

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Pledge and Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metalico-Granite City, Inc.		02/26/2010	CORPORATION: ILLINOIS
Mayco Industries, Inc.		02/26/2010	CORPORATION: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1149745	LAWRENCE BRAND	
<b>Registration Number:</b>	1149746	SHOT OF CHAMPIONS	
<b>Serial Number:</b>	77838061	EGS EARTH GREEN SHOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)295-1249		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-360-2349		
<b>Email:</b>	schneidermanm@gtlaw.com		
<b>Correspondent Name:</b>	Mallie Schneiderman		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07039		
<b>ATTORNEY DOCKET NUMBER:</b>	115403.010600		
<b>NAME OF SUBMITTER:</b>	Mallie Schneiderman		

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**900156138**

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Signature:

/Mallie Schneiderman/

Date:

03/03/2010

**Total Attachments: 102**

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## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Security Agreement") is entered into as of February 26, 2010 by and between METALICO, INC., a Delaware corporation, AMERICAN CATCON, INC., a Texas corporation, ELIZABETH HAZEL LLC, an Ohio limited liability company, FEDERAL AUTOCAT RECYCLING, L.L.C., a New Jersey limited liability company, GENERAL SMELTING & REFINING, INC., a Tennessee corporation, GULF COAST RECYCLING, INC., a Florida corporation, HYPERCAT COATING LIMITED LIABILITY COMPANY, a New Jersey limited liability company, HYPERCAT DMG, L.L.C., a New Jersey limited liability company, MAYCO INDUSTRIES, INC., an Alabama corporation, MELINDA HAZEL LLC, an Ohio limited liability company, METALICO AKRON, INC., an Ohio corporation, METALICO AKRON REALTY, INC., an Ohio corporation, METALICO ALABAMA REALTY, INC., an Alabama corporation, METALICO ALUMINUM RECOVERY, INC., a New York corporation, METALICO BUFFALO, INC., a New York corporation, METALICO-COLLEGE GROVE, INC., a Tennessee corporation, METALICO COLLIERS REALTY, INC., a West Virginia corporation, METALICO-GRANITE CITY, INC., an Illinois corporation, METALICO GULFPORT REALTY, INC., a Mississippi corporation, METALICO NEVILLE REALTY, INC., a Pennsylvania corporation, METALICO NIAGARA, INC., a New York corporation, METALICO NILES, INC., an Ohio corporation, METALICO PITTSBURGH, INC., a Pennsylvania corporation, METALICO ROCHESTER, INC., a New York corporation, METALICO SYRACUSE, INC., a New York corporation, METALICO SYRACUSE REALTY, INC., a New York corporation, METALICO TRANSFER, INC., a New York corporation, METALICO TRANSFER REALTY, INC., a New York corporation, METALICO TRANSPORT, INC., a New York corporation, METALICO YOUNGSTOWN, INC., a Delaware corporation, RIVER HILLS BY THE RIVER, INC., a Florida corporation, SANTA ROSA LEAD PRODUCTS, INC., a California corporation, TOTALCAT GROUP, INC., a Delaware corporation, TRANZACT CORPORATION, a Delaware corporation, and WEST COAST SHOT, INC., a Nevada corporation (each a "Grantor", and collectively, the "Grantors", JPMORGAN CHASE BANK, N.A., (the "Administrative Agent"), and RBS BUSINESS CAPITAL, as Documentation Agent.

### PRELIMINARY STATEMENT

The Grantors, the Administrative Agent, and the Lenders are entering into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Credit Agreement"). Each Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations that each Guarantor has agreed to guarantee pursuant to Article X of the Credit Agreement.

ACCORDINGLY, the Grantors and the Administrative Agent on behalf of the Lenders, hereby agree as follows:

### ARTICLE I DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Assigned Contracts" means, collectively, all of the Grantors' rights and remedies under, and all moneys and claims for money due or to become due to the Grantor under those contracts set forth on Exhibit J hereto, and any other material contracts, and any and all amendments, supplements, extensions, and renewals thereof including all rights and claims of the Grantors now or hereafter existing: (a) under any insurance, indemnities, warranties, and guarantees provided for or arising out of or in connection with any of the foregoing agreements; (b) for any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (c) to all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; or (d) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance reasonably satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Loan Party for any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Collateral Deposit Account" shall have the meaning set forth in Section 7.1(a).

"Collateral Report" means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Administrative Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

"Collection Account" shall have the meaning set forth in Section 7.1(b).

"Commercial Tort Claims" shall have the meaning set forth in Article 9 of the UCC and shall include without limitation the following existing commercial tort claims of the Grantors: None.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Deposit Account Control Agreement" means an agreement, in form and substance satisfactory to the

Administrative Agent, among any Loan Party, a banking institution holding such Loan Party's funds, and the Administrative Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by any Loan Party with such banking institution.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Event of Default" means an event described in Section 5.1.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Letter-of-Credit Rights" shall have the meaning set forth in Article 9 of the UCC.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Lock Boxes" shall have the meaning set forth in Section 7.1(a).

"Lock Box Agreements" shall have the meaning set forth in Section 7.1(a).

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (a) prior to an acceleration of the Obligations under the Credit Agreement, the Required Lenders, (b) after an acceleration of the Obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders holding in the aggregate at least a majority of the total of the Aggregate Credit Exposure, and (c) after the Credit Agreement has terminated by its terms and all of the Obligations thereunder have been paid in full (whether or not the Obligations under the Credit Agreement were ever accelerated), Lenders holding in the aggregate at least a majority of the aggregate net early termination payments and all other amounts then due and unpaid from any Grantor to the Lenders under any Swap Agreement, as determined by the Administrative Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Security" has the meaning set forth in Article 8 of the UCC.

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

"Supporting Obligations" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Administrative Agent's or any Lender's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of

such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims;
- (xvi) all Assigned Contracts;
- (xvii) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

Each Grantor represents and warrants to the Administrative Agent and the Lenders that:

3.1. Title, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Administrative Agent will have a fully perfected first priority security interest in that Collateral of the Grantor in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).



3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Exhibit B.

3.6. Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Except as set forth on Schedule 3.6, such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition.

3.7. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Administrative Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.8. Accounts and Chattel Paper.

(a) The names of the obligors, amounts owing, due dates and other information with respect to its Accounts and Chattel Paper are and will be correctly stated in all records of such Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Administrative Agent by such Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

(b) With respect to its Accounts, except as specifically disclosed on the most recent Collateral Report, (i) all Accounts are Eligible Accounts; (ii) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (iii) there are no setoffs, claims or disputes existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment and disclosed to the Administrative Agent; (iv) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; (v) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account

Debtor's financial condition; and (vi) such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due.

(c) In addition, with respect to all of its Accounts, (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Lock Box or a Collateral Deposit Account as required pursuant to Section 7.1; and (iii) to such Grantor's knowledge, all Account Debtors have the capacity to contract.

3.9. Inventory. With respect to any of its Inventory scheduled or listed on the most recent Collateral Report, (a) such Inventory (other than Inventory in transit) is located at one of such Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), (c) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and Lenders, and except for Permitted Liens, (d) except as specifically disclosed in the most recent Collateral Report, such Inventory is Eligible Inventory of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, (f) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder and (g) the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

3.10. Intellectual Property. Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Administrative Agent on such Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor; and all action necessary to protect and perfect the Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.11. Filing Requirements. None of its Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Administrative Agent on behalf of the Lenders as the secured party and (b) as permitted by Section 4.1(e).

3.13. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all Pledged Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent for the benefit of the Lenders hereunder. Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Pledged Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control and (iv) to such Grantor's knowledge, all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Pledged Collateral or which obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Equity Interests which constitute Pledged Collateral owned by it and none of the Pledged Collateral which represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

#### ARTICLE IV COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

##### 4.1. General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Administrative Agent, with sufficient copies for each of the Lenders, such reports relating to such Collateral as the Administrative Agent shall from time to time request.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be reasonably requested by the Administrative Agent in order to maintain a first perfected security interest in and, if

applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Administrative Agent promptly upon request. Such Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent reasonably requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions reasonably necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to Section 6.05 of the Credit Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement, and (ii) other Permitted Liens.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as permitted by Section 4.1(e). Such Grantor acknowledges that, except as permitted under Section 6.02 of the Credit Agreement, it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. Such Grantor will not (i) maintain any Collateral owned by it at any location other than those locations listed on Exhibit A, (ii) otherwise change, or add to, such locations without the Administrative Agent's prior written consent as required by the Credit Agreement (and if the Administrative Agent gives such consent, such Grantor will concurrently therewith obtain a Collateral Access Agreement for each such location to the extent required by the Credit Agreement), or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement.

(h) Compliance with Terms. Such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

#### 4.2. Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its policies as in effect from time to time and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it.

(c) Delivery of Invoices. Such Grantor will deliver to the Administrative Agent promptly upon its request duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Administrative Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable owned by such Grantor exists or (ii) if, to the knowledge of such Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, such Grantor will promptly disclose such fact to the Administrative Agent in writing. Such Grantor shall send the Administrative Agent a copy of each credit memorandum in excess of \$250,000 as soon as issued, and such Grantor shall promptly report each credit memo and each of the facts required to be disclosed to the Administrative Agent in accordance with this Section 4.2(d) on the Borrowing Base Certificates submitted by it.

(e) Electronic Chattel Paper. Such Grantor shall take all steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

#### 4.3. Inventory and Equipment.

(a) Maintenance of Goods. Such Grantor will do all things reasonably necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of such Grantor's business and except for ordinary wear and tear in respect of the Equipment.

(b) Returned Inventory. If an Account Debtor returns any Inventory to such Grantor when no Event of Default exists, then such Grantor shall promptly determine the reason for such return and shall issue a credit memorandum to the Account Debtor in the appropriate amount unless such Grantor is contesting such return in good faith. Such Grantor shall immediately report to the Administrative Agent any return involving an amount in excess of \$1,000,000. Each such report shall indicate the reasons for the returns and the locations and condition of the returned Inventory. In the event any Account Debtor returns Inventory to such Grantor when an Event of Default exists, such Grantor, upon the request of the Administrative Agent, shall, at Administrative Agent's request: (i) hold the returned Inventory in trust for the Administrative Agent; (ii) segregate all returned Inventory from all of its other property; (iii) dispose of the returned Inventory solely according to the Administrative Agent's written instructions; and (iv) not issue any credits or allowances with respect thereto without the Administrative Agent's prior written consent. All returned Inventory shall be subject to the Administrative Agent's Liens thereon. Whenever any Inventory is returned, the related Account shall be deemed ineligible to the extent of the amount owing by the Account Debtor with respect to such returned Inventory.

(c) Inventory Count. Such Grantor will conduct a physical count of its Inventory at least

once per Fiscal Year, and after and during the continuation of an Event of Default, at such other times as the Administrative Agent requests. Such Grantor, at its own expense, shall deliver to the Administrative Agent the results of each physical verification, which such Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory.

(d) Equipment. Such Grantor shall promptly inform the Administrative Agent of any additions to or deletions from its Equipment which individually exceed \$1,000,000. Such Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Administrative Agent does not have a Lien. Such Grantor will not, without the Administrative Agent's prior written consent, alter or remove any identifying symbol or number on any of such Grantor's Equipment constituting Collateral.

(e) Titled Vehicles. Such Grantor will give the Administrative Agent reasonable notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Administrative Agent, upon request, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Administrative Agent noted on any such certificate or with the appropriate state office at such Grantor's expense.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any such Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral and (d) upon the Administrative Agent's request, deliver to the Administrative Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "Amendment"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Administrative Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be considered to be part of the Collateral.

4.5. Uncertificated Pledged Collateral. Such Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any such Pledged Collateral, to cause the Administrative Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent, giving the Administrative Agent Control.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Liens and sales of assets permitted pursuant

to Section 4.1(d) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of an Equity Interest constituting Pledged Collateral owned by it and in which such Grantor owns Controlling Equity Interests to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral owned by it to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Credit Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of such Pledged Collateral.

(ii) Such Grantor will permit the Administrative Agent or its nominee at any time after the occurrence of an Event of Default, without notice, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting such Pledged Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively referred to as the "Excluded Payments"): (A) dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, such Pledged Collateral; *provided however, that* until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

#### 4.7. Intellectual Property.

(a) Such Grantor will use its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Administrative Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Such Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Administrative Agent prior written notice thereof, and, upon request of the Administrative Agent, such Grantor shall execute and deliver any and all security agreements as the Administrative Agent may request to evidence the Administrative Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or reasonably requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except with respect to Patents abandoned prior to the date of this Security Agreement.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate in its Permitted Discretion under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8 Commercial Tort Claims. Such Grantor shall promptly, and in any event within two Business Days after the same is acquired by it, notify the Administrative Agent of any commercial tort claim (as defined in the UCC) acquired by it and, unless the Administrative Agent otherwise consents, such Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit I hereto, granting to Administrative Agent a first priority security interest in such commercial tort claim.

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly, and in any event within five (5) Business Days after becoming a beneficiary, notify the Administrative Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Administrative Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.18 of the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.



4.11. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Administrative Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies.

4.12. Insurance. (a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", at the request of the Administrative Agent, such Grantor shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Loan Party within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall be in an amount equal to the lesser of the total Commitment or the total replacement cost value of the improvements.

(b) All insurance policies required hereunder and under Section 5.09 of the Credit Agreement shall name the Administrative Agent (for the benefit of the Administrative Agent and the Lenders) as an additional insured or as loss payee, as applicable, and shall contain loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Administrative Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Administrative Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty days prior written notice given to the Administrative Agent.

(c) All premiums on any such insurance shall be paid when due by such Grantor, and copies of the policies delivered to the Administrative Agent. If such Grantor fails to obtain any insurance as required by this Section, the Administrative Agent may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Administrative Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor.

4.13. Collateral Access Agreements. Such Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement, from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent. With respect to such locations or warehouse space leased as of the Closing Date and thereafter, if the Administrative Agent has not received a Collateral Access Agreement as of the Effective Date (or, if later, as of the date such location is acquired or leased), Borrower's Eligible Inventory at that location shall be subject to such Reserves as may be established by the Administrative Agent. After the Closing Date, no real property or warehouse space shall be leased by such Grantor and no Inventory shall be shipped to a processor or converter under arrangements established after the Closing Date, unless and until a satisfactory Collateral Access Agreement shall first have been obtained with respect to such location and if it has not been obtained, Borrower's Eligible Inventory at that location shall be subject to the establishment of Reserves acceptable to the Administrative Agent. Such Grantor shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

4.14. Deposit Account Control Agreements. Such Grantor will provide to the Administrative Agent upon the Administrative Agent's request, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of such Grantor as set forth in the Security Agreement.

4.15. Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive

office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in the Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Administrative Agent shall have received at least thirty days prior written notice of such change and the Administrative Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of Lenders, in any Collateral), *provided that*, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year which currently ends on December 31.

4.16 Assigned Contracts. Such Grantor will use its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Administrative Agent of any Assigned Contract held by such Grantor and to enforce the security interests granted hereunder. Such Grantor shall fully perform all of its obligations under each of its Assigned Contracts, and shall enforce all of its rights and remedies thereunder, in each case, as it deems appropriate in its business judgment; *provided however, that* such Grantor shall not take any action or fail to take any action with respect to its Assigned Contracts which would cause the termination of an Assigned Contract. Without limiting the generality of the foregoing, such Grantor shall take all action necessary or appropriate to permit, and shall not take any action which would have any materially adverse effect upon, the full enforcement of all indemnification rights under its Assigned Contracts. Such Grantor shall notify the Administrative Agent and the Lenders in writing, promptly after such Grantor becomes aware thereof, of any event or fact which could give rise to a material claim by it for indemnification under any of its Assigned Contracts, and shall diligently pursue such right and report to the Administrative Agent on all further developments with respect thereto. Such Grantor shall deposit into a Deposit Account at the Administrative Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.18 of the Credit Agreement, all amounts received by such Grantor as indemnification or otherwise pursuant to its Assigned Contracts. If such Grantor shall fail after the Administrative Agent's demand to pursue diligently any right under its Assigned Contracts, or if an Event of Default then exists, the Administrative Agent may, and at the direction of the Required Secured Parties shall, directly enforce such right in its own or such Grantor's name and may enter into such settlements or other agreements with respect thereto as the Administrative Agent or the Required Secured Parties, as applicable, shall determine. In any suit, proceeding or action brought by the Administrative Agent for the benefit of the Lenders under any Assigned Contract for any sum owing thereunder or to enforce any provision thereof, such Grantor shall indemnify and hold the Administrative Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaims, recoupment, or reduction of liability whatsoever of the obligor thereunder arising out of a breach by such Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing from such Grantor to or in favor of such obligor or its successors. All such obligations of such Grantor shall be and remain enforceable only against such Grantor and shall not be enforceable against the Administrative Agent or the Lenders. Notwithstanding any provision hereof to the contrary, such Grantor shall at all times remain liable to observe and perform all of its duties and obligations under its Assigned Contracts, and the Administrative Agent's or any Lender's exercise of any of their respective rights with respect to the Collateral shall not release such Grantor from any of such duties and obligations. Neither the Administrative Agent nor any Lender shall be obligated to perform or fulfill any of such Grantor's duties or obligations under its Assigned Contracts or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment or property received by it thereunder or the sufficiency of performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance, any payment of any amounts, or any delivery of any property.

## ARTICLE V

## EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.
- (b) The breach by any Grantor of any of the terms or provisions of Article IV or Article VII.
- (c) The breach by any Grantor (other than a breach which constitutes an Event of Default under any other Section of this Article V) of any of the terms or provisions of this Security Agreement which is not remedied within ten days after such breach.
- (d) The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement.
- (e) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Administrative Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence and continuance of an Event of Default, the Administrative Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

- (i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of Default;
- (ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;
- (iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or and other control agreement with any securities intermediary and take any action therein with respect to such Collateral;
- (iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or

otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Lenders, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Lenders, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and Lenders), with respect to such appointment without prior notice or hearing as to such appointment.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Swap Agreement.

(f) Notwithstanding the foregoing, neither the Administrative Agent nor the Lenders shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor

or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3. Grantor's Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence and during the continuance of a Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) prepare and file, or cause an issuer of Pledged Collateral to prepare and file, with the Securities and Exchange Commission or any other applicable government agency, registration statements, a prospectus and such other documentation in connection with the Pledged Collateral as the Administrative Agent may request, all in form and substance satisfactory to the Administrative Agent, and furnish to the Administrative Agent, or cause an issuer of Pledged Collateral to furnish to the Administrative Agent, any information regarding the Pledged Collateral in such detail as the Administrative Agent may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Administrative Agent and each Lender, at any time, and from time to time, promptly upon the Administrative Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual property Rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

**ARTICLE VI**  
**ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY**

6.1. Account Verification. The Administrative Agent may at any time, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Administrative Agent Control over such Pledged Collateral, (v) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 7.3, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) to contact Account Debtors for any reason, (viii) to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (x) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) to settle, adjust, compromise, extend or renew the Receivables, (xii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xiv) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Lenders, under this Section 6.2 are solely to protect the Administrative Agent's interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers.

6.3. Proxy. SUBJECT TO SECTION 4.6(d) ABOVE, EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY

AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL AS PROVIDED IN SECTION 4.6(d) ABOVE, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS) AS PROVIDED IN THIS SECURITY AGREEMENT. SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE OF A DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT, NOR ANY LENDER, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

## ARTICLE VII COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

### 7.1. Collection of Receivables.

(a) On or before the Closing Date, each Grantor shall (a) execute and deliver to the Administrative Agent Deposit Account Control Agreements for each Deposit Account maintained by such Grantor into which all cash, checks or other similar payments relating to or constituting payments made in respect of Receivables will be deposited (a "Collateral Deposit Account"), which Collateral Deposit Accounts are identified as such on Exhibit B, and (b) establish lock box service (the "Lock Boxes") with the bank(s) set forth in Exhibit B, which lock boxes shall be subject to irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Administrative Agent and shall be accompanied by an acknowledgment by the bank where the Lock Box is located of the Lien of the Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Collection Account (a "Lock Box Agreement"). After the Closing Date, each Grantor will comply with the terms of Section 7.2.

(b) Each Grantor shall direct all of its Account Debtors to forward payments directly to Lock Boxes subject to Lock Box Agreements. The Administrative Agent shall have sole access to the Lock Boxes at all times and each Grantor shall take all actions necessary to grant the Administrative Agent such sole access. At no time shall any Grantor remove any item from a Lock Box or from a Collateral Deposit Account without the Administrative Agent's prior written consent. If any Grantor should refuse or neglect to notify any Account Debtor to forward payments directly to a Lock Box subject to a Lock Box Agreement after notice from

the Administrative Agent, the Administrative Agent shall be entitled to make such notification directly to Account Debtor. If notwithstanding the foregoing instructions, any Grantor receives any proceeds of any Receivables, such Grantor shall receive such payments as the Administrative Agent's trustee, and shall immediately deposit all cash, checks or other similar payments related to or constituting payments made in respect of Receivables received by it to a Collateral Deposit Account. All funds deposited into any Lock Box subject to a Lock Box Agreement or a Collateral Deposit Account will be swept on a daily basis into a collection account maintained by the Borrowers with the Administrative Agent (the "Collection Account"). The Administrative Agent shall hold and apply funds received into the Collection Account as provided by the terms of Section 7.3.

7.2. Covenant Regarding New Deposit Accounts; Lock Boxes. Before opening or replacing any Collateral Deposit Account, other Deposit Account, or establishing a new Lock Box, each Grantor shall (a) obtain the Administrative Agent's consent in writing to the opening of such Deposit Account or Lock Box, and (b) cause each bank or financial institution in which it seeks to open (i) a Deposit Account, to enter into a Deposit Account Control Agreement with the Administrative Agent in order to give the Administrative Agent Control of such Deposit Account, or (ii) a Lock Box, to enter into a Lock Box Agreement with the Administrative Agent in order to give the Administrative Agent Control of the Lock Box. In the case of Deposit Accounts or Lock Boxes maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

7.3. Application of Proceeds; Deficiency. All amounts deposited in the Collection Account shall be deemed received by the Administrative Agent in accordance with Section 2.18 of the Credit Agreement and shall, after having been credited to the Collection Account, be applied (and allocated) by Administrative Agent in accordance with Section 2.10(b) of the Credit Agreement. The Administrative Agent shall require all other cash proceeds of the Collateral, which are not required to be applied to the Obligations pursuant to Section 2.11 of the Credit Agreement, to be deposited in a special non-interest bearing cash collateral account with the Administrative Agent and held there as security for the Secured Obligations. No Grantor shall have any control whatsoever over said cash collateral account. Any such proceeds of the Collateral shall be applied in the order set forth in Section 2.18 of the Credit Agreement unless a court of competent jurisdiction shall otherwise direct. The balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Administrative Agent into the Company's general operating account with the Administrative Agent. The Grantors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by the Administrative Agent or any Lender as provided in the Credit Agreement to collect such deficiency.

## ARTICLE VIII GENERAL PROVISIONS

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any Lender arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent or such Lender as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Lender, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any



court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Administrative Agent's and Lenders' Duty with Respect to the Collateral. The Administrative Agent shall have no obligation to clean up or otherwise prepare the Collateral for sale. The Administrative Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third-party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any

Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and has failed to perform or pay and the Grantors shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 4.16, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the Lenders to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties.

8.7. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Secured Obligations have been paid in full.

8.8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.9. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or

be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.10. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, hereunder.

8.11. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.12. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Administrative Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery and administration of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral) and shall reimburse the Administrative Agent and each Lender in connection with the collection and enforcement of this Security Agreement. Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.13. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.14. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or Supporting Letter of Credit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.15. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral.

8.16. **CHOICE OF LAW.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.17. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

8.18. WAIVER OF JURY TRIAL. EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

8.19. Indemnity. Each Grantor hereby agrees to indemnify the Administrative Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Lenders or any Grantor, and any claim for Patent, Trademark or Copyright infringement).

8.20. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

## ARTICLE IX NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Grantors at the notice address set forth on Exhibit A, and to the Administrative Agent and the Lenders at the addresses set forth in accordance with Section 9.01 of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Grantors, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

**ARTICLE X**  
**THE ADMINISTRATIVE AGENT**

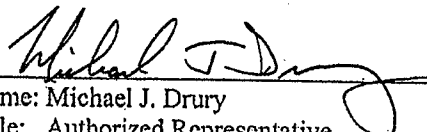
JPMorgan Chase Bank, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

METALICO, INC.  
AMERICAN CATCON, INC.  
GENERAL SMELTING & REFINING, INC.  
GULF COAST RECYCLING, INC.  
MAYCO INDUSTRIES, INC.  
METALICO AKRON, INC.  
METALICO AKRON REALTY, INC.  
METALICO ALABAMA REALTY, INC.  
METALICO ALUMINUM RECOVERY, INC.  
METALICO BUFFALO, INC.  
METALICO-COLLEGE GROVE, INC.  
METALICO COLLIERS REALTY, INC.  
METALICO-GRANITE CITY, INC.  
METALICO GULFPORT REALTY, INC.  
METALICO NEVILLE REALTY, INC.  
METALICO NIAGARA, INC.  
METALICO NILES, INC.  
METALICO PITTSBURGH, INC.  
METALICO ROCHESTER, INC.  
METALICO SYRACUSE, INC.  
METALICO SYRACUSE REALTY, INC.  
METALICO TRANSFER, INC.  
METALICO TRANSFER REALTY, INC.  
METALICO TRANSPORT, INC.  
METALICO YOUNGSTOWN, INC.  
RIVER HILLS BY THE RIVER, INC.  
SANTA ROSA LEAD PRODUCTS, INC.  
TOTALCAT GROUP, INC.  
TRANZACT CORPORATION  
WEST COAST SHOT, INC.  
ELIZABETH HAZEL LLC  
FEDERAL AUTOCAT RECYCLING, L.L.C.  
HYPERCAT COATING LIMITED LIABILITY COMPANY  
HYPERCAT DMG, L.L.C.  
MELINDA HAZEL LLC

By:   
Name: Michael J. Drury  
Title: Authorized Representative

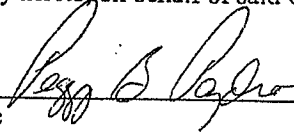
STATE OF NEW JERSEY

)  
) SS  
)

COUNTY OF UNION

The foregoing instrument was acknowledged before me this 24 day of February, 2010, by Michael J. Drury, the Authorized Representative of each Grantor signatory hereto, on behalf of said Grantor.

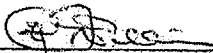
Notary Public



My commission expires:

**PEGGY B. PAZDRO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 5/16/2013**

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:   
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_



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DISCLOSURE SCHEDULES

to

PLEDGE AND  
SECURITY AGREEMENT

dated as of

February 26, 2010

among

METALICO, INC.  
AND THE OTHER LOAN PARTIES NAMED HEREIN

and

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

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**EXHIBIT A**

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

**NOTICE ADDRESS FOR ALL GRANTORS**

c/o Metalico, Inc.  
186 North Ave. East  
Cranford, NJ 07016  
Attention: Michael J. Drury  
Facsimile No: 908-497-1097  
Email: [mjdrury@metalico.com](mailto:mjdrury@metalico.com)

- I. **Name of Grantor:** METALICO, INC.
- II. **State of Incorporation or Organization:** DE
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 3037318
- V. **Federal Identification Number:** 52-2169780
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
  
186 North Avenue East  
Cranford, NJ 07016
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: Joseph O'Neill  
186 North Avenue E  
Cranford, NJ 07016
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** AMERICAN CATCON, INC.
- II. **State of Incorporation or Organization:** TX
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 800903858
- V. **Federal Identification Number:** 26-1519884

VI. **Place of Business** (if it has only one) or **Chief Executive Office** (if more than one place of business) and **Mailing Address:**

17401 Interstate Highway 35  
Buda, TX 78610

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor: None

(b) Properties Leased by the Grantor (Include Landlord's Name):  
By Assignment - Landlord: Hickman Property Holdings, LLC  
17401 Interstate Highway 35

By Assignment - Landlord: SVF Texas Redbird II, LP  
Buda, TX 786104577 Mint Way  
Dallas, TX 75236

Intercompany Lease with Metalico Gulfport Realty, Inc  
10123 Southpark Drive  
Gulfport, MS 39503

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** ELIZABETH HAZEL, LLC

II. **State of Incorporation or Organization:** OH

III. **Type of Entity:** LIMITED LIABILITY COMPANY

IV. **Organizational Number assigned by State of Incorporation or Organization:** 1709779

V. **Federal Identification Number:** 26-0620214

VI. **Place of Business** (if it has only one) or **Chief Executive Office** (if more than one place of business) and **Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:  
888 Hazel Street  
Akron, OH 44305-1609

(b) Properties Leased by the Grantor (Include Landlord's Name): None

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** FEDERAL AUTOCAT RECYCLING, LLC
- II. **State of Incorporation or Organization:** NJ
- III. **Type of Entity:** LIMITED LIABILITY COMPANY
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 600105611
- V. **Federal Identification Number:** 22-3785816
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
- 2-20 East Peddie Street  
Newark, NJ 07114
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: 1448 McCarter Highway, LLC  
2-20 East Peddie Street  
Newark, NJ 07114
- Landlord: Four Seasons Restoration, LLC  
14471 Eleven Mile  
Oak Park, MI 48237
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** GENERAL SMELTING & REFINING, INC.
- II. **State of Incorporation or Organization:** TN
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 0012565
- V. **Federal Identification Number:** 62-0532422
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
- 186 North Avenue E  
Cranford, NJ 07016
- VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:  
8430 Horton Highway  
College Grove, TN 37046
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** GULF COAST RECYCLING, INC.

II. **State of Incorporation or Organization:** FL

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization:** 171867

V. **Federal Identification Number:** 59-0690405

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor: None

(b) Properties Leased by the Grantor (Include Landlord's Name): None

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** HYPERCAT COATING LIMITED LIABILITY COMPANY

II. **State of Incorporation or Organization:** NJ

III. **Type of Entity:** LIMITED LIABILITY COMPANY

IV. **Organizational Number assigned by State of Incorporation or Organization:** 400108457

V. **Federal Identification Number:** 74-3152827

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

901 South Bolmar Street  
Suites G and H  
West Chester, PA 19382

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: South Bolmar Street Associates, L.P.  
901 South Bolmar Street  
Suites G and H  
West Chester, PA 19382
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** HYPERCAT DMG, LLC

II. **State of Incorporation or Organization:** NJ

III. **Type of Entity:** LIMITED LIABILITY COMPANY

IV. **Organizational Number assigned by State of Incorporation or Organization:** 600299881

V. **Federal Identification Number:** 26-0205455

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** MAYCO INDUSTRIES, INC.

II. **State of Incorporation or Organization:** AL

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization:**

V. **Federal Identification Number:** 52-2358335

VI. **Place of Business** (if it has only one) or **Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
18 West Oxmoor Road  
Birmingham, AL 35219-9397

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor: None

(b) Properties Leased by the Grantor (Include Landlord's Name):  
Intercompany Lease with Metalico Alabama Realty, Inc.  
18 West Oxmoor Road  
Birmingham, AL 35219-9397

Century Plaza Company  
19 West Oxmoor Road  
Birmingham, AL 35209-6409

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee):  
Dutch Warehouse  
#3 17 Street West  
Birmingham, AL 35216

Robertson, Johnson Warehouse  
2600 & 2614 Shader Road  
Orlando, FL 32804

Cardinal Warehouse  
1822 Cargo Court  
Louisville, KY 40201

J& R Distributing  
6722 NE Columbia Blvd  
Portland, OR 97218

Victory White  
3650 Patterson Avenue  
Winston Salem, NC 27105

Allison Sales Marketing  
631 Graves St.  
Kernersville, NC 27284-3205

I. **Name of Grantor:** MELINDA HAZEL, LLC

II. **State of Incorporation or Organization:** OH

III. **Type of Entity:** LIMITED LIABILITY COMPANY

IV. **Organizational Number assigned by State of Incorporation or Organization:** 1709717

- V. **Federal Identification Number:** 26-0620291
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
8 186 North Avenue East  
Cranford, NJ 07016
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
943 Hazel Street  
Akron, OH 44305-1625
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None
- I. **Name of Grantor:** METALICO AKRON, INC.
- II. **State of Incorporation or Organization:** OH
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 1701457
- V. **Federal Identification Number:** 26-0247357
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
943 Hazel Street  
Akron, OH 44305-1625
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Intercompany Lease with Melinda Hazel, LLC  
943 Hazel Street  
Akron, OH 44305-1625  
  
Intercompany Lease with Elizabeth Hazel, LLC  
888 Hazel Street  
Akron, OH 44305-1625
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None



- I. Name of Grantor: METALICO AKRON REALTY, INC.
- II. State of Incorporation or Organization: OH
- III. Type of Entity: CORPORATION
- IV. Organizational Number assigned by State of Incorporation or Organization: 1701414
- V. Federal Identification Number: 26-0247534
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

186 North Avenue East  
Cranford, NJ 07016

- VII. Locations of Collateral:
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. Name of Grantor: METALICO ALABAMA REALTY, INC.
- II. State of Incorporation or Organization: AL
- III. Type of Entity: CORPORATION
- IV. Organizational Number assigned by State of Incorporation or Organization:
- V. Federal Identification Number: 26-0100722
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

186 North Avenue East  
Cranford, NJ 07016

- VII. Locations of Collateral:
  - (a) Properties Owned by the Grantor:  
  
18 West Oxmoor Road  
Birmingham, AL 35219
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee):

I. Name of Grantor: METALICO ALUMNIUM RECOVERY, INC.

II. State of Incorporation or Organization: NY

III. Type of Entity: CORPORATION

IV. Organizational Number assigned by State of Incorporation or Organization:

V. Federal Identification Number: 42-1575461

VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business)  
and Mailing Address:

6223 Thompson Road  
Dewitt, NY 13206

VII. Locations of Collateral:

(a) Properties Owned by the Grantor: None

(b) Properties Leased by the Grantor (Include Landlord's Name):  
Intercompany Lease with Metalico Syracuse Realty, Inc.  
6223 Thompson Road  
Dewitt, NY 13206

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

I. Name of Grantor: METALICO BUFFALO, INC.

II. State of Incorporation or Organization: NY

III. Type of Entity: CORPORATION

IV. Organizational Number assigned by State of Incorporation or Organization

V. Federal Identification Number: 16-1090524

VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business)  
and Mailing Address:

127 Fillmore Avenue  
Buffalo, NY 14210

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:  
127 Fillmore Avenue  
Buffalo, NY 14210

126 Dillon Street  
Buffalo, NY 14210

25 Hardwood Place  
Buffalo, NY 14210

(b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: Steel City Recycling, Inc.  
2504 South Park Ave.  
Lackawanna, NY 14218-1502

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** METALICO COLLEGE-GROVE, INC.

II. **State of Incorporation or Organization:** TN

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization** 0354897

V. **Federal Identification Number:** 62-1759822

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor: None

(b) Properties Leased by the Grantor (Include Landlord's Name): None

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** METALICO COLLIERS REALTY, INC.

II. **State of Incorporation or Organization:** WVA

III. **Type of Entity:** CORPORATION

- IV. **Organizational Number assigned by State of Incorporation or Organization** 11484
- V. **Federal Identification Number:** 26-2452278
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:

2024 Harmon Creek Road  
Colliers, WV 26035

- (b) Properties Leased by the Grantor (Include Landlord's Name): None

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** METALICO GRANITE CITY, INC.

II. **State of Incorporation or Organization:** IL

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization** 5965-835-2

V. **Federal Identification Number:** 22-3546223

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

1200 1600<sup>th</sup> Street  
Granite City, IL 62040

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:

1200 1600<sup>th</sup> Street  
Granite City, IL 62040

- (b) Properties Leased by the Grantor (Include Landlord's Name): None

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** METALICO GULFPORT REALTY, INC.
- II. **State of Incorporation or Organization:** MS
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization** 927302
- V. **Federal Identification Number:** 26-2058553
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
- 186 North Avenue East  
Cranford, NJ 07016
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
- 10123 Southpark Drive  
Gulfport, MS 39503
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** METALICO NEVILLE REALTY, INC.
- II. **State of Incorporation or Organization:** PA
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization** 3803713
- V. **Federal Identification Number:** 26-2452391
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
- 186 North Avenue East  
Cranford, NJ 07016
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
- 3100 Grand Avenue  
Neville Township, PA 15225
- 3400 Grand Avenue  
Neville Township, PA 15225

996 Brownsville Road  
Fayette City, PA 15438

1046 Brownsville Rd.  
Fayette City, PA 15438

1093 Fredonia Road  
Hadley, PA 16130

- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** METALICO NIAGARA, INC.
- II. **State of Incorporation or Organization:** NY
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization**
- V. **Federal Identification Number:** 16-1550611
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

2133 Maple Avenue  
Niagara Falls, NY 14304

- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: Angelo P. Onevelo  
2133 Maple Avenue  
Niagara Falls, NY 14304
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** METALICO NILES, INC.
- II. **State of Incorporation or Organization:** OH
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization** 1631778

- V. **Federal Identification Number:** 20-5124397
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** METALICO PITTSBURGH, INC.

II. **State of Incorporation or Organization:** PA

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization** 3803718

V. **Federal Identification Number:** 26-2452344

- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

3100 Grand Avenue  
Neville Township, PA 15225

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Intercompany Lease with Metalico Neville Realty, Inc.  
3100 Grand Avenue  
Neville Township, PA 15225
- 3400 Grand Avenue  
Neville Township, PA 15225
- 996 Brownsville Road  
Fayette City, PA 15438
- 1093 Fredonia Road  
Hadley, PA 16130

Landlord: Platt Properties, LLC  
96 Oliver Road  
Uniontown, PA 15401

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** METALICO ROCHESTER, INC.
- II. **State of Incorporation or Organization:** NY
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization**
- V. **Federal Identification Number:** 22-3562799
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

1515 Scottsville Road  
Rochester, NY 14623-1934

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:  
1515 Scottsville Road  
Rochester, NY 14623-1934

42 and 50 Portland Avenue  
Rochester, NY 14605

- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: Estate of Arthur Stock  
1509 Scottsville Road  
Rochester, NY 14623-1934

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee):

- I. **Name of Grantor:** METALICO SYRACUSE, INC.
- II. **State of Incorporation or Organization:** NY
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization**
- V. **Federal Identification Number:** 72-1611438



VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: Louis Levine, The Estate of Bernice Alperstein, Steven Alperstein and Ellen Mancini  
816-840 Conklin Road  
830 Conklin Road Row  
Conklin, NY 13903
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** METALICO SYRACUSE REALTY, INC.

II. **State of Incorporation or Organization:** NY

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization**

V. **Federal Identification Number:** 01-0862113

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:  
6223 Thompson Road  
Dewitt, NY 13206
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** METALICO TRANSFER, INC.

II. **State of Incorporation or Organization:** NY

- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization**
- V. **Federal Identification Number:** 20-8806228
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

150 Lee Road  
Rochester, NY 14606

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Intercompany Lease with Metalico Transfer Realty, Inc.  
150 Lee Road  
Rochester, NY 14606
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** METALICO TRANSFER REALTY, INC.

II. **State of Incorporation or Organization:** NY

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization**

V. **Federal Identification Number:** 20-8806375

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:  
150 Lee Road  
Rochester, NY 14606
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** METALICO TRANSPORT, INC.
- II. **State of Incorporation or Organization:** NY
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization**
- V. **Federal Identification Number:** 41-2122881
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

1951 Hamburg Turnpike  
Lackawanna, NY 14218

- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: South Buffalo Railway  
1951 Hamburg Turnpike  
Lackawanna, NY 14218
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** METALICO YOUNGSTOWN, INC.
- II. **State of Incorporation or Organization:** DE
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization** 4757084
- V. **Federal Identification Number:** 27-1372839
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

100 Division Street, Ext.  
Youngstown, OH 44510

- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
- (b) Properties Leased by the Grantor (Include Landlord's Name):

Landlord: Youngstown Iron and Metal, Inc., Atlas Recycling, Inc., WWW Land, Inc. and Atlas Auto Crushers, Inc.  
100 Division Street, Ext.  
Youngstown, OH 44510

1420 Burton St. SE  
Warren, OH 444484

3108 DeForest Road  
Warren, OH 44484

1793 North Main Street  
Niles, OH 4446-1277

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** RIVER HILLS BY THE RIVER, INC.
- II. **State of Incorporation or Organization:** FL
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization** P04000036631
- V. **Federal Identification Number:** 20-1190081
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:  
4827 E. Riverhills Drive  
Tampa, FL 33614
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** SANTA ROSA LEAD PRODUCTS, INC.
- II. **State of Incorporation or Organization:** CA
- III. **Type of Entity:** CORPORATION

- IV. **Organizational Number assigned by State of Incorporation or Organization** 1519580
- V. **Federal Identification Number:** 68-0253635
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

33 So. University Street  
Healdsburg, CA 95448

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:

(b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: Paul and Alice Vassallo  
33 So. University Street  
Healdsburg, CA 95448

LBA Realty Fund-Holding Co. II, LLC  
3949 Guasti Road  
Ontario, CA 91761

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

I. **Name of Grantor:** TOTALCAT GROUP, INC.

II. **State of Incorporation or Organization:** DE

III. **Type of Entity:** CORPORATION

IV. **Organizational Number assigned by State of Incorporation or Organization** 4121027

V. **Federal Identification Number:** 20-5135714

VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

186 North Avenue East  
Cranford, NJ 07016

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor: None

(b) Properties Leased by the Grantor (Include Landlord's Name): None

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** TRANZACT CORPORATION
- II. **State of Incorporation or Organization:** DE
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization** 2025861
- V. **Federal Identification Number:** 06-1096592
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
- 1185 Lancaster Pike  
Quarryville, PA 17566.
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name):  
Landlord: William E. Zimmerman  
1185 Lancaster Pike  
Quarryville, PA 17566.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

- I. **Name of Grantor:** WEST COAST SHOT, INC.
- II. **State of Incorporation or Organization:** NV
- III. **Type of Entity:** CORPORATION
- IV. **Organizational Number assigned by State of Incorporation or Organization** C11605-91
- V. **Federal Identification Number:** 88-0281149
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
- 186 North Avenue East  
Cranford, NJ 07016
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
32 Red Rock Road  
Carson City, NV 89721

- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None

**EXHIBIT B**  
(See Section 3.5 of Security Agreement)

DEPOSIT ACCOUNTS

Name of Grantor	Name of Institution	Account Number	Check here if Deposit Account is a Collateral Deposit Account	Description of Deposit Account if not a Collateral Deposit Account
Metalico, Inc.	Wachovia	8881091609	X	Metalico, Inc.
Mayco Industries, Inc.	Compass Bank	74701868	X	Mayco Industries, Inc.
Metalico Transport, Inc.	Bank of America	9477155799	X	Metalico Transport, Inc.
Metalico Granite City, Inc.	Regions Bank	3477701673	X	Metalico Granite City, Inc.
Metalico Buffalo, Inc.	Bank of America	0154859065	X	Metalico Buffalo, Inc.
Metalico Buffalo, Inc.	M&T Bank	9851857749	X	Metalico Buffalo, Inc.
Metalico Rochester, Inc.	M&T Bank	016488793	X	Metalico Rochester, Inc.
Metalico Rochester, Inc. (Krieger Yard)	M&T Bank	9844956160	X	Metalico Rochester, Inc. (Krieger Yard)
Metalico Aluminum Recovery, Inc.	Bank of America	9458377476	X	Metalico Aluminum Recovery, Inc.
Santa Rosa Lead Products, Inc.	West America Bank	0407112887	X	Santa Rosa Lead Products, Inc.
Santa Rosa Lead Products, Inc.	West America Bank	401112846	X	Santa Rosa Lead Products, Inc.
Tranzact Corp	Fulton Bank	211844953	X	Tranzact Corp
Metalico Transfer, Inc.	M&T Bank	9845248039	X	Metalico Transfer, Inc.
Metalico Akron, Inc.	First Merit	5337036365	X	Metalico Akron, Inc.
Metalico Akron, Inc.	First Merit	5337036381	X	Metalico Akron, Inc.
Metalico Akron, Inc.	First Merit	5337036373	X	Metalico Akron, Inc.
Metalico Pittsburgh, Inc.	National City Bank	987089559	X	Metalico Pittsburgh, Inc.
Metalico Pittsburgh, Inc.	National City Bank	987089540	X	Metalico Pittsburgh, Inc.
Federal Autocat Recycling	Capital One	5504007104	X	Federal Autocat Recycling
Federal Autocat Recycling	Chase Bank	726760853	X	Federal Autocat Recycling
American CatCon, Inc. (Dallas)	Bank of America	48800571833	X	American CatCon, Inc. (Dallas)
American CatCon, Inc. (Gulfport)	Hancock Bank	043621650	X	American CatCon, Inc. (Gulfport)
American CatCon, Inc. (Buda)	Wells Fargo Bank	5789322160	X	American CatCon, Inc. (Buda)
American CatCon, Inc (California)	Wells Fargo Bank	5789321667	X	American CatCon, Inc (California)
American CatCon, Inc (Laredo)	Wells Fargo Bank	5789321725	X	American CatCon, Inc (Laredo)
Metalico Akron, Inc.	Chase Bank	822150025	X	Metalico Akron, Inc.
Metalico Youngstown, Inc	Chase Bank	837631548	X	Metalico Youngstown, Inc



LOCK BOXES

Name of Grantor	Name of Institution	Lock Box Number
Santa Rosa Lead Products, Inc.	Wells Fargo	4944484476
Metalico Rochester, Inc.	Wells Fargo	4944484492
Metalico Buffalo Inc	Wells Fargo	4944484500
Mayco Industries, Inc. - Alabama	Wells Fargo	4944484534
Metalico Aluminum Recovery, Inc.	Wells Fargo	4944484542
Metalico Transport, Inc.	Wells Fargo	4944484559
Metalico Transfer, Inc.	Wells Fargo	4944905611
Tranzact, Inc.	Wells Fargo	4944919117
Metalico Akron, Inc.	Wells Fargo	4944938398
Hypercat Coating, LLC.	Wells Fargo	4944948033
Federal Autocat, LLC.	Wells Fargo	4944948033
American Catcon, Inc.	Wells Fargo	4944948033
Metalico Pittsburgh, Inc.	Wells Fargo	4945158673
Assad Iron and Metals	Wells Fargo	4945174464
Neville Recycling	Wells Fargo	4945174472
Metalico, Inc.	Wells Fargo	4950028167

**EXHIBIT C**

(See Section 3.7 of Security Agreement)

LETTER OF CREDIT RIGHTS

None

CHATTEL PAPER

None

**EXHIBIT D**

(See Section 3.10 and 3.11 of Security Agreement)

## INTELLECTUAL PROPERTY RIGHTS

## PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
NONE			

## PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
NONE PENDING			

## TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Metalico-Granite City, Inc.	LAWRENCE BRAND	March 31, 1981	1,149,745
Metalico-Granite City, Inc.	SHOT OF CHAMPIONS	March 31, 1981	1,149,746

## TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Mayco Industries, Inc.	EGS Earth Green Shot	September 30, 2009	77838061

## COPYRIGHTS

Name of Grantor	Copyright	Registration Date	Registration Number
NONE			

## COPYRIGHT APPLICATIONS

Name of Grantor	Copyright Application	Application Filing Date	Application Serial Number
NONE			

## INTELLECTUAL PROPERTY LICENSES

Name of Grantor	Name of Agreement	Date of Agreement	Parties to Agreement
NONE*			
* Excludes over-the-counter software programs.			

**EXHIBIT E**

(See Section 3.11 of Security Agreement)

**TITLE DOCUMENTS**

I. Vehicles subject to certificates of title:

<b>Name of Grantor</b>	<b>Description</b>	<b>Title Number</b>	<b>State Where Issued</b>
SEE ATTACHED			

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

<b>Name of Grantor</b>	<b>Description</b>	<b>Registration Number</b>
NONE		

**EXHIBIT F**

(See Section 3.11 of Security Agreement)

**FIXTURES**

**(LEGAL DESCRIPTIONS INCLUDED WHERE AVAILABLE)**

**American CatCon, Inc.**

- I. Legal description, county and street address of property on which Fixtures are located:

17401 Interstate Highway 35  
Hays County  
Buda, TX 78610

**[LAND AND BUILDING ON THE PORTION OF THE PROPERTY WEST OF THE  
INGRESS AND EGRESS EASEMENT (0.564 ACRE PORTION OF 10.010 ACRE TRACT  
VOL. 3238, PG. 315) ON THE ATTACHED SURVEY]**

- II. Name and Address of Record Owner:

Hickman Property Holdings, LLC  
787 Little Bear  
Buda, TX 78610  
Attention: Allen Hickman, Jr.

- I. Legal description, county and street address of property on which Fixtures are located:

4577 Mint Way  
Dallas County  
Dallas, TX 75236

Part of Block 4, City Block 6952, Third Section Red Bird Industrial Park, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 70063, at page 1567 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

**BEGINNING at the northeast intersection of Mint Way and Joseph Hardin Drive;**

- II. Name and Address of Record Owner:

SVF Texas Redbird II, L.P.  
c/o American Realty Advisors  
801 North Brand Blvd., Suite 800  
Glendale, CA 91203

- I. Legal description, county and street address of property on which Fixtures are located:

10123 Southpark Drive  
Harrison County  
Gulfport, MS 39503

**Tract 1** (Book 1543 at Page 164)

A parcel of land located in and being a portion of Lot 12, Subdivision No. 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, Page 26; also being located in the SE 1/4 of Section 13, Township 7 South, Range 11 West and being located in the SW 1/4 of Section 18, Township 7 South, Range 10 West City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the northeast corner of said Section 13; thence South 00 degrees 17 minutes 10 seconds West 2,649.36 feet; thence South 00 degrees 37 minutes 16 Seconds East 281.32 feet to the south margin of Seaway Road; thence South 89 degrees 24 minutes 39 seconds West 252.17 feet along said south margin of Seaway Road to the east margin of a 75-foot wide drainage easement; thence South 00 degrees 11 minutes 00 seconds West 1,183.58 feet along said east margin of a 75-foot wide drainage easement to the Point of Beginning; thence North 89 degrees 50 minutes 50 seconds East 265.70 feet to the west margin of South Park Drive; thence South 00 degrees 09 minutes 10 seconds East 163.70 feet along said west margin of South Park Drive; thence South 89 Degrees 50 minutes 50 seconds West 266.66 feet to the east margin of said 75-foot wide drainage easement; thence North 00 degrees 11 minutes 00 second East 163.70 feet along said east margin of a 75-foot wide drainage easement to the said Point of Beginning. The above described parcel is subject to a 20-foot wide utility easement along the east boundary. Said parcel of land contains 1.000 acres, more or less.

Said parcel of land being further referred to as being a portion of Lot 14 of an unrecorded Replat of Subdivision No. 2 of Bernard Bayou Industrial District on file at the Harrison County Development Commission in the Hancock Bank building in Gulfport, Mississippi.

**Tract 2** (Instrument No. 2004-7418D-J1)

That certain tract of real property, being generally described as 1.4 acres, more or less, situated adjacent to the Southern property line of American Cat Con, LLC, being on the Northwest corner of the intersection of Southpark Drive and Glascock Drive, Port Intraplex, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

A parcel of land located in and being a portion of Lot 12, Subdivision No. 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, Page 26; also being located in the SE 1/4 of Section 13, Township 7 South, Range 11 West and being located in the SW 1/4 of Section 18, Township 7 South, Range 10 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the northeast corner of said Section 13; thence South 00 degrees 17 minutes 10 seconds West 2,649.36 feet; thence South 00 degrees 37 minutes 16 Seconds East 281.32 feet to the south margin of Seaway Road; thence South 89 degrees 24 minutes 39 seconds West 252.17 feet along said south margin of Seaway Road to the east margin of a 75-foot wide drainage easement; thence South 00 degrees 11 minutes 00 seconds West 1,347.28 feet along said east margin of a 75-foot wide drainage easement to the Point of Beginning; thence North 89 degrees 50 minutes 50 seconds East 266.66 feet to the west margin of South Park Drive; thence South 00 degrees 09 minutes 10 seconds East 239.31 feet along said west margin of South Park Drive to a point located on the north margin of Glascock Drive, thence North 89 degrees 58 minutes 52 seconds West 268.06 feet along said north margin of Glascock Drive to a point located on the east margin of said 75-foot wide drainage easement; thence North 00 degrees 11 minutes 00 seconds East 238.51 feet along said east margin of a 75-foot wide drainage easement to the said Point of Beginning. Said parcel of land contains 1.400 acres, more or less.

The East 20 feet and the South 20 feet of the above described parcel of land is reserved for a drainage and utility easement.

Said parcel of land being further referred to as being a portion of Lot 14 of an unrecorded Replat of Subdivision No. 2 of Bernard Bayou Industrial District on file at the Harrison County Development Commission in the Hancock Bank building in Gulfport, Mississippi.

II. Name and Address of Record Owner:

Metalico Gulfport Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

**Federal Autocat Recycling, LLC**

I. Legal description, county and street address of property on which Fixtures are located:

2-20 E. Peddie Street  
Newark, NJ 07114

II. Name and Address of Record Owner:

1448 McCarther Highway, LLC  
Eugene Khorosh  
58 50<sup>th</sup> Street  
Brooklyn, NY 11232

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**Hypercat Coating, LLC**

I. Legal description, county and street address of property on which Fixtures are located:

901 South Bolmar Street  
Suites G and H  
West Chester, PA 19382

II. Name and Address of Record Owner:

South Bolmar Street Associates, LP  
120 Arrandale Blvd.  
Exton, PA 19341

**Mayco Industries, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

18 West Oxmoor Road  
Jefferson County  
Birmingham, AL 35219-9397

Part of the SE 1/4 of the NW 114 of Section 22, Township 18, Range 3 West, more particularly described as follows:

Begin at the Northeast corner of the said SE 1/4 of NW 114 of Section 22; thence in a Westerly direction along the North boundary of said SE 1/4 of NW 1/4 747.05 feet to Intersection with the center line of right of way of Louisville and Nashville Railroad Company, said right of way having been conveyed by Tennessee Coal, Iron and Railroad Company to South and North Alabama Railroad Company by deed dated 8/12/1902, said intersection being 1.31 feet Southeast of the center line of the South bound main track of said Louisville, and Nashville Railroad, said intersection being the Point of Beginning of the arc of a curve to the right, having a radius of 1910.08 feet, being subtended by a central angle of 7°50'01" and having a chord of 260.95 feet in length, said chord forming an angle of 72°57'55" to the left from said North boundary, thence Southwesterly along said arc which is the center line of said right of way 261.15 feet to a Point on the center line of said right of way of Louisville and Nashville Railroad Company, said Point also being the Point of Beginning of the tract herein described; thence continue along a curve to the right, having a radius of 1910.08 feet, being subtended by a central angle of 1999'48" and having a chord of 636.94 feet in length, said chord forming an angle of 13°30'54" to the right from said chord of the preceding curve; thence Southwesterly along said arc which is the center line of said right of way 639.93 feet to a Point on the center line of said right of way of Louisville and Nashville Railroad Company, said Point being 1.20 feet Southeast of the center line of said track; thence turning an angle of 120°29'36" to the left from said chord in an Easterly direction 928.87 feet; thence turning an angle of 93°39'45" to the left in a Northwesterly direction 550.75 feet to a Point; thence turn 86°23'30" to the left in a Westerly direction 570.34 feet to the Point of Beginning.

Less and except any part lying within the right of way of CSX Railroad or within a road right of way.

All being situated in Jefferson County, Alabama, Birmingham division.

II. Name and Address of Record Owner:

Metalico Alabama Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

**Metalico Akron, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

943 Hazel Street  
Summit County  
Akron, OH 44305-1609



Parcel "A" - 10.0781 Ac.

Situated in the City of Akron, County of Summit, State of Ohio and known as being part of Original Lot 3, Tract 13 of former Tallmadge Township, also known as being all of Lots 17-31 of the James & Sam Smith Allotment as recorded in Plat Book 3, Page 12 of the Summit County records, also known as being all of the lands now or formerly owned by B.H.B. Land Company as recorded in the following documents: Official Record 1097, Page 285, Official Record 2041, Page 2464, & Reception #54613659 of the Summit County records and more fully described as follows:

Beginning at a 1" iron pipe found at the southeasterly corner of Lot 1 of said James & Sam Smith Allotment, which is the True Place of Beginning for the parcel of land herein described;

Thence N 27° 45' 14" W, along the easterly line of said James & Sam Smith Allotment, a distance of 670.97 feet to a point (witnessed by a 1" iron pipe found S 63° 34' 00" W, 1.54');

Thence N 17° 15' 54" W, along the westerly line of said Lot 17 of James & Sam Smith Allotment, passing over a 1.5" iron pipe found at 68.00 feet, a distance of 168.47 feet to a drill hole set;

Thence N 73° 05' 27" E, along the northerly line of said Lots 17-20 of James & Sam Smith Allotment and Viola Street (40' wide) as vacated per Ordinance #496-1980, also being the southerly line of Hazel Street (50' wide), a distance of 280.00 feet to a drill hole set;

Thence S 17° 15' 54" E, along the easterly line of said Lot 20 of James & Sam Smith Allotment, a distance of 168.00 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence N 73° 10' 16" E, along the southerly line of Lots 21-23 of said James & Sam Smith Allotment, a distance of 215.16 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence N 15° 11' 26" W, along the easterly line of said Lot 23 of James & Sam Smith Allotment, a distance of 168.37 feet to a drill hole set;

Thence N 73° 05' 27" E, along the southerly line of said Hazel Street, a distance of 68.20 feet to a drill hole set;

Thence S 03° 32' 34" E, along the westerly line of lands now or formerly owned by Republic Services of Ohio Hauling LLC as recorded in Reception #54470015 of the Summit County records, passing over a capped rebar found at 0.70 feet, a distance of 415.70 feet to a point in the Little Cuyahoga River;

Thence S 20° 52' 21" E, continuing along the westerly line of lands now or formerly owned by Republic Services of Ohio Hauling LLC, a distance of 62.64 feet to a 3/4" rebar found;

Thence S 46° 23' 07" E, continuing along the westerly line of lands now or formerly owned by Republic Services of Ohio Hauling LLC, a distance of 89.65 feet to a capped rebar (Millman 7717) found;

Thence S 53° 37' 56" E, continuing along the westerly line of lands now or formerly owned by Republic Services of Ohio Hauling LLC, a distance of 150.00 feet to a point in said Little Cuyahoga River;

Thence S 59° 15' 44" E, continuing along the westerly line of lands now or formerly owned by Republic Services of Ohio Hauling LLC, a distance of 181.02 feet to a point (witnessed by a 1 75" iron pipe found S 59° 15' 44" E, 0.82');

Thence along the westerly line of lands now or formerly owned by Metro Regional Transit Authority as recorded in Reception #54567644 of the Summit County records, along the arc of a circle curving to the right, having a central angle of 02° 03' 33", a chord bearing of S 15° 37' 14" W, a radius of 1913.64 feet, tangent of 34.39 feet, a chord of 68.77 feet and an arc length of 68.78 feet to a capped rebar (KS Assocs Inc ) found at a point of tangency;

Thence S 16° 39' 01" W, continuing along the westerly line of said Metro Regional Transit Authority lands, a distance of 278.05 feet to a capped rebar (KS Assocs Inc ) found;

Thence N 27° 35' 23" W, continuing along the westerly line of said Metro Regional Transit Authority lands, also along the northerly line of lands now or formerly owned by Karder Buildings Company as recorded in Official Record 350, Page 148 of the Summit County records, a distance of 142.12 feet to a 3/4" bent pinched pipe found;

Thence N 89° 33' 44" W, continuing along the northerly line of said Karder Buildings Company lands, a distance of 296.07 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence S 00° 56' 05" W, along the westerly line of said Karder Buildings Company lands, a distance of 171.88 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence S 89° 47' 59" W, along the northerly line of Seneca Place (width varies), a distance of 49.00 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence N 00° 55' 56" E, along the easterly line of lands now or formerly owned by Jean Cihla & Mark J Nichols as recorded in Reception #54498183 of the Summit County records, a distance of 172.43 feet to a 1/2" iron pipe found;

Thence N 89° 33' 44" W, along the northerly line of said Jean Cihla & Mark J Nichols lands, also being the northerly line of Richard F Nokes & Mark J Nichols as recorded in Reception #54498185 of the Summit County records, a distance of 62.60 feet to the True Place of Beginning and containing 10.0781 Acres of land, more or less, as surveyed in January, 2006 by Louis J Giffels, Registered Surveyor No 7790, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

\*\*Basis of bearing for this survey is the Ohio State Plane Coordinate System NAD83 Grid North

Parcel "B" - 0.1386 Ac.

Situated in the City of Akron, County of Summit, State of Ohio and known as being part of Original Lot 3, Tract 13 of former Tallmadge Township, also known as being part of Lots 14-16 of the James & Sam Smith Allotment as recorded in Plat Book 3, Page 12 of the Summit County records, also known as being all of the lands now or formerly owned by B.H.B Land Company

as recorded in Reception #54639043 (Parcels 2 & 3) of the Summit County records and more fully described as follows:

Beginning at a drill hole set at the northwesterly corner of Lot 17 of said James & Sam Smith Allotment;

Thence S 73° 05' 27" W, along the southerly line of Hazel Street (50' wide), also being the northerly line of lands now or formerly owned by William A. Baker as recorded in Reception #54348614 of the Summit County records, a distance of 45.00 feet to a drill hole set, which is the True Place of Beginning for the parcel of land herein described;

Thence S 17° 15' 54" E, along the westerly line of said Baker lands, a distance of 100.56 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence S 72° 59' 07" W, along the northerly line of lands now or formerly owned by Beverly Gallardo as recorded in Reception #54348614 of the Summit County records, passing over a 1.5" iron pipe found at 38.60 feet, a distance of 60.00 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence N 17° 15' 54" W, along the easterly line of lands now or formerly owned by David L. Nance as recorded in Official Record 1754, Page 457 of the Summit County records, a distance of 100.67 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence N 73° 05' 27" E, along the southerly line of said Hazel Street, a distance of 60.00 feet to the True Place of Beginning and containing 0.1386 Acres of land, more or less, as surveyed in July, 2005 by Louis J. Giffels, Registered Surveyor No. 7790, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record

\*\*Basis of bearing for this survey is the Ohio State Plane Coordinate System NAD83 Grid North

Parcel "C" - 0.0989 Ac.

Situated in the City of Akron, County of Summit, State of Ohio and known as being part of Original Lot 3, Tract 13 of former Tallmadge Township, also known as being part of Lots 12-15 of the James & Sam Smith Allotment as recorded in Plat Book 3, Page 12 of the Summit County records, also known as being all of the lands now or formerly owned by B.H.B. Land Company as recorded in Reception #54639043 (Parcel 1) of the Summit County records and more fully described as follows:

Beginning at a drill hole set at the northwesterly corner of Lot 17 of said James & Sam Smith Allotment;

Thence S 73° 05' 27" W, along the southerly line of Hazel Street (50' wide), also being the northerly line of lands now or formerly owned by William A. Baker as recorded in Reception #54348614 of the Summit County records, also along the northerly line of lands now or formerly owned by B.H.B. Land Company as recorded in Reception #54639043 (Parcels 2 & 3) of the Summit County records, also along the northerly line of lands now or formerly owned by David L. Nance as recorded in Official Record 1754, Page 457 of the Summit County records, passing over drill hole set at 45.00 feet and a 5/8" capped rebar (GBC Design, Inc.) set at 105.00 feet, a

distance of 135.00 feet to a 5/8" capped rebar (GBC Design, Inc.) set, which is the True Place of Beginning for the parcel of land herein described;

Thence S 17° 15' 54" E, along the westerly line of said Nance lands, also along the westerly line of lands now or formerly owned by Beverly Gallardo as recorded in Reception #54348614 of the Summit County records, a distance of 130.00 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence S 03° 14' 29" E, along the westerly line of said Gallardo lands, a distance of 16.85 feet to a point;

Thence N 89° 50' 09" W, along the westerly line of lands now or formerly owned by Christopher Leneo as recorded in Reception #55084011 of the Summit County records, passing over 1.5" iron pipe in house foundation found at 0.53 feet, a distance of 27.52 feet to a point in house foundation;

Thence N 17° 15' 54" W, along the easterly line of lands now or formerly owned by David L. & Marianne S. Glenn as recorded in Reception #54912379 of the Summit County records, also along the easterly line of lands now or formerly owned by M.A.T. Properties LLC as recorded in Reception #54678470 of the Summit County records, also along the easterly line of lands now or formerly owned by U.S. Bank, Trustee as recorded in Reception #55089173 of the Summit County records, a distance of 140.89 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence S 73° 13' 13" E, along the southerly line of said Hazel Street, a distance of 4.682 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence N 73° 05' 27" E, continuing along the southerly line of said Hazel Street, a distance of 26.46 feet to the True Place of Beginning and containing 0.0989 Acres of land, more or less, as surveyed in July, 2005 by Louis J. Giffels, Registered Surveyor No. 7790, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

\*\*Basis of bearing for this survey is the Ohio State Plane Coordinate System NAD83 Grid North

II. Name and Address of Record Owner:

Melinda Hazel LLC  
186 North Ave. East  
Cranford, NJ 07016

I. Legal description, county and street address of property on which Fixtures are located:

888 Hazel Street  
Summit County  
Akron, OH 44305-1625

North Parcel- 19.7105 Ac.

Situated in the City of Akron, County of Summit, State of Ohio and known as being part of Original Lot 1 & 3, Tract 13 of former Tallmadge Township, also known as being all of the lands now or formerly owned by B.H.B Land Company as recorded in the following documents: Official Record 1097, Page 289, & Reception #54613660 of the Summit County records and more fully described as follows:

Beginning at a 5/8" capped rebar (GBC Design, Inc.) to be set, found at the southeasterly corner of the Leroy Munson Subdivision as recorded in Plat Book 4 page 21 of the Summit County records, which is the True Place of Beginning for the parcel of land herein described;

Thence N 00° 05' 17" E, along the easterly line of said Leroy Munson Subdivision, a distance of 345.33 feet to a 5/8" capped rebar (GBC Design, Inc.);

Thence along the southerly line of lands now or formerly owned by Wheeling & Lake Erie Railway Company as recorded in Official Record 613, Page 17, following the arc of a circle curving to the right, having a central angle of 03° 13' 01", a radius of 1372.69 feet, a tangent of 38.54 feet, a chord of 77.06 feet, a chord bearing S 63° 21' 02" E, and an arc length of 77.07 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 21° 26' 29" E, along a southerly line of said Wheeling & Lake Erie Railway Company lands, a distance of 35.24 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence along the southerly line of said Wheeling & Lake Erie Railway Company lands, following the arc of a circle curving to the right, having a central angle of 12° 03' 19", a radius of 1407.69 feet, a tangent of 148.64 feet, a chord of 295.64 feet, a chord bearing S 55° 53' 05" E, and an arc length of 296.19 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 49° 51' 25" E, continuing along the southerly line of said Wheeling & Lake Erie Company lands, a distance of 346.07 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 40° 08' 35" W, continuing along a southerly line of said Wheeling & Lake Erie Railway Company lands, a distance of 45.00 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 49° 51' 25" E, continuing along the southerly line of said Wheeling & Lake Erie Company lands, a distance of 404.53 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence along the southerly line of said Wheeling & Lake Erie Railway Company lands, following the arc of a circle curving to the right, having a central angle of 07° 22' 40", a radius of 1362.69 feet, a tangent of 87.86 feet, a chord of 175.35 feet, a chord bearing S 46° 10' 05" E, and an arc length of 175.35 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 09° 56' 20" E, along the westerly line of lands now or formerly owned by Metro Regional Transit Authority, as recorded in Reception #54567644 of the summit county records, a distance of 104.38 feet to a point, said point witnessed by a 3/4" iron pipe found N 47° 05' 46" E, a distance of 0.29 feet;

Thence S 46° 58' 49" W, along a westerly line of lands now or formerly owned by David Kloner as recorded in Reception #54273583 of the Summit County records, a distance of 119.78 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 25° 39' 58" W, continuing along a westerly line of said Kloner lands, a distance of 143.32 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 03° 12' 46" W, continuing along a westerly line of said Kloner lands, a distance of 201.20 feet to a point, said point witnessed by a 3/4" pinched pipe found S 32° 26' 20" E, a distance of 0.11 feet;

Thence S 73° 05' 27" W, along the northerly line of said Hazel Street, a distance of 195.30 feet to a point, said point witnessed by a 1" iron pipe bent found S 08° 45' 13" E, a distance of 0.25 feet;

Thence S 08° 45' 13" E, along a northerly line of said Hazel Street, a distance of 5.05 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 73° 05' 27" W, continuing along the northerly line of said Hazel Street, a distance of 76.16 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 03° 07' 13" W, along an easterly line of lands now or formerly owned by Harold B. Miller as recorded in Official Record 1264, Page 609, of the Summit County records, a distance of 164.28 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 82° 19' 15" W, continuing along an easterly line of said Miller lands, a distance of 150.00 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 00° 08' 08" W, continuing along an easterly line of said Miller lands, a distance of 90.30 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 88° 04' 18" W, along the northerly line of said Miller lands, a distance of 102.72 feet to a 3/4" iron pipe found;

Thence N 13° 41' 46" W, along an easterly line of lands now or formerly owned by 333 Investment Corporation Inc, as recorded in Official Record 828, Page 134, a distance of 161.04 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 88° 28' 22" W, continuing along the northerly line of said 333 Investment Corp lands, a distance of 368.12 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 00° 34' 58" W, along the easterly line lands now or formerly owned by 333 Investment Corporation, as recorded in Official Record 828, Page 134 and 1921, Page 80, of the Summit County records, and also lands now or formerly owned by Universal Tire Mold, Inc, as recorded in Official Record 169, Page 998, of the Summit County records, passing over a 3/4" iron pipe found at a distance of 321.36 feet, a distance 482.47 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 89° 39' 31" W, continuing along the northerly line of said Universal Tire Mold Inc lands, a distance of 105.40 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 00° 05' 21" E, along an easterly line of an unrecorded allotment made for the Ohio State Bank and Trust Company, a distance of 86.43 feet to a 5/8" capped rebar (GBC Design, Inc ) to be set;

Thence S 89° 54' 39" E, continuing along an easterly line of said unrecorded allotment, a distance of 20 00 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 00° 05' 21" E, continuing along an easterly line of said unrecorded allotment, a distance of 37 50 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 89° 54' 39" W, along an easterly line of said unrecorded allotment, a distance of 5 00 feet to a 5/8" capped rebar (GBC Design, Inc ) to be set;

Thence N 00° 05' 21" E, along an easterly line of said unrecorded allotment, a distance of 37.50 feet 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 89° 54' 39" E, along the southerly line of said Leroy Munson Subdivision, a distance of 165 19 feet to the True Place of Beginning and containing 19 7105 Acres of land, more or less, as surveyed in December, 2005 by Louis J Giffels, Registered Surveyor No 7790, with GBC Design, Inc , but subject to all legal highways and any restrictions, reservations or easements of record

\*\*Basis of bearing for this survey is the Ohio State Plane Coordinate System NAD83 Grid North

II. Name and Address of Record Owner:

Elizabeth Hazel LLC  
186 North Ave. East  
Cranford, NJ 07016

**Metalico Aluminum Recovery, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

6223 Thompson Road  
Onondaga County  
Dewitt, NY 13206

All those tracts or parcels of land situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Military Lot No. 30 in said Town and being more particularly described as follows:

Beginning at a point in the westerly boundary of Consolidated Rail Corporation lands, said westerly boundary also being the westerly boundary of Parcel III of lands conveyed to Defense Plant Corporation by deed recorded in Onondaga County Clerk's Office in Book 1004 of Deeds at page 520, said point being the northeasterly corner of lands conveyed by Arthur Roth and Seymour Roth to Niagara Mohawk Power Corporation by deed recorded in Onondaga County Clerk's Office August 16, 1952 in Book 1579 of Deeds at page 566; running thence N 27° 25' 00" E along said westerly boundary of Consolidated Rail Corporation lands, a distance of 970.89 feet to an angle point therein; thence N 11° 03' 50" E continuing along said westerly boundary of Consolidated Rail Corporation lands, a distance of 824.10 feet to the southeasterly corner of land conveyed to Praxair, Inc. by deed recorded in Onondaga County Clerk's Office in Book 3988 of Deeds at page 51; thence N 86° 14' 10" W along the southerly boundary, of said lands conveyed to Praxair, Inc., a distance of 659 71 feet to the southwesterly corner thereof; thence S 05° 17' 20" W along the easterly boundary of lands conveyed to Marcus Malley by deed recorded in Onondaga County Clerk's Office in Book 3771 of Deeds at page 204, along the easterly boundary of lands conveyed to Georgia Pacific Corporation by deeds recorded in Onondaga County Clerk's Office in Books 2467 and 2734 of Deeds at page 754 and 42 respectively, and along the easterly boundary of lands conveyed to John and M. Susan Schneid by deed recorded in Onondaga County Clerk's Office in Book 3176 of Deeds at page 336, a distance of 1443.90 feet to the northwesterly corner of the aforementioned lands conveyed to Niagara Mohawk Power Corporation; thence along the northeasterly boundaries of said lands conveyed to Niagara Mohawk Power Corporation the following courses and distances: 1) S 42° 34' 00" E, 369.34 feet; 2) S 67° 50' 40" E, 278.65 feet to the point of beginning.

II. Name and Address of Record Owner:

Metalico Syracuse Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

**Metalico Buffalo, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

127 Fillmore Avenue  
Erie County  
Buffalo, NY 14210  
PARCEL A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 39, Township 10, Range 8 of the Buffalo Creek Reservation, described as follows:

Beginning at a point in the eastern line of said Lot No. 39 at its intersection with the north line of lands conveyed to Niagara Mohawk Power Corporation by deed recorded in the Erie County Clerk's Office in Liber 7366 of Deeds at page 515, said point being 30 feet north of the north line of Seneca Street (66 feet wide) as measured along the east line of Lot No. 39; running thence northerly along the east line of said Lot No. 39, 189.91 feet to the southeast corner of lands described in a certain Order Confirming Report of commissioners dated November 1, 1882 and recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 241 on November 17, 1882, running thence southwesterly along the south line of the lands described in said Order Confirming Report of Commissioner aforesaid 110 feet to the southeasterly line of the Erie Railroad Company Land; running thence southwesterly along the southeasterly line of the Erie Railroad Company Lands, 185.53 feet to the westerly line of said Lot No. 39; running thence southerly along said westerly line of Lot No. 39, 5.07 feet to the northwest corner of lands conveyed to Niagara Mohawk Power Corporation by deed aforesaid; running thence southeasterly along said Niagara Mohawk Power Corporation northerly line 224.40 feet to the point or place of beginning.

PARCEL B

ALL THAT PLOT OF LAND, situated in the City of Buffalo, County of Erie and State of New York, being part of Lots No. 40 and 41, Township 10, Range 8 of the Buffalo Creek Reservation and further known and distinguished as being Subdivision Lots Nos. 17, 18, 19, 20 and 21 on a Subdivision map of said Lots Nos. 40 and 41 made by George A. Ricker, Surveyor, filed in the Erie County Clerk's Office under Cover No. 338, and more particularly bounded and described as follows:

Beginning at a point in the northwesterly line of Dillon Street (formerly Ricker Avenue) at the southeasterly corner of Subdivision Lot No. 17, which point is also the intersection of the said northwesterly line of Dillon Street and the northeasterly line of Hardwood Place; running thence northeasterly along the northwesterly line of Dillon Street, 150.44 feet to the northeasterly corner of Subdivision Lot No. 21; thence northwesterly along the northeasterly line of Subdivision Lot No. 21, 102 feet to the northwesterly corner of Subdivision Lot No. 21; thence southwesterly on a line parallel with the said northwesterly line of said Dillon Street, 59.64 feet to the northeasterly line of Subdivision Lot No. 19; thence northwesterly along the northeasterly line of said Subdivision Lot No. 19, 4 feet to the northwesterly corner of said Subdivision Lot No. 19; thence southwesterly on a line parallel with Dillon Street, 90.80 feet to the southwesterly corner of said Subdivision Lot No. 17, which is also the northerly line of Hardwood Place; thence southeasterly along the southwesterly line of Subdivision Lot No. 17, which is also the northeasterly line of Hardwood Place, 106 feet to Dillon Street at the place of beginning.



PARCEL C

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Nos. 39, 40, and 41 of the Buffalo Creek Reservation, bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly line of Hardwood Place (57.75 feet wide) with the easterly line of Fillmore Avenue 100 feet wide; running thence southerly along the easterly line of Fillmore Avenue, 30 feet; running thence southeasterly parallel with the southwesterly line of Hardwood Place, 186.04 feet to the east line of Lot No. 41; running thence southwesterly along the east line of Lot No. 41, 338.18 feet to a point which is 30 feet north of the southwest corner of Lot No. 40; running thence southeasterly along the northeasterly line of lands appropriated for the widening of Seneca Street by Notice of Appropriation recorded in Liber 9632 of Deeds at page 498 in the Erie County Clerk's Office, being Map No. 16, Parcel No. 9, 129.18 feet to the northwesterly line of the lands of the Erie Railroad Company; running thence northeasterly along said Railroad Company's northwesterly line, 469.21 feet to the point of intersection of the east line of Lot No. 39 and the northwest line of the Erie Railroad Company's Lands; running thence northerly along the east line of Lot No. 39, 406.11 feet to a point on the east line of Lot No. 39, 271.25 feet south the northeast corner of said Lot 39 as measured along said east line of Lot No. 39; running thence westerly and at right angles to the east line of Lot No. 39, 56.26 feet; running thence northerly and parallel with the west line of Lot No. 39, 95 feet; running thence northwesterly at an interior angle of  $156^{\circ} 31' 39''$  with the last described line 22.41 feet to a point which is 159.14 feet east of the west line of Lot No. 39, measured at right angles thereto and 439.02 feet north of the north line of Hardwood Place as extended easterly on a straight line through Lot No. 39, measured at right angles to said extended line; running thence westerly and at an interior angle of  $113^{\circ} 28' 31''$  which the last described line, 33 feet; running thence southwesterly at an interior angle of  $140^{\circ} 11' 8''$  with the last described line 38.90 feet to a point which point is 96.26 feet to the west line of Lot No. 39, measured at right angles thereto and is 414.12 feet north of the north line of Hardwood Place as extended easterly on a straight line through Lot No. 39, measured at right angles to said extended line; running thence southwesterly at an interior angle of  $197^{\circ} 42' 9''$  with the last described line 58.60 feet to a point which is 42 feet east of the west line of Lot No. 39, measured at right angles thereof and 392 feet north of the north line of Hardwood Place extended on a straight line through Lot No. 39, measured at right angles to said extended line; running thence westerly at an interior angle of  $202^{\circ} 6' 43''$  with the last described line, 42 feet to a point on the westerly line of Lot No. 39, which point is 202.35 feet south of the northwest corner of said Lot No. 39; as measured along the west line of Lot No. 39; running thence southerly along the west line of Lot No. 39, 50 feet to a point which is 2 feet northeast of the southeast corner of Subdivision Lot No. 34 as shown on map filed in the Erie County Clerk's Office under Cover No. 338; running thence northwesterly on a line parallel to the south line of said Subdivision Lot No. 34 and 2 feet northeasterly therefrom 102.64 feet to the east line of Dillon Street (50 feet wide) (formerly Ricker Avenue); running thence southerly along the east line of Dillon Street and said east line extended 399.95 feet to the southwesterly line of Hardwood Place; running thence northwesterly along the southwesterly line of Hardwood Place, 305.97 feet to the point or place of beginning.

PARCEL D

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 40, Township 10, Range 8 of the Buffalo Creek Reservation and according to a map filed in the Erie County Clerk's Office under Cover No. 338 is known as part of Subdivision Lot No. 35, described as follows:

COMMENCING at a point in the easterly line of Dillon Street (formerly Ricker Avenue) (as laid out on aforementioned map) at the northwest corner of Subdivision Lot No. 35; running thence southerly along said easterly line of Dillon Street 12 feet; thence easterly at right angles to Dillon Street 106.70 feet more or less to the east line of said Lot No. 40; thence northerly along the east line of said Lot No. 40, 12 feet to the northerly line of said Subdivision Lot No. 35 extended easterly; thence westerly along the extension easterly of the northerly line of said Subdivision Lot No. 35 and along the northerly line of said Subdivision Lot No. 35, 106.70 feet more or less to the easterly line of Dillon Street at the place of beginning.

PARCEL E

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 40, Township 10, Range 8 of the Buffalo Creek Reservation and according to a map filed in the Erie County Clerk's Office under Cover No. 338 is known as the southerly 12 feet of Subdivision Lot No. 36, described as follows:

Beginning at a point in the easterly line of Dillon Street, said point 404 feet from the intersection of the said easterly line of Dillon Street with the northerly line of Hardwood Place; thence easterly and parallel with the northerly line of Hardwood Place and also parallel with the northerly line of Lot 40 a distance of 106.70 feet more or less to the east line of Lot 40; thence northerly along the easterly line of Lot 40 a distance of 12 feet; thence westerly along a line drawn parallel with the northerly line of Lot 40 and the northerly line of Hardwood Place 106.70 feet more or less to the easterly line of Dillon Street; thence southerly 12 feet along Dillon Street to the point or place of beginning.

PARCEL F

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 39, Township 10, Range 8 of the Buffalo Creek Reservation, described as follows:

BEGINNING at the northwest corner of said Lot No. 39; running thence east along the north line of said Lot No. 39, 224.40 feet to the northeast corner of said Lot No. 39; running thence southerly along the east line of said Lot No. 39, 271.15 feet to a point on the east line of said Lot No. 39, 406.11 feet north of the northwest line of the Erie Railroad Company lands as measured along the said east line of Lot No. 39; thence west and at right angles to the east line of said Lot No. 39, 56.26 feet; thence north and parallel with the west line of said Lot No. 39, 95 feet; thence northwest on a straight line 22.38 feet to a point 159.14 feet east of the west line of said Lot No. 39 measured at right angles thereto and 439.02 feet north of the north line of Hardwood Place as extended east on a straight line through said Lot No. 39 measured at right angles to said extended line; thence west and at right angles to the west line of said Lot No. 39, 33 feet; thence southwest on a straight line 38.90 feet to a point 92.26 feet east of the west line of said Lot No. 39 measured at right angles thereto and 414.12 feet north of the north line of Hardwood Place as extended east on a straight line through said Lot No. 39 measured at right angles to said extended line; thence southwest on a straight line 58.60 feet to a point 42 feet east of the west line of said Lot No. 39 measured at right angles thereto and 392 feet north of the north line of Hardwood Place extended on a straight line through said Lot No. 39 measured at right angles to said extended line; thence west 42 feet on a line drawn at right angles to the west line of said Lot No. 39 from a point on said west line of said Lot No. 39, 202.35 feet from the northwest corner of said Lot No. 39 as measured along said west line of said Lot No. 39; thence north along the west line of said Lot No. 39, 202.35 feet to the point or place of beginning.

EXCEPTING THEREFROM lands conveyed to Harold L. Goldman by deed recorded in Erie County Clerk's Office in Liber 7197 of Deeds at page 535.

PARCEL G

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Nos. 35 and 38, Township 10, Range 8 of the Buffalo Creek Reservation, described as

COMMENCING at the intersection of the centerline of Fillmore Avenue (100 feet wide) with the southerly line of the former Western New York and Pennsylvania Railroad (100 feet wide); thence easterly along the said southerly line a measured distance of 502.66 feet to the northwest corner of Outer Lot No. 38; thence southerly along the westerly line of Outer Lot 38, a measured distance of 24.00 feet to the point of beginning for the parcel of land herein to be conveyed, said beginning point being also distance 50 feet southwestwardly at right angles from the centerline of tract of said Railroad; thence easterly and parallel with the northerly line of Outer Lot No. 38 a measured distance of 41.46 feet to a point of curve 50 feet from said centerline of tract; thence southeasterly on a curve to the right having a radius of 415.00 feet, a central angle of 61° 55' 58" and a chord length of 427.06 feet, an arc length distance of 448.59 feet to a point on the northwesterly line of the former Erie Railroad (66 feet wide); thence southwestery along said northwesterly line forming an interior angle of 77° 52' 19" with the chord of said curve, a distance of 600.87 feet to a point on the westerly line of Outer Lot 38; thence northerly along said westerly line, at a measured interior angle of 42° 50' 43" with the last described line, a measured distance of 658.51 feet to the point of place of beginning forming a measured included angle of 90° 14' 57" with the first herein described line.

II. Name and Address of Record Owner:

Property owned by Grantor.

I. Legal description, county and street address of property on which Fixtures are located:

2504 South Park Ave.

Lackawanna, NY 14218-150

II. Name and Address of Record Owner:

Steel City Recycling, Inc.  
c/o Richard F. Prusak Jr.  
5923 South Abbott Rd.  
Orchard Park, NY 14127

**Metalico-Granite City, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

1200 16<sup>th</sup> Street  
Granite City, IL 62040

**ILLEGIBLE WHEN PRESENTED**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 24 TOWNSHIP 3 NORTH RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE NORTHERLY SIDE OF EDISON STREET (VACATED) AND THE SOUTHERLY SIDE OF 16TH STREET, SAID IRON PIN ALSO MARKING THE SOUTH EAST CORNER OF BLOCK 97 OF GRANITE CITY, THENCE PROCEEDING SOUTH 44 DEGREES 58 MINUTES 46 SECONDS WEST A DISTANCE OF 725.90 FEET ALONG THE SOUTHERLY LINE OF SAID BLOCK 97 TO AN IRON PIN SET; THENCE PROCEEDING NORTH 49 DEGREES 27 MINUTES 00 SECONDS WEST A DISTANCE OF 77.46 FEET TO AN IRON PIN FOUND; THENCE PROCEEDING NORTH 00 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 104.23 FEET TO AN IRON PIN SET; THENCE PROCEEDING SOUTH 89 DEGREES 22 MINUTES 35 SECONDS WEST A DISTANCE OF 305.80 FEET TO AN IRON PIN SET; THENCE PROCEEDING NORTH 00 DEGREES 33 MINUTES 31 SECONDS WEST A DISTANCE OF 1252.65 FEET TO AN IRON PIN SET; THENCE PROCEEDING SOUTH 45 DEGREES 00 MINUTES 59 SECONDS EAST A DISTANCE OF 1259.41 FEET TO AN IRON PIN SET, SAID IRON PIN BEING THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF MADISON AND THE STATE OF ILLINOIS.

Less and except the following portion of the above described property:  
Parcel 2

Part of section 24, township 3 north, range 10 west of the third principal meridian, Granite City, Madison County, Illinois being more particularly described as follows:

Beginning at an iron pin which marks the intersection of the northwesterly right of way line of Edison Avenue (vacated) with the southwesterly right of way line of Sixteenth Street, said iron pin also marking the southeast corner of Block 97 of Granite City; thence South 44 degrees 29 minutes 22 seconds West, along the northwesterly right of way line of said Edison Avenue, 727.04 feet to its intersection with the northerly line of a tract described in book 2989 on page 1935 in the Madison County Recorder of Deeds' office; thence North 50 degrees 31 minutes 20 seconds West, along said northerly line, 80.18 feet to a point; thence continuing along said northerly line North 00 degrees 36 minutes 45 seconds West, 104.33 feet to the northeast corner thereof; thence South 89 degrees 23 minutes 15 seconds West, continuing along said northerly line, 16.47 feet; thence exiting said northerly line, North 03 degrees 49 minutes 45 seconds East, 58.29 feet; thence North 21 degrees 33 minutes 05 seconds East, 275.44 feet; thence North 37 degrees 42 minutes 16 seconds East, 209.36 feet; thence North 73 degrees 18 minutes 09 seconds East, 84.19 feet; thence South 76 degrees 03 minutes 15 seconds East, 69.32 feet; thence North 49 degrees 25 minutes 25 seconds East, 59.11 feet to the southwesterly right of way line of Sixteenth Street; thence South 45 degrees 07 minutes 08 seconds East, along said southwesterly right of way line, 230.12 feet to the point of beginning and containing 4.43 acres.

22-2-19-24-11-201-001  
22-2-19-24-14-301-002  
22-2-19-24-10-101-007.001

*Jm*  
*ls*

Subject to easements, rights, and restrictions of record or

Together with an easement to enter upon Parcel 2 described immediately above for the purpose of maintaining security lighting located on electrical poles located on said Parcel 2, such maintenance to be at the sole cost and expense of Metalico, Inc., its successors and assigns and with no liability whatsoever to Taracorp Industries, Inc., its successors and assigns; and

Together with an easement to receive electrical power from utility poles located on said Parcel 2; provided, however, that Taracorp Industries, Inc., makes no representation or warranty regarding the continuing availability of electrical power from the utility poles located on said Parcel 2.

II. Name and Address of Record Owner:

Property owned by Grantor.

**Metalico Pittsburgh, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

3100 Grand Avenue  
Allegheny County  
Neville Township, PA 15225

All that certain lot or piece of ground situate in the Township of Neville, County of Allegheny and Commonwealth of Pennsylvania, described as Parcel 2 in the Riverfront Associates Plan of Lots, recorded on December 6, 1993 in the Department of Real Estate of Allegheny County, Pennsylvania, in Plan Book Volume 184, pages 55 and 56.

Being designated as Block 212-G, Lot 12 in the Deed Registry Office of Allegheny County, Pennsylvania.

Being the same property which was conveyed by Nevilleworks Associates, successor to Shenango Riverfront Associates to Grand Avenue Incorporated by deed dated June 29, 1995 and recorded in Deed Book Volume 9488, page 1.

II. Name and Address of Record Owner:

Metalico Neville Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

I. Legal description, county and street address of property on which Fixtures are located:

3400 Grand Avenue  
Allegheny County  
Neville Township, PA 15225

All that certain lot or piece of ground situate in the Township of Neville, County of Allegheny and Commonwealth of Pennsylvania, being known as Parcel C2 in the Pitt-Des Moines Plan of Lots as the same is recorded in the Department of Real Estate of Allegheny County, Pennsylvania, in Plan Book Volume 184, pages 145 through 148.

Being designated as Block 212-F, Lot 265 in the Deed Registry Office of Allegheny County, Pennsylvania.

Being the same property which was conveyed by Neville Square Properties to Grand Avenue Incorporated by deed dated May 11, 2004 and recorded in Deed Book Volume 12109, page 251.

II. Name and Address of Record Owner:

Metalico Neville Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

I. Legal description, county and street address of property on which Fixtures are located:

996 Brownsville, Rd.  
Fayette County  
Fayette City, PA 15438

All that certain lot or piece of ground situate in the Township of Jefferson, County of Fayette and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning at a point which is distant 85.22 feet Northeastwardly from the Monumented Base Line of Survey of The Pittsburgh, McKeesport and Youghioghenny Railroad Company as measured in a line making a forward angle of  $97^{\circ} 14'$  to the left with tangency thereto from a point at Survey Station 2029+79.99 thereof; thence by other land of The Pittsburgh, McKeesport and Youghioghenny Railroad Company the following three courses and distances: (1) in a line curving to the left in a Northwesterly direction having a radius of 1647.88 feet, which curved line is concentric with and distant 85 feet Northeastwarly from the said Monumented Base Line a distance of 1095 feet, more or less, to a point in a radial line to said Monumented Base Line from a point at Survey Station 2019+37.66 thereof (the angle between the tangent to this course and the tangent to the curve described in the next course is  $25^{\circ} 21' 30''$ ); (2) in a line curving to the left in a Northeasterly direction having a radius of 429.28 feet a distance of 127.88 feet to a point of tangency; and (3) in a straight line which is tangent to the last described course a distance of 409 feet, more or less, to a point in the Southerly line of a public road; thence Southeastwardly in said line of public road a distance of 452 feet, more or less, to a point in the dividing line between the land of The Pittsburgh, McKeesport and Youghioghenny Railroad Company and the land of Milton S. Dawson et ux.; thence South  $16^{\circ} 04'$  East in said dividing line a distance of 545 feet, more or less, to a point in the dividing line between the land of The Pittsburgh, McKeesport and Youghioghenny Railroad Company and the land now or formerly of Joseph J. Bailey; thence South  $68^{\circ} 21'$  West in last mentioned dividing line a distance of 346.46 feet to a corner point in the same; thence continuing South  $68^{\circ} 21'$  West by other land of The Pittsburgh, McKeesport and Youghioghenny Railroad Company a distance of 108.32 feet to the point of beginning.

Being designated as Tax Parcel No. 17-09-0007 in the Tax Assessment Office of Fayette County, Pennsylvania.

Being the same property which was conveyed by Rene Assad, individually and trading and doing business as Assad Iron and Metal Company, and Rene Assad and Barbara Giubileo, Executrices of the Estate of Joseph Assad, Jr., deceased, to Assad Iron & Metals, Inc. by deed dated June 16, 1973 and recorded in Deed Book Volume 1147, page 300.

II. Name and Address of Record Owner:

Metalico Neville Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

I. Legal description, county and street address of property on which Fixtures are located:

1046 Brownsville Rd.  
Fayette County  
Fayette City, PA 15438



All that certain lot or piece of ground situate in the Township of Jefferson, County of Fayette and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning at a point in the dividing line between the land of the Grantor and the land now or formerly of Pittsburgh Coal Company, said point being distant 55.76 feet Northeastwardly from the tangent to the Monumented Base Line of Survey of the Grantor's railroad produced Southeastwardly as measured in a line making a forward angle of 89° 17' to the left thereto from a point in the same distant 193.03 feet Southeastwardly from a point of spiral curve at Survey Station 2015+10.6 in said Monumented Base Line; thence Northeastwardly in the said dividing line a distance of 562.3 feet, more or less, to a point in the Southerly line of a public road; thence Southeastwardly in said Southerly line of the public road a distance of 249 feet, more or less, to a point in the dividing line between the land of the Grantor and the land now or formerly of Joseph Assad, Jr.; thence in the last mentioned dividing line the following two courses and distances: (1) Westwardly a distance of 409 feet, more or less, to a point of curvature; and (2) continuing Westwardly in the arc of a curve to the right having a radius of 429.28 feet a distance of 127.88 feet to a point, said point being distant 85 feet Northeastwardly from the said Monumented Base Line as measured in a radial line thereto from a point of Survey Station 2019+37.66 thereof; thence Northwestwardly in a straight line a distance of 257.7 feet, more or less, to the point of beginning.

Being designated as Tax Parcel No. 17-09-0003 in the Tax Assessment Office of Fayette County, Pennsylvania.

Being the same property which was conveyed by Irwin A. Sholtas and Annabelle Sholtas, husband and wife, and Edward S. Sholtas, Jr., Executor of the Estate of Edward S. Sholtas, deceased, and Mary Sholtas, widow, to Assad Iron & Metals, Inc. by deed dated May 6, 2003 and recorded in Record Book Volume 2871, page 1865.

II. Name and Address of Record Owner:

Metalico Neville Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

I. Legal description, county and street address of property on which Fixtures are located:

1093 Fredonia Rd.  
Mercer County  
Hadley, PA 16130

All that certain lot or piece of ground situate in Hadley in the Township of Perry, County of Mercer and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a point on the center line of Legislative Route No. 43048, which point is on the East line of lands of L. W. Swogger; thence along lands of L. W. Swogger and land of W. Austin North 69° 40' West a distance of 347.70 feet to a point; thence along lands of W. Austin South 13° 08' West 172.49 feet to an iron pin; thence along lands of J. D. Hadley North 73° 43' West a distance of 709.83 feet to an iron pin; thence along lands of J. D. Hadley North 1° 00' East a distance of 231.49 feet to an iron pin; thence along lands of J. D. Hadley South 85° 11' East a distance of 349.20 feet to an iron pin; thence continuing along lands of J. D. Hadley South 77° 27' East a distance of 289.63 feet to an iron pin; thence along lands of J. D. Hadley South 8° 18' West a distance of 71.30 feet to an iron pin; thence along lands of J. D. Hadley South 65° 49' East a distance of 485.62 feet to the center line of Legislative Route No. 43048; thence along the center line of Legislative Route No. 43048 South 42° 14' West a distance of 29 feet to the place of beginning.

Being designated as Tax Map No. 21-310-056 in the Tax Assessment Office of Mercer County, Pennsylvania.

Together with the right, title and interest concurrent with others for the use of a lane.

II. Name and Address of Record Owner:

Metalico Neville Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

I. Legal description, county and street address of property on which Fixtures are located:

Oliver Rd.  
Fayette County  
Uniontown, PA 15401

All that certain lot or piece of ground situate at Oliver in the Township of North Union, County of Fayette and Commonwealth of Pennsylvania, bounded and described according to a plan or plat thereof according to survey made on June 1, 1939, by H. P. Taylor, R.P.E., No. 3123, as follows:

Beginning at a point in the center line of the bridge over Red Stone Creek and which is also the center line of the concrete road running from the Old Pittsburgh Road to Oliver #3, which point is distant South 78° 24' East 75 feet from the intersection of the center line of the Old Pittsburgh Road and the center line of the concrete road running from the Old Pittsburgh Road to Oliver #3; thence North 2° 9' East a distance of 399.93 feet to a point; thence North 17° 12' East a distance of 437.25 feet to a point; thence North 9° 33' West a distance of 82.50 feet to a point; thence North 63' 48" West a distance of 590.70 feet to a point; thence North 23° 55' East a distance of 344.16 feet to a point; thence North 88° 51' West a distance of 50.20 feet to a point; thence North 12° 5' West a distance of 412.67 feet to a point on the Southerly side of the Red Stone Branch of the Pennsylvania Railroad; thence along the line of the Red Stone Branch of the Pennsylvania Railroad the following courses and distances: South 51° 55' 30" East a distance of 355.74 feet to a point; thence by a line curving to the right having a radius of 925.37 feet a distance of 390.72 feet to a point; thence South 27° 43' 30" East a distance of 833.39 feet to a point; thence by a line curving to the right having a radius of 1880.08 feet a distance of 689.87 feet to the center line of the concrete road running from the Old Pittsburgh Road to Oliver #3; thence along the center line of said road North 87° 24' West a distance of 723.93 feet to a point at the place of beginning.

Excepting therefrom and thereout all that certain lot or piece of ground said to contain 0.72 of an acre conveyed by M. W. Platt, Inc. to Raymond N. Carolla and Ann L. Carolla, husband and wife, Wayne F. Long and Betty Ann Long, husband and wife, James F. Cellurale and Marilyn E. Cellurale, husband and wife, by deed dated May 28, 1999 and recorded in Record Book Volume 2332, page 329.

Being designated as Tax Parcel No. 25-17-0088 in the Tax Assessment Office of Fayette County, Pennsylvania.

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II. Name and Address of Record Owner:

Platt Properties, LLC  
3100 Grand Avenue  
Pittsburgh, PA 15225  
Attention: James R. Snyder

I. Legal description, county and street address of property on which Fixtures are located:

2024 Harmon Creek Rd.  
Brooke County,  
Colliuers, WV 26035

All that certain lot or tract of land situate in Cross Creek District, Brooke County, West Virginia, being more particularly bounded and described as follows:

Beginning at a point being the centerline of Harmon Creek Road, County Route 1, where said centerline is intersected by the centerline of Sandag Road, County Route 1/2 and being the Northeast corner of the herein described tract; thence along the centerline of Harmon Creek Road and other lands of Valero, by a curve to the right having a radius of 748.73 feet, an arc distance of 172.91 feet, a chord bearing South 49° 40' 20" East, and a chord length of 172.52 feet to a point; thence continuing along the centerline of Harmon Creek Road and other lands of Valero, South 43° 3' 23" East, 614.08 feet to a point; thence leaving the centerline of said Harmon Creek Road, and continuing along other lands of Valero, South 46° 56' 17" West, 126.80 feet to an iron pin, corner to other lands of Valero; thence along other lands of Valero, South 57° 21' 55" West, 125.78 feet to an iron pin, corner to lands of Browning; thence along the line of lands of Browning, South 57° 21' 55" West, 189.57 feet to an iron pin being 15 feet Northwest from the centerline of a stream; thence North 42° 41' 15" West and crossing the centerline of Low Grove Road, County Route 10/1 at a distance of 17 feet, a total distance of 57.18 feet to a point in the centerline of a gravel road; thence along the centerline of said gravel road and other land of Valero by a curve to the right having a radius of 110.00 feet, an arc length of 147.38 feet, a chord bearing of North 4° 18' 12" West, and a chord length of 136.60 feet to a point; thence continuing along the centerline of said gravel road and other lands of Valero, North 34° 4' 50" East, 113.88 feet to a point; thence continuing along said gravel road and other lands of Valero, along a curve to the left having a radius of 110.00 feet, an arc distance of 172.25 feet, a chord bearing of North 10° 46' 46" West, and a chord length of 155.18 feet to a point at the centerline of Sandag Road, County Route 1/2; thence along the centerline of said Sandag Road and other lands of Valero, along a curve to the left having a radius of 197.57 feet, and arc distance of 52.93 feet, a chord bearing of North 9° 19' 14" West, a chord length of 52.77 feet to a point; thence continuing along the centerline of said Sandag Road and other lands of Valero, North 16° 58' 42" West, 39.82 feet to a point; thence continuing along the centerline of said Sandag Road and other lands of Valero, along a curve to the left having a radius of 818.51 feet, an arc distance of 229.35 feet, a chord bearing of North 56° 58' 2" West, and a chord length of 228.60 feet, to a point; thence continuing along the centerline of Sandag Road and other lands of Valero, North 33° 1' 58" West, 112.88 feet to the place of beginning. Containing 3.28 acres, more or less, pursuant to land survey performed by David M. Baker.

Together with all buildings, privileges and appurtenances of every kind belonging to the lands herein embraced.

II. Name and Address of Record Owner:

Metalico Colliers Realty, Inc.  
186 North Ave. East  
Cranford, NJ 07016

**Metalico Rochester, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

1515 Scottsville Road  
Rochester, NY 14623-1934

II. Name and Address of Record Owner:

Property owned by Grantor.

I. Legal description, county and street address of property on which Fixtures are located:

42 and 50 Portland Avenue  
Rochester, NY 14605

II. Name and Address of Record Owner:

Property owned by Grantor.

**Metalico Transfer, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

150 Lee Road  
Rochester, NY 14606

all that tract or parcel of land situate in the Town of Gates, County of Monroe and State of New York, being part of Town Lot 92 and more particularly bounded and described as follows: Commencing at a point in the centerline of Lee Road a distance of 913.2 feet northerly from the intersection of the centerlines of Lee Road and Lyell Road, as measured along the centerline of Lee Road; thence (1) easterly forming an interior angle of  $90^{\circ} 01' 20''$  with the centerline of Lee Road, a distance of 511.5 feet to a point; thence (2) forming an interior angle of  $89^{\circ} 58' 40''$  with the last described course, a distance of 431.71 feet to a point; thence (3) westerly forming an interior angle of  $90^{\circ} 01'$  with the last described course, a distance of 511.5 feet to a point in the centerline of Lee Road; thence (4) southerly forming an interior angle of  $89^{\circ} 59'$  with the last described course, and along the centerline of Lee Road, a distance of 431.66 feet to the point and place of beginning.

II. Name and Address of Record Owner:

Metalico Transfer Realty, Inc.  
186 North Ave. East

Cranford, NJ 07016

**Metalico Youngstown, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

100 Division Street, Ext.  
Mahoning County  
Youngstown, OH 44510

**Parcel No. 1**

Situated in the City of Youngstown, County of Mahoning, State of Ohio and known as being Youngstown City Lot No 10662 according to the latest enumeration of lots in said City, fronting 50 feet on the west side of West Federal Street (formerly known as Davis Street) and extending back between parallel lines a distance of 145 feet and being bounded on the north by City Lot No. 10663, on the east by West Federal Street (formerly known as Davis Street) on the south by City Lot No. 10661 and on the west by Outlot No. 636.

EXCEPTING THEREFROM however the following described parcel conveyed to the State of Ohio by Deed Volume 1071, Page 597:

Situated in the City of Youngstown, County of Mahoning, State of Ohio, and bounded and described as follows;

**Parcel No. 68WL**

Being a parcel of land lying on the right slue of the centerline of a survey, made by the Department of Highways, and recorded in Book 55, Page-2829 of the Records of Mahoning County and being located within the following described points in the boundary thereof:

Known as being a part of Youngstown City Lot 10662 according to the latest enumeration of Youngstown City Lots and Outlots and being more fully described as follows:

Beginning at an angle point at the Grantors northeast property corner, same being the northeast corner. of said City Lot 10662 said angle point also being in the existing westerly right of way line of West Federal Street, thence South 33°35' East along the Grantors easterly property line and the easterly line of said city Lot 10662 and said existing right of way line, a distance of 50.00 feet to an angle point at the Grantors southeast property corner, same being the South corner of said City Lot 10662; thence South 56°25' West, along the Grantors southerly property line and the southerly line of said City Lot 10662 a distance of 58.36 feet to an angle point in the proposed westerly limited access right of way line of West Federal Street; thence North 45°22'43" West along said proposed limited access right of way line a distance of 51.08 feet to an angle point in the Grantors northerly property line same being the northerly line of said City Lot 10662; thence North 56°25' East, along said northerly property line and lot line a distance of 68.80 feet to the place beginning, containing 3,1/9 square feet of land more or less, but subject to all legal highways.

**Parcel No. 2**

Situated in the City of Youngstown, County of Mahoning, State of Ohio and known as being the Northwest 23 of Youngstown City Lot No. 8951 and the Southeast 2 feet of Youngstown City Lot No. 8952 according to the latest enumeration of lots in said City, together forming a parcel of land fronting 25 feet on the southwest line of West Federal Street and extending back of even width 145 feet be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM however described parcel of land conveyed to the State of Ohio in Deed Volume 1064, Page 583:

Situated in the City of Youngstown, county of Mahoning, State of Ohio, and bounded and described as follows:

**Parcel No. 11WL**

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Highways, and recorded in Book 55, Page 2829 of the records of Mahoning County and being located within the following described points in the boundary thereof:

Known as being a part of Youngstown City Lots Nos. 8951 and 8952 according to the latest enumeration of Youngstown City Lots and Outlots and further described as follows:

Commencing at an angle point at the southeast corner of Youngstown City Lot No. 8951 and said angle point also being in the existing westerly right of way line of West Federal Street; thence North 33° 35" West along the easterly line of City Lot No. 8951 and the existing westerly right of way line of West Federal Street a distance of 27.00 feet to an angle point, said angle point being the true place of beginning for the parcel herein conveyed and also being the Grantors southeasterly property corner; thence South 56° 25" West along the Grantors southerly property line a distance of 96.65 feet to an angle point on the proposed westerly limited access right of way line of West Federal Street; thence North 24° 48' 08" West along said proposed limited right of way line of West Federal Street passing through the line between City Lots Nos. 8951 and 8952 a distance of 25.30 feet to an angle point on the Grantors northerly property line; thence North 56° 25" East along the Grantors northerly property line a distance of 92.79 feet to an angle point at the Grantors northeast property corner, said angle point also being in the northerly line of said property line and a part of the easterly line of City Lots 8952 and 8951 and said existing right of way line a distance of 25.00 feet to the true place of beginning containing 2368 square feet of land more or less, but subject to all legal highways.

**Parcel No. 3**

Situated in the City of Youngstown, County of Mahoning, State of Ohio, and known as being Lot Nos. 8960, 8963 and 8964 according to the latest enumeration of Lots in said City, as recorded in Volume 7 of Plats, Page 54 of Mahoning County Records.

Said Lot has a combined frontage of 149.88 feet on the southwesterly line of Davis Street, later renamed West Federal Street and now known as Martin Luther King, Jr. Blvd, and extend back on their northwesterly line 152.09 feet and on their southeasterly line 145 feet, having a combined rear line of 195.92 feet, as appears by said plat, subject to all legal highways.

EXCEPTING THEREFROM the following parcel of land as, appropriated by the State of Ohio, and shown by in journal Entry from Common Pleas Case No. 179076, and recorded in Volume 1089 of Deeds, Page 64, Mahoning County Records, known as and being a part of Youngstown City Lot Nos. 8960, 8963, and 8964, according to the latest enumeration of Youngstown City Lots and Outlots and being further described as follows:

Beginning at an angle point at the owner's northeast property corner, the same being the northeast corner of said City Lot No. 8964, said angle point being in the existing westerly right of way line of West Federal Street; thence South 28° 39' 11" East, along the owners' easterly property line, the easterly line of said Lot 8964 and said existing westerly right of way line, a distance of 50.79 feet to an angle point at the southeast corner of said Lot 8964, same being the northeast corner of said Lot 8963; thence South 30° 35' 41" East along said easterly property line and the easterly line of said Lot 8963 and said existing westerly right of way line a distance of 50.06 feet to an angle point on the southeast corner of said Lot 8963 and the northeast corner of said Lot 8960; thence South 32° 35' 12" East, along said easterly property line and the easterly line of said Lot 8960 and said existing westerly right of way line, a distance of 50.01 feet to an angle point at the owners' southeast property corner, the same being the southeast corner of said Lot 8960; thence South 56° 25' East along the owners' southerly property line and the southerly line of said Lot 8960; a distance of 52.21 feet to an angle point in the proposed westerly right of way line of East Federal Street; thence North 24° 48' 08" West, along said proposed limited access right of way line, passing through the line between Lots 8960 and 8963, a distance of 79.94 feet to an angle point; thence North 10° 09' 55" West, along said proposed limited access right of way line, passing through the line between Lot 8963, and 8964, a distance of 83.15 feet to an angle point in the owners' northerly property line, the same being the northerly line of said Lot 8964; thence North 74° 01' East, along said northerly property line and lot line, a distance of 15.53 feet to the place of beginning, containing 5851 square feet, more or less, but subject to all legal highways.



**Parcel No. 4**

Situated in the City of Youngstown, County of Mahoning, State of Ohio and known as being all of City Lot No. 8965 according to the present numbering of lots.

Said Lot No. 8965 has a frontage of 49 feet and 10-1/2 inches on the west line of West Federal Street and extends back by its north line a distance of 145 feet, by its south line a distance of 152 feet and 1 inch and a has a rear depth of 95 feet.

EXCEPTING FROM ABOVE the following parcel of land:

Situated in the State of Ohio, County of Mahoning, City of Youngstown, and known as Youngstown Township Section No. 17, Township 2 North, Range 2 West, also known as being part of Youngstown City Lot Nos. 8965, 8964 and 8963 and also known as being a part of the Davis Brothers Addition Plat, as recorded in Volume 7, Page 54, Mahoning County Records and further being bounded and described as follows:

Commencing at a Monument P.C. Station 8 + 82.06 centerline construction and right-of-way U.S. 422, thence along the centerline construction and right-of-way U.S. 422, also being the arc of a curve to the left having the following properties:

Delta = 00°22'07"

Radius = 3552.01'

Tangent = 42.42'

Chord = 84.84'

Chord Bearing = South 25°22'49" East for a distance of 84.84 feet to a point: Station 9+66.90, thence South 63°56'08" West for a distance of 37.58 feet to a point; said point being the True Place of Beginning of the parcel of land hereinafter described; thence clockwise along the following five (5) courses and distances:

- 1) Thence South 12°52'32" East along east property line of said property for a distance of 139.63 feet to a point;
- 2) Thence North 27°29'02" West for a distance of 21.52 feet to a point;
- 3) Thence South 53°42'40" West along the north property line of Lot No. 8963 for a distance of 16.72 feet to a point;
- 4) Thence North 25°25'29" West along the proposed limited access line for a distance of 139.97 feet to a point;

5) Thence North 89°26'04" East for a distance of 52.39 feet to a point, the True Place of Beginning and containing 4599 square feet or .106 acres of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, Professional Surveyor No. 7539 for G.P.D. Associates, in November of 2000.

The above described area is contained within Mahoning County Auditor's Parcel No. 53-097-0-066, 53-097-0-065 and 53-097-0-064.

Bearing based on Ohio North Zone State Plane Grid, NAD-1983. Monuments referred to as "iron pin set" are 3/4" x 30" reinforcing rod with 1-1/2" aluminum cap inscribed "ODOT R/W GPD OHIO 7539". This warranty deed with limited access is for the purpose of highway construction.

**Parcel No. 5**

Situated in the City of Youngstown, County of Mahoning, State of Ohio, and known as Youngstown City Lot No. 62004 which is bounded and described in accordance with a Plat of Survey, identified as "Survey of Property for WWW Land, Inc., Portion of Lands Owned by the Consolidated Rail Corporation, Part of Out Lot 636 & 629", dated September 13, 1996, prepared by Del Everett Jones, Registered Professional Surveyor No. 6863 of the State of Ohio, hereinafter referred to as "Premises" and described as follows:

Beginning at an iron pin (set) at the most northeasterly corner of the tract herein described, said iron pin (set) being at Station 10+02.78, 183.87 feet right from the centerline of U.S. Route 422 as shown in Volume 55, Pages 28 and 29 of the Mahoning County Official Record of Plats, said iron pin (set) being the true place of beginning; thence South 33°35'00" East a distance of 2232.11 feet to an iron pin (set) in a right-of-way curve of Division Street Extension; thence along a curve to the left having a radius of 145.00 feet, a delta of 72°22'33", an arc length of 183.16 feet and a chord which bears South 12°35'52" West having a chord distance of 171.23 feet to a point of tangency in said right-of-way, as shown on the State of Ohio, Department of Transportation, Right-of-Way Plans for the Division Street Extension, said centerline being shown in Volume 59, Pages 10 and 11 of the Mahoning County Official Record of Plats; thence with said right-of-way, South 23°35'24" East a distance of 263.02 feet to an iron pin (set) in said right-of-way, said iron pin (set) being at the intersection of said right-of-way with an original boundary line of Out Lot 636; thence with said line, South 01°08'51" East a distance of 161.01 feet to a point of intersection of said line and a right-of-way curve on said Division Street Extension; thence along a curve to the right having a radius of 180.00 feet, a delta of 09°10'10", an arc length of 28.81 feet and a chord which bears South 49°24'02" West having a chord distance of 28.78 feet to an iron pin (set) in said right-of-way; thence departing from said right-of-way and along a line distant 40.00 feet and parallel to the centerline of an adjacent railroad track known as ZTS 11632, Brier Hill, Track No. 2, now or

5) Thence North 89°26'04" East for a distance of 52.39 feet to a point, the True Place of Beginning and containing 4599 square feet or .106 acres of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, Professional Surveyor No. 7539 for G.P.D. Associates, in November of 2000.

The above described area is contained within Mahoning County Auditor's Parcel No. 53-097-0-066, 53-097-0-065 and 53-097-0-064.

Bearing based on Ohio North Zone State Plane Grid, NAD-1983. Monuments referred to as "iron pin set" are 3/4" x 30" reinforcing rod with 1-1/2" aluminum cap inscribed "ODOT R/W GPD OHIO 7539". This warranty deed with limited access is for the purpose of highway construction.

#### **Parcel No. 5**

Situated in the City of Youngstown, County of Mahoning, State of Ohio, and known as Youngstown City Lot No. 62004 which is bounded and described in accordance with a Plat of Survey, identified as "Survey of Property for WWW Land, Inc., Portion of Lands Owned by the Consolidated Rail Corporation, Part of Out Lot 636 & 629", dated September 13, 1996, prepared by Del Everett Jones, Registered Professional Surveyor No. 6863 of the State of Ohio, hereinafter referred to as "Premises" and described as follows:

Beginning at an iron pin (set) at the most northeasterly corner of the tract herein described, said iron pin (set) being at Station 10+02.78, 183.87 feet right from the centerline of U.S. Route 422 as shown in Volume 55, Pages 28 and 29 of the Mahoning County Official Record of Plats, said iron pin (set) being the true place of beginning; thence South 33°35'00" East a distance of 2232.11 feet to an iron pin (set) in a right-of-way curve of Division Street Extension; thence along a curve to the left having a radius of 145.00 feet, a delta of 72°22'33", an arc length of 183.16 feet and a chord which bears South 12°35'52" West having a chord distance of 171.23 feet to a point of tangency in said right-of-way, as shown on the State of Ohio, Department of Transportation, Right-of-Way Plans for the Division Street Extension, said centerline being shown in Volume 59, Pages 10 and 11 of the Mahoning County Official Record of Plats; thence with said right-of-way, South 23°35'24" East a distance of 263.02 feet to an iron pin (set) in said right-of-way, said iron pin (set) being at the intersection of said right-of-way with an original boundary line of Out Lot 636; thence with said line, South 01°08'51" East a distance of 161.01 feet to a point of intersection of said line and a right-of-way curve on said Division Street Extension; thence along a curve to the right having a radius of 180.00 feet, a delta of 09°10'10", an arc length of 28.81 feet and a chord which bears South 49°24'02" West having a chord distance of 28.78 feet to an iron pin (set) in said right-of-way; thence departing from said right-of-way and along a line distant 40.00 feet and parallel to the centerline of an adjacent railroad track known as ZTS 11632, Brier Hill, Track No. 2, now or

Said Lots have a combined frontage of 198 feet on the west line of West Federal Street and extends back on its north line 145 feet, and on its south line 145 feet, having a combined rear line of 198 feet, as appears by said plat, subject to all legal highways.

EXCEPTING THEREFROM the East 10 feet conveyed to the City of Youngstown as shown by Deed Volume 818, Page 210, Mahoning County Records, bounded and described as follows:

Situated in the City of Youngstown, County of Mahoning, State of Ohio and known as and being a part of Youngstown City Lots 8952, 8955, 8956 and 8959 according to the latest enumeration of Youngstown City Lots and Outlots and being more fully described as follows:

Beginning at an angle point in a northeast property corner of Grantor, said angle point also being the northeast corner of said City Lot 8959 and the existing westerly right of way line of West Federal Street; thence South 33°35' East along an easterly property line of Grantor and the easterly line of said City Lot 8959 and said existing right of way line, a distance of 50.00 feet to an angle point in a northerly property line of Grantor, same being the northerly line of said City Lot 8956; thence North 56°25' East along said northerly property line and lot line and said existing right of way line, a distance of 10.00 feet to an angle point in a northeast property corner of Grantor, same being the northeast corner of said Lot 8956; thence South 33°35' East along the Grantor's easterly property line and said existing right of way line and all of the easterly line of said City Lots 8956, 8955 and part of the easterly line of City Lot 8952, a distance of 148.00 feet to an angle point in the Grantor's southeast property corner; thence South 56°25' West along the Grantor's southerly property line, a distance of 92.79 feet to an angle point in the proposed westerly limited access right of way line of West Federal Street; thence North 24°48'08" West along said proposed limited access right of way line, a distance of 200.35 feet to an angle point in the Grantor's northerly property line; thence North 56°25' East along said northerly property line, a distance of 52.20 feet to the place of beginning, containing 14,844 square feet, more or less, but subject to all legal highways.

1420 Burton St. SE  
Trumbull County  
Warren, OH 44484

**Parcel No. 1**

Situated in the City of Warren, County of Trumbull, State of Ohio and being more further described as follows:

Beginning at an iron pin which marks the intersection of the southerly line of said Burton Street with the westerly right of way line of the Baltimore and Ohio Railroad Company; thence South 89°56' West along the southerly line of said Burton Street, 277 feet to an iron pin; thence South 0°4' East, 88.45 feet to a point; thence North 89°56' East, 323.7 feet to a point on the westerly right of way line of said the Baltimore and Ohio Railroad Company; thence North 27°54' West, along said westerly right of way line, 100.02 feet to the place of beginning, containing within said boundaries 0.6096 acres of land, be the same more or leis, but subject to all legal highways.

**Parcel No. 2**

Situated in the City of Warren, County of Trumbull, State of Ohio and being more further described as follows:

Beginning at a point on the westerly right of way line of said the Baltimore and Ohio Railroad Company which point in South 27°54' East, 100.02 feet from a point which marks the intersection of said right of way line with the southerly line of Burton Street; thence continuing along said right of way line with the southerly line of Burton Street; thence continuing along said right of way line, South 27°54' East, 119.36 feet to an iron pin which is also located upon the southerly corporation limits of the City of Warren, thence South 89°56' West along said corporation line 379.43 feet to an iron pin; thence North 0°4' West, 105.55 feet to a point on the southerly line of the above described Parcel No. 2; thence North 89°56' East, 323.7 feet to the place of beginning, continuing within said boundaries, .8519 acres, be the same more or less, but subject to all legal highways.

3108 DeForest Road  
Trumbull County  
Warren, OH 44484

**Parcel No. 1**

Situated in the Township of Weathersfield, County of Trumbull and State of Ohio, and known as being part of Section 9 in the Original Survey of said Township, and being part of Parcel No. 2 of lands conveyed to Center West Enterprises, Inc., in Official Records 969 at Page 656 and further described as follows:

Beginning at a point in the centerline of Deforest Road at the Northwest corner of a parcel of land conveyed to Atlas Auto Crushers, Inc., in Official Record 932, at Page 52, which point lies N 87° 03' 30" W., a distance of 636.21 feet from the intersection of the centerlines of Deforest Road and Niles-Warren Road;

Thence S. 03° 09' 30" W., along the Westerly line of said Atlas Auto Crushers, Inc., parcel, passing over a 5/8" iron pin found at 25.75 feet, for a total distance of 394.90 feet to an iron pin set at the Southwest corner of said Atlas Auto Crushers, Inc., parcel;

Thence S. 87° 03' 24" E., along the Southerly lines of said Atlas Auto Crushers, Inc. parcel, and a parcel of land conveyed to Atlas Auto Crushers, Inc., in Official Record 932 at Page 48 for a distance of 300.00 feet to an iron pin set;

Thence S. 03° 09' 30" W., along a line severing said center West parcel for a distance of 399.99 feet to an iron pin set at the Southerly line of said center West parcel;

Thence N. 87° 03' 30" W., along said Southerly line for a distance of 511.22 feet to an iron pin set;

Thence N. 03° 09' 30" E., along a line severing said parcel, passing over an iron pin set at 769.64 feet, for a total distance of 794.90 feet to a point in the centerline of Deforest Road;

Thence S. 87° 03' 30" E., along said centerline for a distance of 211.22 feet to the point of beginning, containing 6.609 acres, of which 0.145 acres lies within the road right of way, more or less, as surveyed in August, 2006, by Gary R. Taneri, Professional Surveyor No. 7672.

The bearings shown are referenced to Official Record 969 at Page 656 and are to be used for angular measurement only.

Monuments referred to as iron pin set are 5/8" by 30" reinforcing rod with a yellow plastic cap stamped "Gary R. Taneri S-7672".

**Parcel No. 2**

Situated in the City of Warren, County of Trumbull, State of Ohio and being part of section 9 of the Original Survey of Weathersfield Township and being more fully described as follows:

Beginning at a point in the intersection of the centerlines of De Forest Road and Warren-Niles Road; thence North  $87^{\circ}03'30''$  West, along the centerline of de Forest Road 238.51 feet to a point and the true place of beginning.

Thence South  $32^{\circ}17'30''$  East, along the west line of lands owned by J. Balestra 458.87 feet to an iron pin set passing over an iron pin set at 36.73 feet from the centerline; thence South  $57^{\circ}59'30''$  West, 34.92 feet to an iron pin, thence North  $87^{\circ}03'30''$  West, 436.16 feet to an iron pin; thence North  $3^{\circ}09'30''$  East, 394.90 feet to a point in the centerline of De Forest Road passing over an iron pin 30.00 feet from the centerline; thence South  $87^{\circ}03'30''$  East, along the centerline of De Forest Road 198.57 feet to the true place of beginning; containing 3.0604 acres and subject to all legal highways.

**Parcel No. 3**

Situated in the Township of Weathersfield, County of Trumbull, State of Ohio and being more further described as follows:

Beginning at a point in the centerline of De Forest Road, so-called, said point being the northwest corner of lands now or formerly owned by the Elmar Company; thence South  $3^{\circ}09'30''$  West, along the westerly line of lands of the aforementioned company, a distance of 394.90 feet to a point, said point being the southwest corner of the Elmar Company lands; thence North  $87^{\circ}03'30''$  West, a distance of 200 feet to a point; thence North  $3^{\circ}09'30''$  East, a distance of 394.90 feet to a point in the centerline of De Forest Road; thence South  $87^{\circ}03'30''$  East, along the centerline of De Forest Road, a distance of 200 feet to the place of beginning and containing within said bounds 1.813 acres of land, be the same more or less, but subject to all legal highways.

**Parcel No. 4**

Situated in the Township of Weathersfield, County of Trumbull, State of Ohio and known as being part of Great Lot No. 9 in said Township, bounded and described as follows:

Beginning at a point in the centerline of the Niles-Warren Road, South  $32^{\circ}22'30''$  East 222.79 feet from the intersection of the centerline of the Niles-Warren Road and the centerline of De Forest Road; thence South  $32^{\circ}22'30''$  East, 75 feet along the centerline of Niles-Warren Road to a point; thence South  $57^{\circ}59'30''$  West, 194.93 feet to an iron pin; thence North  $32^{\circ}17'30''$  West, 75 feet to a post at the southeasterly corner of lands conveyed to A.W. and J. Balestra by deed recorded in Volume 1020 of Deeds, Page 425, Trumbull County Records; thence North  $57^{\circ}59'30''$  East, 195.04 feet along the southeasterly line of said Balestra lands to the place of beginning and containing within the above described bounds, 0.336 of an acre of land, subject to all legal highways.

1793 North Main Street  
Trumbull County  
Niles, OH 44446-1277

Situated in the Township of Weathersfield, County of Trumbull, State of Ohio and known as being Lots Nos. 37 through 61 inclusive in Heaton-Chute Addition No. 1, as shown by the recorded Plat in Volume 10, Page 37 of Trumbull County Records, be the same more or less, but subject to all legal highways.

II. Name and Address of Record Owner:

Youngstown Iron And Metal, Inc., Atlas Recycling, Inc., WWW Land, Inc., and Atlas Auto Crushers, Inc.  
P.O. Box 1477  
Hartville, Ohio 44632  
Attention: Christine Burkholder

**Santa Rosa Lead Products, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

33 So. University Street  
Healdsburg, CA 95448

II. Name and Address of Record Owner:

Paul and Alice Vassallo  
2657 Olsen Road  
Sebastopol, CA 95472

I. Legal description, county and street address of property on which Fixtures are located:

3949 Guasti Road  
Ontario, CA 91761

II. Name and Address of Record Owner:

LBA Realty Fund-Holding Co. II, LLC  
17901 Von Karman Avenue, Suite 950  
Irvine, CA 92614

**Tranzact Corporation**

I. Legal description, county and street address of property on which Fixtures are located:

1185 Lancaster Pike  
Quarryville, PA 17566

II. Name and Address of Record Owner:



William E. Zimmerman  
135 Brown Road  
Nottingham, PA 19362

**West Coast Shot, Inc.**

I. Legal description, county and street address of property on which Fixtures are located:

32 Red Rock Road  
Lyon County  
Carson City, NV 89721

All that certain real property being a portion of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 30, and a portion of the NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 31, T 16 N, R 21 E, M.D.B. & M., and a portion of Parcel 3-A on Parcel Map No 40616, Lyon County Nevada, described as follows:

Parcel 1, as shown on the Parcel Map for Village Builders, Inc., recorded in the official records of Lyon County, Nevada, on April 10, 1986, as Document No 98761

APN: 16-233-01

II. Name and Address of Record Owner:

Property owned by Grantor.

**EXHIBIT G**

(See Section 3.13 of Security Agreement and Definition of "Pledged Collateral")

## LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY

## STOCKS

Issuer	Name of Grantor	Certificate Number(s)	Number of Shares/Interests	% of Outstanding Shares/Interests
<i>Corporate subsidiaries</i>		<i>(all stock is Common)</i>		
American CatCon, Inc. (fka Metalico CatCon, Inc.)	Metalico, Inc. (" <u>Metalico</u> ")	1	100	100%
General Smelting & Refining, Inc.	Metalico	166, 167	241.5	100%
Gulf Coast Recycling, Inc. (" <u>Gulf Coast</u> ")	Metalico	8	80 Voting	100%
Gulf Coast	Metalico	18	8000 Non-Voting	100%
Mayco Industries, Inc.	Metalico	1, 4	1000	100%
Metalico Akron, Inc.	Metalico	1	100	100%
Metalico Akron Realty, Inc. (" <u>Akron Realty</u> ")	Metalico	1	100	100%
Metalico Alabama Realty, Inc.	Metalico	1	100	100%
Metalico Aluminum Recovery, Inc.	Metalico	2, 3	150	100%
Metalico Buffalo, Inc. (fka Lake Erie Recycling Corp.)	Metalico	3	200	100%
Metalico-College Grove, Inc.	Metalico	1	1,000	100%
Metalico Colliers Realty, Inc.	Metalico	1	100	100%
Metalico-Granite City, Inc.	Metalico	1	100	100%

Issuer	Name of Grantor	Certificate Number(s)	Number of Shares/Interests	% of Outstanding Shares/Interests
Metalico Gulfport Realty, Inc.	Metalico	1	100	100%
Metalico Neville Realty, Inc.	Metalico	1	100	100%
Metalico Niagara, Inc. (fka Metalico-Buffalo, Inc.)	Metalico	1	10	100%
Metalico Niles, Inc.	Metalico	1	100	100%
Metalico Pittsburgh, Inc. (fka Metalico Neville, Inc.)	Metalico	1	100	100%
Metalico Rochester, Inc. (fka Metalico Lyell Acquisitions, Inc.)	Metalico	1	100	100%
Metalico Syracuse, Inc.	Metalico	1	100	100%
Metalico Syracuse Realty, Inc.	Metalico	1	100	100%
Metalico Transfer, Inc.	Metalico	1	100	100%
Metalico Transfer Realty, Inc.	Metalico	1	100	100%
Metalico Transport, Inc. (fka Buffalo Hauling Corp.)	Metalico	1, 2	150	100%
Metalico Youngstown, Inc. (fka Metalico Megan, Inc.)	Metalico	1	100	100%
River Hills By The River, Inc.	Gulf Coast	3	100	100%
Santa Rosa Lead Products, Inc.	Metalico	3	100	100%
Totalcat Group, Inc. ("Totalcat")	Metalico	29, 30	155,399	100%
Tranzact Corporation	Metalico	2	1,000	100%
West Coast Shot, Inc.	Metalico	2	100	100%

Issuer	Name of Grantor	Certificate Number(s)	Number of Shares/Interests	% of Outstanding Shares/Interests
<i>Limited liability company subsidiaries</i>				
Elizabeth Hazel LLC	Akron Realty	—	N/A	100%
Melinda Hazel LLC	Akron Realty	—	N/A	100%
Federal Autocat Recycling, LLC	Totalcat	—	N/A	100%
Hypercat Coating Limited Liability Company	Totalcat	—	150 units	100%
Hypercat DMG, L.L.C.	Totalcat	—	150 units	100%

PROMISSORY NOTES

Name of Grantor (Payee)	Issuer	Designation	Face Amount	Issue Date	Maturity
American CatCon, Inc.	Rincat, LLC	Senior Secured Convertible Note	\$598,506	June 12, 2009	June 12, 2011
Metalico-College Grove, Inc.	ALEA Properties (USA), LLC	Term Note	\$140,000	December 15, 2009	June 15, 2011
Metalico-College Grove, Inc.	ALEA Properties (USA), LLC	Installment Note	\$500,000	December 15, 2009	December 15, 2014

GOVERNMENT SECURITIES

Name of Grantor	Issuer	Number	Type	Face Amount	Coupon Rate	Maturity
NONE						

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)

Name of Grantor	Issuer	Description of Collateral	Percentage Ownership Interest
NONE			

**EXHIBIT H**

(See Section 3.1 of Security Agreement)

**OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED**

<b>Grantor</b>	<b>Office of Secretary of State</b>
Metalico, Inc.	Delaware
American CatCon, Inc.	Texas
Elizabeth Hazel LLC	Ohio
Federal Autocat Recycling, LLC	New Jersey
General Smelting & Refining, Inc.	Tennessee
Gulf Coast Recycling, Inc.	Florida
Hypercat Coating Limited Liability Company	New Jersey
Hypercat DMG, L.L.C.	New Jersey
Mayco Industries, Inc.	Alabama
Melinda Hazel LLC	Ohio
Metalico Akron, Inc.	Ohio
Metalico Akron Realty, Inc.	Ohio
Metalico Alabama Realty, Inc.	Alabama
Metalico Aluminum Recovery, Inc.	New York
Metalico Buffalo, Inc.	New York
Metalico-College Grove, Inc.	Tennessee
Metalico Colliers Realty, Inc.	West Virginia
Metalico-Granite City, Inc.	Illinois
Metalico Gulfport Realty, Inc.	Mississippi
Metalico Neville Realty, Inc.	Pennsylvania
Metalico Niagara, Inc.	New York
Metalico Niles, Inc.	Ohio
Metalico Pittsburgh, Inc.	Pennsylvania
Metalico Rochester, Inc.	New York
Metalico Syracuse, Inc.	New York
Metalico Syracuse Realty, Inc.	New York
Metalico Transfer, Inc.	New York
Metalico Transfer Realty, Inc.	New York
Metalico Transport, Inc.	New York
Metalico Youngstown, Inc.	Delaware
River Hills By The River, Inc.	Florida
Santa Rosa Lead Products, Inc.	California
Totalcat Group, Inc.	Delaware

<b>Grantor</b>	<b>Office of Secretary of State</b>
Tranzact Corporation	Delaware
West Coast Shot, Inc.	Nevada

**EXHIBIT I**

(See Section 4.4 and 4.8 of Security Agreement)

**AMENDMENT**

This Amendment, dated \_\_\_\_\_, is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated \_\_\_\_\_, between the undersigned, as the Grantors, and JPMorgan Chase Bank, N.A., as the Administrative Agent, (the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in said Security Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I TO AMENDMENT**

**STOCKS**

<b>Name of Grantor</b>	<b>Issuer</b>	<b>Certificate Number(s)</b>	<b>Number of Shares</b>	<b>Class of Stock</b>	<b>Percentage of Outstanding Shares</b>

**BONDS**

<b>Name of Grantor</b>	<b>Issuer</b>	<b>Number</b>	<b>Face Amount</b>	<b>Coupon Rate</b>	<b>Maturity</b>

**GOVERNMENT SECURITIES**

<b>Name of Grantor</b>	<b>Issuer</b>	<b>Number</b>	<b>Type</b>	<b>Face Amount</b>	<b>Coupon Rate</b>	<b>Maturity</b>

**OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)**

<b>Name of Grantor</b>	<b>Issuer</b>	<b>Description of Collateral</b>	<b>Percentage Ownership Interest</b>

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

**COMMERCIAL TORT CLAIMS**

<b>Name of Grantor</b>	<b>Description of Claim</b>	<b>Parties</b>	<b>Case Number; Name of Court where Case was Filed</b>



**EXHIBIT J**

(See "Assigned Contracts" Definition)

**ASSIGNED CONTRACTS**

None