

August 25, 2005

Mr. Robert M. Darling, President  
Pressed Steel Tank Company, Inc.  
1445 South 66 Street  
West Allis, Wisconsin 53214

Dear Mr. Darling:

Pursuant to your application and information provided by you, the Community Development Authority (CDA) of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Pressed Steel Tank Company, Inc., a Delaware corporation, whose business office is at 1445 S. 66 St., West Allis, WI.
2. Guarantor. Robert M. Darling, President of Pressed Steel Tank Company, Inc.
3. Project. Loan proceeds are to be as a General Business Security Agreement toward the purchase of inventory and raw materials for business operations at 1445 S. 66 St.
4. Loan Amount. The loan amount shall not exceed One Hundred Twenty Thousand Dollars (\$120,000). Disbursement of the aggregate principal will be at loan closing. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be six percent (6.0%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eleven and one-half percent (11.5%) per annum until paid.
6. Term. The term is from closing on August 26, 2005 and will mature on October 15, 2005 (51 days).
7. Payments. Payment of the loan shall be in full, principal and accrued interest, on October 15, 2005.
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears, may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
9. Security. As security for the loan, the Borrower will deliver to the City:

- A. A General Business Security Agreement, securing this loan, together with all outstanding unsecured debt owed by Pressed Steel Tank Company, Inc. to the Community Development Authority of the City of West Allis with priority security position on all raw materials and inventory.
  - B. A Personal Guarantee of payment and performance from Mr. Robert M. Darling.
10. Loan Processing Fee. A fee of Five Hundred Dollars (\$500.00) will be waived.
  11. Maturity Date. This loan shall mature on October 15, 2005
  12. Closing Date. The loan shall close on or before August 26, 2005.
  13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
  14. Job Creation/Retention. Borrower agrees to retain at least fifty (50) full-time equivalent positions over the next year. At least fifty-one percent (51%) of these employees shall be low-to-moderate income persons.
  15. General Conditions. Included in the Commitment are the "General Conditions" for economic development loans and "Federal Requirements" as provided.
  16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before August 26, 2005, along with the security agreement and the written guarantee of the loan by Robert M. Darling. If not so accepted, the City shall have no further obligation hereunder.

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City of West Allis,

By: \_\_\_\_\_  
John F. Stibal, Director  
Department of Development

Acceptance

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

Pressed Steel Tank Company, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert M. Darling, President

Received Acceptance and Loan Processing Fee:

By: \_\_\_\_\_  
Patrick Schloss  
Community Development Manager

Date: \_\_\_\_\_

Attachments

PS:bjb

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