and qualified, Donald Hunt, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (she)he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of Regions Bank, the within named bargainer, an Alabama bank having its principal place of business in Memphis, Tennessee by signing his(her) name as such Vice President.

WITNESS my hand and notarial seal at office this 30th day of October, 2006.

[Signature]  
NOTARY PUBLIC

My commission expires:

8-28-2007



Amended and Restated Cross-Default and Cross-Pledge Agreement Signature Page  
(Esmark)

BORROWER:

ESMARK CORP., a Tennessee corporation

By: THOMAS J MATTINGLY

Name: Thomas J Mattingly

Title: President

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

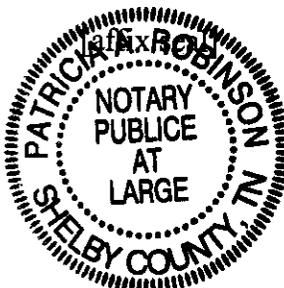
Personally appeared before me, a Notary Public in and for said state and county, duly commissioned and qualified, Thomas S. Mattingly, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (she)he executed the within instrument for the purposes therein contained, and who further acknowledged that (she) he is the President of Esmark Corp., the within named bargainer, a Tennessee corporation by signing his(her) name as such President.

WITNESS my hand and notarial seal at office this 30th day of October, 2006

Patricia A. Robinson  
NOTARY PUBLIC

My commission expires:

8-28-2007



Amended and Restated Cross-Default and Cross-Pledge Agreement Signature Page  
(Esmark)

ENTITY GUARANTOR:

METRO FOODS, INC.,  
a Tennessee corporation

By: Thomas J. Mattingly  
Name: Thomas J. Mattingly  
Title: President

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

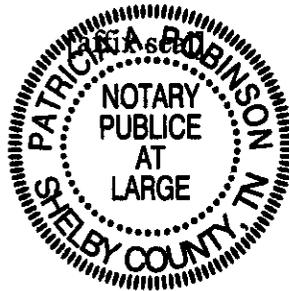
Personally appeared before me, a Notary Public in and for said state and county, duly commissioned and qualified, Thomas J. Mattingly, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (she)he executed the within instrument for the purposes therein contained, and who further acknowledged that (she) he is the President of Metro Foods, Inc., the within named bargainer, a Tennessee corporation by signing his(her) name as such President.

WITNESS my hand and notarial seal at office this 30th day of October, 2006.

Patricia A. Robinson  
NOTARY PUBLIC

My commission expires:

8-28-2007



Amended and Restated Cross-Default and Cross-Pledge Agreement Signature Page  
(Esmark)

ENTITY GUARANTOR:

METRO LOGICS, INC.,  
a Tennessee corporation

By: Thomas J. Mattingly  
Name: Thomas J. Mattingly  
Title: President

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

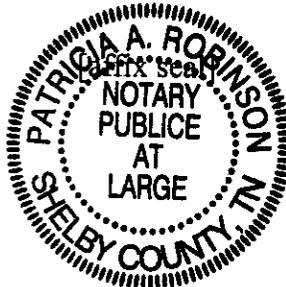
Personally appeared before me, a Notary Public in and for said state and county, duly commissioned and qualified, Thomas J. Mattingly, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (she)he executed the within instrument for the purposes therein contained, and who further acknowledged that (she) he is the President of Metro Logics, Inc., the within named bargainer, a Tennessee corporation by signing his(her) name as such President.

WITNESS my hand and notarial seal at office this 30th day of October, 2006.

Patricia A. Robinson  
NOTARY PUBLIC

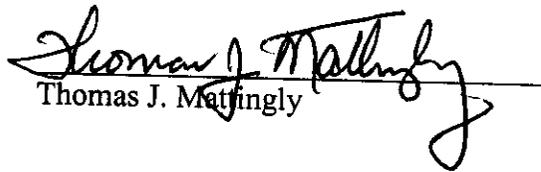
My commission expires:

8-28-2007



**Amended and Restated Cross-Default and Cross-Pledge Agreement Signature Page  
(Esmark)**

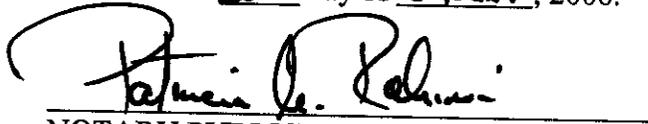
INDIVIDUAL GUARANTOR:

  
Thomas J. Mattingly

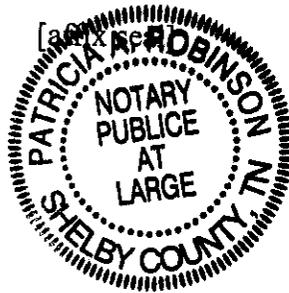
STATE OF TENNESSEE    )  
COUNTY OF SHELBY    )

Personally appeared before me, a Notary Public in and for said state and county, duly commissioned and qualified, Thomas J. Mattingly, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and notarial seal at office this 30th day of October, 2006.

  
NOTARY PUBLIC

My commission expires: 8-28-2007



**Amended and Restated Cross-Default and Cross-Pledge Agreement Signature Page**  
(Esmark)

INDIVIDUAL GUARANTOR:

*Barbara Ann F. Mattingly*  
Barbara Ann F. Mattingly

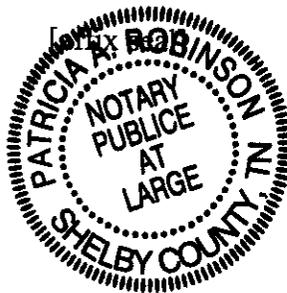
STATE OF TENNESSEE    )  
COUNTY OF SHELBY    )

Personally appeared before me, a Notary Public in and for said state and county, duly commissioned and qualified, Thomas J. Mattingly, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and notarial seal at office this 30<sup>th</sup> day of October, 2006.

*Thomas J. Mattingly*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: **8-28-2007**



**EXHIBIT "A"**

The west 368.00 feet of Lot 8 and the east 342.00 feet of Lot 11, Phase 1, Section "B", Holiday Industrial Park, situated in Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi, and shown on plat of record in Plat Book 15, Pages 9-14, in the Chancery Court Clerk's Office in Hernando, DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point on the south line of Marina Drive (80.00 foot right-of-way), said point being 1,811.58 feet west of the centerline of Hacks Cross Road, said centerline also being the east line of said Section 23; Thence South 00 degrees 19 minutes 01 seconds West parallel to said centerline and Section line a distance of 1,171.80 feet to a point in the centerline of the Burlington Northern Railroad lead tract "A", said centerline also being the south line of said Phase 1, Section "B"; Thence North 89 degrees 28 minutes 09 seconds West along said centerline and the south line of Phase 1, Section "B" a distance of 710.00 feet to a point; Thence North 00 degrees 19 minutes 01 seconds East parallel to the said centerline of Hacks Cross Road and the east line of Section 23, a distance of 1,136.22 feet to a point on the south line of said Marina Drive; Thence northeastwardly along said south line and along a curve to the right, having a radius of 560.00 feet, an arc distance of 200.39 feet (chord North 80 degrees 16 minutes 14 seconds East - 199.33 feet) to a point of tangency; Thence South 89 degrees 28 minutes 40 seconds East continuing along said south line a distance of 513.73 feet to the point of beginning.