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September 5, 1995

Louis E. Gitomer
Direct Dial: (202) 466-6532

RECORDATION NO 17281-C FILED 1425

SEP 5 1995 -10 50 AM

OFFICE OF THE SECRETARY OF COMMERCE

Honorable Vernon A Williams
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Williams

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U S C §11303

The document is a Loan and Security Agreement, a secondary document, dated as of September 5, 1995. The primary document to which this is connected is recorded under Recordation No 17281 We request that this document be recorded under Recordation No

Counterparts - Jan Gitomer

~~17281~~
C

The names and addresses of the parties to the Loan and Security Agreement are

Lender

Signet Leasing and Financial Corporation
7 St Paul Street
Baltimore, MD 21202

Borrower

Mindis Metals, Inc (d/b/a Mindis Recycling)
3715 Northcreek, Suite 210
Atlanta, GA 30327

LICENSING BRANCH

SEP 5 10 48 AM '95

RECEIVED
OFFICE OF THE
SECRETARY

A description of the equipment covered by the Loan and Security Agreement consists of 30 100-ton gondola cars numbered CIM 5504, 5505, 5518, 5532, 5553, 5555, 5556, 5561, 5575, 5581, 5584, 5596, 5610, 5627, 5639, 5650, 5653, 5658, 5661, 5686, 5694, 5705, 5719, 5736, 5737, 5756, 5761, 5764, 5781, and 5791

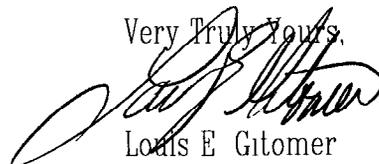
A fee of \$21 00 is enclosed Please return the original to

Honorable Vernon A Williams
September 5, 1995
Page 2

Louis E Gitomer
Of Counsel
Ball, Janik & Novack
Suite 1035
1101 Pennsylvania Avenue, N W
Washington, DC 20004

A short summary of the document to appear in the index follows a Loan and Security Agreement between Signet Leasing and Financial Corporation, 7 St Paul Street, Baltimore, MD 21202, and Mindis Metals, Inc (d/b/a Mindis Recycling), 3715 Northcreek, Suite 210, Atlanta, GA 30327, covering 30 100-ton gondola cars numbered CIM 5504, 5505, 5518, 5532, 5553, 5555, 5556, 5561, 5575, 5581, 5584, 5596, 5610, 5627, 5639, 5650, 5653, 5658, 5661, 5686, 5694, 5705, 5719, 5736, 5737, 5756, 5761, 5764, 5781, and 5791.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Louis E Gitomer", written in black ink.

Louis E Gitomer

Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

9/5/95

Office Of The Secretary

Louis E. Gitomer
Ball, Janik & Novack
1101 Pennsylvania Ave., NW., Ste. 1035
Washington, DC., 20004

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 9/5/95 at 10:50AM, and
assigned recordation number(s). 17281-C.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100759023)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

SEP 5 1995 -10 50 AM

INTERSTATE COMMERCE COMMISSION

SIGNET LEASING AND FINANCIAL CORPORATION

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (the "Agreement") is made as of the 5th day of September, 1995, by and between SIGNET LEASING AND FINANCIAL CORPORATION, its successors and assigns ("Lender"), and MINDIS METALS, INC. (d/b/a MINDIS RECYCLING) ("Borrower").

Borrower is desirous of obtaining a loan from Lender and Lender is willing to make the loan to Borrower upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **ADVANCE OF LOAN.**

1.1 Commitment: Term of Loan. Borrower hereby acknowledges and agrees that (a) the entering into of this Agreement does not constitute or evidence any commitment by Lender to make the Loan or any Advance thereof to Borrower; and (b) any such commitment or commitments, as the case may be, made in connection with this Agreement and any Promissory Note, if documented, shall be contained in a separate written agreement, duly executed and delivered by both parties (any such written commitment, the "Commitment Letter"), expressly providing for Lender's commitment to lend and Borrower's commitment to borrow. Subject in all cases to the foregoing, and pursuant to the terms and conditions of such Commitment Letter, if any, and the terms and conditions hereinafter set forth, Lender may, from time to time, lend to Borrower certain sums (each advance hereunder being referred to herein as an "Advance" and all Advances hereunder being referred to as the "Loan").

1.2 Promissory Note. The obligation to repay the Loan hereunder shall be evidenced by one or more promissory notes payable by Borrower to the order of Lender in substantially the form attached hereto as Exhibit No. 1 (hereinafter collectively referred to as the "Promissory Note"). The Promissory Note shall bear interest, be payable and mature as set forth in Exhibit No. 1. Time is of the essence with respect to the payment and performance of the Obligations (as defined in Section 2.1) to be paid or otherwise performed under each such Promissory Note, this Agreement and all of the other Loan Documents (as defined in Section 2.1).

2. **SECURITY.**

2.1 Granting Clause. As security for the payment as and when due of the indebtedness of Borrower to Lender hereunder and under each Promissory Note (and any renewals, extensions and modifications thereof) and under any other agreement or instrument, both now in existence and hereafter created (as the same may be renewed, extended or modified and hereinafter collectively referred to as the "Loan Documents"), and the performance as and when due of all other obligations of Borrower to Lender, both now in existence and hereafter created (as the same may be renewed, extended or modified; and hereinafter collectively referred to as the "Obligations"), Borrower hereby grants to Lender a purchase money security interest in the items of equipment (the "Equipment") described on the schedule now or hereafter attached to the Promissory Note relating thereto, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash) thereof, including all payments or proceeds of all insurance policies, or with respect to the sale, lease or other disposition of any item of Equipment, and all of Borrower's rights, title and interest in and to the foregoing property (the "Collateral"). Borrower may not dispose of any of the Collateral without the prior written consent of Lender, notwithstanding the fact that proceeds constitute a part of the Collateral.

2.2 Rights Regarding Collateral. Borrower agrees that, with respect to the Collateral, Lender shall have all of the rights and remedies of a secured party under the Maryland Uniform Commercial Code as in effect from time to time (the "UCC").

3. **CONDITIONS PRECEDENT TO LENDER'S OBLIGATION.**

Any agreement by Lender to make the Loan, and each Advance thereof (as set forth in Section 1 hereof), is expressly conditioned upon Borrower's compliance with the following conditions precedent, to the reasonable satisfaction of Lender:

3.1 Initial Closing Documents. Concurrently with the execution hereof, or on or prior to the date on which Lender is to make the initial Advance hereunder, Borrower shall cause to be provided to Lender the following:

3.1.1 Secretary's Certificate. Resolutions of the Board of Directors or validly authorized Executive Committee of Borrower, certified by the Secretary or an Assistant Secretary of Borrower, duly authorizing the borrowing of funds hereunder and the execution, delivery and performance of this Agreement, each Promissory Note and all of the other Loan Documents.

3.2 Subsequent Closing Documents. On each date on which Lender is to make an Advance hereunder, Borrower shall cause to be done or provided to Lender, as the case may be, the following:

3.2.1 Bringdown Certificate. A certificate executed by the Treasurer, Secretary or an Assistant Secretary of Borrower, certifying that (a) the representations and warranties of Borrower contained herein remain true and correct as of such date, and (b) no Default or event which, with the giving of notice or the lapse of time, or both, would become a Default hereunder, has then occurred.

3.2.2 Insurance Certificate. Evidence satisfactory to Lender as to due compliance with the insurance provisions of Section 5.6 hereof.

3.2.3 Promissory Note. A Promissory Note in the amount of the Advance to be made on such date, duly executed on behalf of Borrower, pursuant to Section 1 hereof.

3.2.4 Collateral Schedule. A Schedule executed by Borrower, describing the Collateral to which such Advance relates, to be attached to the Promissory Note issued in connection herewith.

3.2.5 Purchase Documents. Photocopies of the invoice(s) or other evidence reasonably satisfactory to Lender and its counsel, related to the acquisition cost of the Collateral to which such Advance relates.

3.2.6 UCCs. Uniform Commercial Code Financing Statements, Statements of Amendment and any and all such other filings that may be necessary to cause Borrower's representations and warranties in Section 4.7 to be true and correct.

3.2.7 Filing with Interstate Commerce Commission. This Agreement and any Schedule describing the Collateral to which such Advance relates shall have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303.

3.3 Additional Conditions. On each date on which Lender is to make an Advance hereunder, all of the following additional conditions precedent must be satisfied:

3.3.1 Representations and Warranties. All of Borrower's representations and warranties in Section 4 shall be true and correct as of such date.

3.3.2 Filings. Such filings shall have been made and other actions taken as reasonably may be required by Lender and its counsel to perfect a valid, first priority purchase money security interest granted by Borrower to Lender with respect to the Collateral.

3.3.3 No Default. No Default or event which, with the giving of notice or lapse of time, or both, would become a Default hereunder, shall have occurred.

3.3.4 Other Documents. Such documents shall have been delivered, and such filings shall have been made and other actions taken as may reasonably be required by Lender and its counsel to perfect a valid, first priority security interest granted by Borrower to Lender with respect to the Collateral.

3.3.5 Initial Installment. Borrower shall pay to Lender any initial installment required to be paid by Borrower pursuant to the terms of the Promissory Note issued on such date.

3.3.6 Interchange Rules. The Collateral is suitable for service under the applicable Interchange Rules.

4. REPRESENTATIONS AND WARRANTIES.

Borrower hereby represents and warrants that:

4.1 Corporate Status. Borrower is a corporation duly organized, and validly existing in good standing under the laws of the state of its incorporation; and is duly qualified and authorized to transact business as a foreign corporation in good standing in each state in which the Collateral will be domiciled.

4.2 Power and Authority. Borrower has the corporate power and authority to own or hold under lease its properties and to enter into and perform its obligations under this Agreement, each Promissory Note and all of the other Loan Documents; and the borrowing hereunder by Borrower from Lender, the execution, delivery and performance of the Loan Documents, (a) have been duly authorized by all necessary corporate action on the part of Borrower; (b) do not require any stockholder approval or approval or consent of any trustee or holders of any indebtedness or obligations of Borrower except such as have been duly obtained; and (c) do not and will not contravene any law, governmental rule, regulation or order now binding on Borrower, or the certificate of incorporation or by-laws of Borrower, or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of Borrower under any agreement to which Borrower is a party or by which it or its property is bound.

4.3 No Governmental Action. Neither the execution and delivery by Borrower of any or all of the Loan Documents, nor the consummation of any of the transactions by Borrower contemplated hereby or thereby, requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any Federal, State or foreign governmental authority or agency, except as provided herein.

4.4 Enforceability. This Agreement constitutes, and all of the other Loan Documents when entered into will constitute, the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with the terms hereof and thereof, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein and therein.

4.5 No Actions. There are no pending or threatened actions or proceedings to which Borrower is a party, and there are no other pending or threatened actions or proceedings of which Borrower has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would materially adversely affect the financial condition of Borrower, or the ability of Borrower to perform its obligations under this Agreement or any of the other Loan Documents. Further, Borrower is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent which, either individually or in the aggregate, would have the same such effect.

4.6 **Personal Property.** Under the laws of the state(s) in which the Equipment is to be located, the Equipment consists solely of personal property and not fixtures.

4.7 **Collateral.** Borrower is the sole owner of, and has good and marketable title to, the Collateral, free and clear of all liens and encumbrances (excepting only the lien of Lender, subject to the terms of that certain Subordination Agreement dated AUGUST 28, 1995 between Signet Leasing and Financial Corporation and Bellamy, Inc.) Upon the last to occur of: (a) the Advance by Lender to Borrower relating to each item of Collateral, and (b) the filing of this Agreement and any Schedule with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 and the appropriate public offices of Uniform Commercial Code financing statements or statements of amendment naming Borrower as debtor, and Lender as secured party, and describing such item of Collateral, Lender will have a valid, perfected, first priority security interest in such item of Collateral.

4.8 **Financial Statements.** The financial statements of Borrower (copies of which have been furnished to Lender) have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP"), and fairly present Borrower's financial condition and the results of Borrower's operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations.

4.9 **Taxes.** Borrower has filed or has caused to have been filed all federal, state and local tax returns which, to the knowledge of Borrower, are required to be filed, and has paid or caused to have been paid all taxes as shown on such returns or on any assessment received by it, to the extent that such taxes have become due, unless and to the extent only that such taxes, assessments and governmental charges are currently contested in good faith and by appropriate proceedings by Borrower and adequate reserves therefor have been established as required under GAAP. To the extent Borrower believes it advisable to do so, Borrower has set up reserves which are believed by Borrower to be adequate for the payment of additional taxes for years which have not been audited by the respective tax authorities.

4.10 **No Violations.** Borrower is not in violation of any law, ordinance, governmental rule or regulation to which it is subject (including, without limitation, applicable environmental, health and safety laws and regulations) and the violation of which would have a material adverse effect on the conduct of its business, and Borrower has obtained any and all licenses, permits, franchises or other governmental authorizations necessary for the ownership of its properties and the conduct of its business.

4.11 **Use of Loan Proceeds.** None of the proceeds of the Loan will be used, directly or indirectly, by Borrower for the purpose of purchasing or carrying, or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry, any "margin security" within the meaning of Regulation G (12 CFR Part 207), or "margin stock" within the meaning of Regulation U (12 CFR Part 221), of the Board of Governors of the Federal Reserve System (herein called "margin security" and "margin stock") or for any other purpose which might make the transactions contemplated herein a "purpose credit" within the meaning of Regulation G or Regulation U, or cause this Agreement to violate any other regulation of the Board of Governors of the Federal Reserve System or the Securities Exchange Act of 1934 or the Small Business Investment Act of 1958, as amended, or any rules or regulations promulgated under any of such statutes.

4.12 **Place of Business.** The address stated below the signature of Borrower is the chief place of business and chief executive office of Borrower and the place where its records concerning the Collateral are kept; and Borrower does not conduct business under a trade, assumed or fictitious name, other than Mindis Recycling.

4A. ADDITIONAL REPRESENTATIONS AND WARRANTIES RELATING TO ENVIRONMENTAL LAW.

4A.1 **Definitions.** As used herein, the following terms shall have the following meanings:

4A.1.1 "Adverse Environmental Condition" shall mean (i) the existence or the continuation of the existence, of an Environmental Contamination (including, without limitation, a sudden or non-sudden accidental or non-accidental Environmental Contamination), of, or exposure to, any substance, chemical, material, pollutant, Hazardous Substance, odor or audible noise or other release or emission in, into or onto the environment (including without limitation, the air, ground, water or any surface) at, in, by, from or related to any of the Collateral, (ii) the environmental aspects of the transportation, storage, treatment or disposal of materials in connection with the operation of any Collateral, or (iii) the violation, or alleged violation, of any Environmental Law, permits or licenses of, by or from any governmental authority, agency or court relating to environmental matters connected with any of the Collateral.

4A.1.2 "Environmental Claim" shall mean any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any governmental authority or any person for personal injury (including sickness, disease or death), tangible or intangible property damage, damage to the environment or other adverse effects on the environment, or the fines, penalties or restrictions, resulting from or based upon any Adverse Environmental Condition.

4A.1.3 "Environmental Contamination" shall mean any actual or threatened release, spill, emission, leaking, pumping, injection, presence, deposit, abandonment, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, or into or out of any of the Collateral, including, without limitation, the movement of any Hazardous Substance or other substance through or in the air, soil, surface water, groundwater or property.

4A.1.4 "Environmental Law" shall mean any present or future federal, foreign, state or local law, ordinance, order, rule or regulation and all judicial, administrative and regulatory decrees, judgments and orders, pertaining to health, industrial hygiene, the use, disposal or transportation of Hazardous Substances, Environmental Contamination, or pertaining to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") (42 U.S.C. § 9601 et

seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Occupational Safety and Health Act (19 U.S.C. § 651 et seq.), and the Hazardous and Solid Waste Amendments (42 U.S.C. § 2601 et seq.), as these laws have been or may be amended or supplemented, and any successor thereto, and any analogous foreign, state or local statutes, and the rules, regulations and orders promulgated pursuant thereto.

4A.1.5 "Environmental Loss" shall mean any loss, cost, damage, liability, deficiency, fine, penalty or expense (including, without limitation, reasonable attorneys' fees, engineering and other professional or expert fees), investigation, removal, cleanup and remedial costs (voluntarily or involuntarily incurred) and damages to, loss of the use of or decrease in value of any of the Collateral arising out of or related to any Adverse Environmental Condition.

4A.1.6 "Hazardous Substances" shall mean and include hazardous substances as defined in CERCLA; oil of any kind, petroleum products and their by-products, including, but not limited to, sludge or residue; asbestos containing materials; polychlorinated biphenyls; any and all other hazardous or toxic substances; hazardous wastes, as defined in CERCLA; those substances listed in the United States Department of Transportation Table (49 C.F.R. § 172.101); radioactive materials, and all other pollutants, contaminants and other substances regulated or controlled by the Environmental Laws and any other substance that requires special handling in its collection, storage, treatment or disposal under the Environmental Laws.

4A.2 Additional Representations; Warranties and Covenants. In addition to its other representations, warranties and covenants, Borrower hereby represents, warrants and covenants that: (1) it has conducted, and will continue to conduct its business operations with respect to the Collateral, and throughout the term of the Loan will use the Collateral, so as to comply with all Environmental Laws; (2) Borrower shall not cause, permit or suffer (i) any Hazardous Substances to be generated, treated, handled, stored, transported, discharged, emitted, released or otherwise disposed of in connection with Lessee's use of the Collateral; provided, that Borrower may at all times during the term of the Loan continue to use the Collateral to transport the Material in compliance with the applicable provisions of this Agreement (including, without limitation, Section 5.4) or (ii) any other activity with respect to the Collateral in a manner that could result in the imposition of (A) liability under any Environmental Laws against Borrower or Lender or (B) a lien or other encumbrance against any of the Collateral or any interest therein or any other Environmental Claim or Environmental Loss with respect to Lender, any of the Collateral or any interest therein; and (3) Borrower has, and throughout the term of the Loan will continue to have, in full force and effect all federal, state and local licenses, permits orders and approvals required to operate the Collateral in compliance with all Environmental Laws.

5. COVENANTS OF BORROWER.

Borrower covenants and agrees as follows:

5.1 Use and Repayment of Proceeds. The proceeds of each Advance will be used exclusively for business or commercial purposes to finance the acquisition of the Equipment. Borrower shall punctually pay the principal of and interest on each Advance of the Loan and the other Obligations, at the times and places set forth in, and in the manner and in accordance with the terms of, this Agreement, each Promissory Note and the other Loan Documents.

5.2 Use of Collateral. Borrower shall use the Collateral solely in the conduct of its business and in a careful and proper manner.

5.3 No Disposition. Borrower shall not dispose of or further encumber its interest in the Collateral without the prior written consent of Lender.

5.4 Maintenance. Each item of Collateral shall be used by Lessee to transport processed and unprocessed scrap metal or other non-hazardous bulk materials (the "Materials") to locations within the continental United States to and from facilities owned or operated by Lessee in the United States. The Collateral will be operated at all times during the term of the Loan on railroad lines over which Borrower has trackage rights and on railroad lines of other railroads in the usual interchange of traffic or in-through or run-through service. Borrower agrees that, at its own cost and expense, it will at all times during the term of the Loan, (i) maintain, improve, service and repair each item of Collateral (including any parts installed on or replacements made to any item of Collateral and considered an accession thereto as hereinbelow provided), and comply with its own preventative maintenance schedule which will include testing, repair and overhaul of each item, any requirements pertaining to warranties of the manufacturer or insurance policies maintained by Borrower pursuant to Section 5.6 and in all other respects in material compliance with the manufacturer's bulletins, directives and manuals, so that each will remain (A) in good operating order and condition (ordinary wear and tear excepted), (B) eligible for railroad interchange in accordance with all applicable interchange Rules, and otherwise in compliance with Section 4A, (C) in compliance with all of the insurance policies obtained and maintained by Lessee pursuant to Section 5.6, and (D) in compliance in all respects with prevailing industry standards; and (ii) maintain all records, logs and other materials required by the Association of American Railroads, the Federal Railroad Administration, the Interstate Commerce Commission or the United States Department of Transportation, or any other governmental authority having jurisdiction over the Collateral or Lender or Borrower (with respect to the Collateral), to be maintained in respect of such Collateral. In no event shall any item of Collateral be maintained with less care or scheduled for maintenance on a basis less frequent than either the maintenance or maintenance scheduling basis employed by Borrower for similar equipment owned by or operated for or by Borrower. Without limiting the generality of any other provision of this Agreement, Borrower agrees to be solely liable for, and to pay when due, all tariffs, switching fees and demurrage charges, when and if any or all of the same shall become due and payable in connection with the Collateral. In addition, if any parts or accessories forming part of the Equipment shall from time to time become worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use,

Borrower, at its own expense, will within a reasonable time replace such parts or accessories or cause the same to be replaced, with replacement parts or accessories which are free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessories replaced. All accessories, parts and replacements for or which are added to or become attached to the Equipment shall immediately be deemed incorporated in the Equipment and subject to the security interest granted by Borrower herein. Upon reasonable advance notice, Lender shall have the right, at Borrower's expense, to inspect the Collateral and all maintenance and other records relating thereto, if any, at any reasonable time. Lender shall have no duty to, and Borrower hereby releases Lender from, all claims for loss to or damage caused by the failure of Lender to, collect, protect, preserve or take any enforcement action with respect to any of the Collateral or preserve rights against any other persons having any interest in the Collateral. Borrower will cause each item of Collateral to be kept numbered with the identification number set forth in the Schedule attached to the related Promissory Note, or in the case of any item of Collateral not there listed, such identification number as shall be set forth in any amendment or supplement thereto subjecting such Collateral to the lien of this Agreement, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each item of Collateral, in letters not less than one inch in height, the words "SUBJECT TO A LOAN AND SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION", or other appropriate words designated in writing by Lender, with appropriate changes thereof and additions thereto as from time to time may be reasonably designated in writing by Lender. Borrower will not place any such item of Collateral in operation or exercise any control or dominion over the same until such words shall have been so marked on both sides thereof and will replace promptly any such words which may be removed, obliterated, defaced or destroyed. Borrower will not change the identification number of any item of Collateral unless and until (in each case, at Borrower's expense) (i) a statement of new number or numbers to be substituted therefor shall have been received by Lender and filed, recorded and deposited by Borrower in all public offices where this Agreement shall have been filed, recorded or deposited and (ii) Borrower shall have furnished Lender an opinion of counsel to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will perfect Borrower's interest in such units of Equipment and no filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to perfect the security interest of Borrower in such items of Collateral.

5.5 Taxes and Liens.

5.5.1 Taxes. Borrower, at its own expense, will pay or cause to be paid all taxes and fees relating to the ownership and use of the Equipment.

5.5.2 Liens. The parties intend that the Equipment shall remain personal property, notwithstanding the manner in which it may be affixed to any real property. Borrower shall maintain the Equipment free from all claims, liens and legal processes of creditors of Borrower ("Liens") other than (a) Liens for fees, taxes, or other governmental charges of any kind which are not yet delinquent or are being contested in good faith by appropriate proceedings which suspend the collection thereof (provided, however, that such proceedings do not involve any substantial danger of the sale, forfeiture or loss of the Equipment or any interest therein); (b) Liens of mechanics, materialmen, laborers, employees or suppliers and similar liens arising by operation of law incurred by Borrower in the ordinary course of business for sums that are not yet delinquent or are being contested in good faith by negotiations or by appropriate proceedings which suspend the collection thereof (provided, however, that such contest does not involve any substantial danger of the sale, forfeiture or loss of the Collateral or any interest therein); and (c) Liens arising out of any judgments or awards against Borrower which have been adequately bonded to protect Lender's interests or with respect to which a stay of execution has been obtained pending an appeal or a proceeding for review. Borrower shall notify Lender immediately upon receipt of notice of any lien, attachment or judicial proceeding affecting the Equipment in whole or in part.

5.6 Insurance.

5.6.1 Coverage. At its own expense, Borrower shall keep the Equipment or cause it to be kept insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for the full replacement value thereof. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lender. The proceeds of such insurance payable as a result of loss of or damage to the Equipment shall be applied, at Lender's option, (a) toward the replacement, restoration or repair of the Equipment which may be lost, stolen, destroyed or damaged, or (b) toward payment of the balance outstanding on the Promissory Note or the Obligations. In addition, Borrower shall also carry public liability insurance, both personal injury and property damage. All insurance required hereunder shall be in form and amount and with companies reasonably satisfactory to Lender. Borrower shall pay or cause to be paid the premiums therefor and deliver to Lender evidence satisfactory to Lender of such insurance coverage. Borrower shall cause to be provided to Lender, not less than fifteen (15) days prior to the scheduled expiration or lapse of such insurance coverage, evidence satisfactory to Lender of renewal or replacement coverage.

5.6.2 Endorsements. Each insurer shall agree, by endorsement upon the policy or policies issued by it, or by independent instrument furnished to Lender, that (a) it will give Lender thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named loss payee other than Borrower shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Borrower with respect to such policy or policies.

5.7 Further Assurances. Borrower shall, at its sole expense, promptly and duly execute and deliver to Lender such further documents, instruments and assurances and take such further action as Lender may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lender hereunder; including, without limitation, the execution, delivery, filing, registration and/or recordation of any Uniform Commercial Code Financing Statement or other document reasonably required, and payment of all necessary costs to record such documents (including payment of any documentary, recordation or stamp tax), to perfect and maintain perfected the security interest granted under this Agreement.

5.8 Notices. Borrower shall provide written notice to Lender (a) thirty (30) days prior to any contemplated change in the name or address of Borrower; (b) promptly upon the occurrence of any event which constitutes a Default (as hereinafter defined) hereunder or which, with the giving of notice, lapse of time or both, would constitute a Default hereunder; and (c) upon the commencement of proceedings under the Federal bankruptcy laws or other insolvency laws (as now or hereafter in effect) involving Borrower as a debtor.

5.9 Financial Information. Borrower shall furnish Lender (a) within ninety (90) days after the end of each fiscal year of Borrower, its balance sheet as at the end of such year, and the related statement of income and statement of changes in financial position for such fiscal year, prepared in accordance with GAAP, all in reasonable detail and certified by independent certified public accountants of recognized standing, selected by Borrower; (b) within forty-five (45) days after the end of each quarter of Borrower's fiscal year, its balance sheet as at the end of such quarter and the related statement of income and statement of changes in financial position for such quarter, prepared in accordance with GAAP; and (c) within thirty (30) days after the date on which they are filed, all reports, forms and other filings required to be made by Borrower to the Securities and Exchange Commission, if any.

5.10 Corporate Existence. Borrower shall at all times maintain its corporate existence except as expressly permitted herein. Borrower shall not consolidate with, merge into, or convey, transfer or lease substantially all of its assets as an entirety to (such actions being referred to as an "Event"), any Person (which term, for the purposes of this paragraph means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof), unless: (a) such Person shall (i) be an entity organized and existing under the laws of the United States of America or any state or the District of Columbia, and (ii) not less than sixty (60) days before the Event execute and deliver to Lender an agreement containing an effective assumption by such Person of the due and punctual performance and observance of each covenant and condition of this Agreement to be performed or observed by Borrower; and (b) Lender is reasonably satisfied as to the creditworthiness of such Person.

5.11 Control. At all times during the term of this Agreement effective control of Borrower's voting capital stock, issued and outstanding from time to time, shall be retained by the present stockholders, unless Borrower shall have provided thirty (30) days' prior written notice to Lender of the proposed disposition of stock and Lender shall have consented thereto in writing, which consent shall not unreasonably be withheld.

5.12 Indemnity. Borrower shall indemnify and defend Lender, its successors and assigns, and their respective directors, officers and employees, from and against any and all claims, actions and suits (including, without limitation, related attorneys' fees) of any kind, nature or description whatsoever arising, directly or indirectly, in connection with any of the Collateral, including, without limitation, each and every Environmental Claim and Environmental Loss and any liability or alleged liability under any federal, state or local environmental laws that relate to any item of the Collateral or its use, ownership or disposition, Lender's interest therein or any substances contained therein or discharged therefrom.

5.13 Compliance With Laws. In no way in limitation of the foregoing, Borrower agrees, for the benefit of Lender, to comply with all orders, statutes, rules, regulations, directives and other laws and requirements of the United States of America and any and all other jurisdictions in which its operations involving any of the Collateral may extend, with the Interchange Rules and with all rules of the United States Department of Transportation, the Interstate Commerce Commission, the Federal Energy Regulatory Commission, the Federal Railroad Administration, the United States Environmental Protection Agency and any other legislative, executive, administrative, regulatory or judicial body, agency or commission (whether Federal, state, local or otherwise) exercising any power or jurisdiction over the Collateral or any of this Agreement, to the extent that the foregoing affect the title, operation, possession or use of, or any other undertaking with respect to, the Collateral or are necessary to comply with applicable health, safety or environmental standards (all of the foregoing, the "Applicable Standards"). For the purposes hereof, "Interchange Rules" means all codes, rules, regulations, interpretations, laws and orders governing the hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted within the rail industry as being applicable to the items of Collateral, as adopted and in effect from time to time by the Association of American Railroads, or any successor, and in the event that such Applicable Standards require any alteration, replacement or addition of or to any part of any item of Collateral, Borrower will conform therewith at its own expense.

6. DEFAULT.

6.1 Event of Default. Borrower shall be deemed to be in default hereunder ("Default") if (a) Borrower shall fail to make any payment of the Obligations as and when due, and such failure shall continue unremedied for a period of ten (10) days after written notice from Lender; or (b) Borrower shall fail to provide the insurance required pursuant to Section 5.6 hereof; or (c) there shall be any failure to comply with or other breach of Sections 5.3, 5.5, 5.10 or 5.11 hereof; or (d) Borrower shall fail to perform or observe in timely fashion any other covenant, condition or agreement to be performed or observed by it hereunder or under the Promissory Note and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof to Borrower by Lender; or (e) Borrower shall (i) be generally not paying its debts as they become due, (ii) take action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Borrower or its property, and any such petition filed against Borrower is not dismissed within sixty (60) days; or (f) any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Borrower proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Borrower; or (g) (i) any default or anticipatory repudiation shall occur under or with respect to any guaranty executed in connection with the Obligations (any such guaranty, a "Guaranty"), (ii) the default by Borrower under or with respect to any loan, lease, guaranty, installment sale or other financing agreement or contract, of which Lender, or any of its affiliates, is a party or beneficiary, or (iii) Borrower shall be in default under any obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent, and the applicable

grace period with respect thereto shall have expired; or (h) the occurrence of any change in the financial condition of Borrower or any guarantor, which in the good faith judgment of Lender is materially adverse; or (i) as a result of or in connection with a material change in the ownership of Borrower's capital stock, Borrower's debt to worth ratio equals or exceeds twice Borrower's debt to worth ratio as of the date of this Agreement, without the prior written consent of Lender. As used herein, "debt to worth ratio" shall mean the ratio of (1) Borrower's total liabilities (less subordinated debt) which, in accordance with GAAP, would be included in the liability side of a balance sheet, to (2) Borrower's tangible net worth including the sum of the par or stated value of all outstanding capital stock, surplus and undivided profits (plus subordinated debt), less any amounts attributable to good will, patents, copyrights, mailing lists, catalogs, trademarks, bond discount and underwriting expenses, organization expenses and other intangibles, all as determined in accordance with GAAP.

6.2 Exercise Independently. The occurrence of a Default with respect to any Promissory Note shall, at the sole discretion of Lender, constitute a Default with respect to any or all of the other Promissory Notes. Notwithstanding anything to the contrary set forth herein, Lender or its assignee(s) (as applicable) may exercise all rights and remedies hereunder or under a Promissory Note independently with respect to each Promissory Note and/or with respect to the Equipment collateralizing such Promissory Note.

7. REMEDIES.

Upon the occurrence of a Default hereunder, Lender may, at its option, declare this Agreement to be in default with respect to any or all of the Promissory Notes, and at any time thereafter may do any one or more of the following, all of which are hereby authorized by Borrower:

7.1 UCC and Repossession Remedies. Exercise any and all rights and remedies of a secured party under the UCC in effect in the State of Maryland at the date of this Agreement and in addition to those rights, at its sole discretion, may require Borrower (at Borrower's sole expense) to assemble and deliver promptly any or all of the Collateral to Lender at such location as shall reasonably be required by Lender, or enter upon the premises where any such Collateral is located (without obligation for rent) and take immediate possession of and remove the Collateral by summary proceedings or otherwise, all without liability from Lender to Borrower for or by reason of such entry or taking of possession, whether for the restoration of damage to property caused by such taking or otherwise.

7.2 Disposition and Application of Proceeds. Subject to any right of Borrower to redeem the Collateral, sell, lease or otherwise dispose of any or all of the Collateral in a commercially reasonable manner at public or private sale with notice to Borrower (the parties agreeing that ten (10) days' prior written notice shall constitute adequate notice of such sale) at such price as it may deem best, for cash, credit, or otherwise, with the right of Lender to purchase and apply the proceeds: first, to the payment of all expenses and charges, including the expenses of any sale, lease or other disposition, the expenses of any taking, attorneys' fees, court costs and any other expenses incurred or advances made by Lender in the protection of its rights or the pursuit of its remedies, and to provide adequate indemnity to Lender against all taxes and Liens which by law have, or may have, priority over the rights of Lender to the monies so received by Lender; second, to the payment of the remaining Obligations (whether then due or not), at such time or times and in such order and manner of application as Lender may from time to time in its sole discretion determine; and third, to the payment of any surplus thereafter remaining to Borrower or to whosoever may be entitled thereto; and in the event that the proceeds are insufficient to pay the amounts specified in clauses "first" and "second" above, Lender may collect such deficiency from Borrower.

7.3 Other Remedies. Lender may exercise any other right or remedy available to it under this Agreement, any or all of the Promissory Notes (including, without limitation, declaring the unpaid principal amount payable under any or all such Promissory Notes, together with all accrued and unpaid interest thereon, any make whole or similar amounts, and all other Obligations then outstanding to be immediately due and payable) or applicable law, or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement in whole or in part.

7.4 Additional Remedy Provisions. Should any issue with respect to this Agreement or the obligations evidenced hereby be enforced by either party by an action at law, upon final judgement, the non-prevailing party in such action shall be liable for the costs and expenses, including reasonable attorney's fees, of the prevailing party. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to above or otherwise available at law or in equity, and may be exercised concurrently or separately from time to time. Borrower hereby waives any and all existing or future claims to any offset against the sums due hereunder or under the Promissory Note and agrees to make the payments regardless of any offset or claim which may be asserted by Borrower or on its behalf in connection with this Agreement. The failure of Lender to exercise, or delay in the exercise of, the rights granted hereunder upon any Default by Borrower shall not constitute a waiver of any such right upon the continuation or recurrence of any such Default. Lender may take or release other security; may release any party primarily or secondarily liable for the Obligations; may grant extensions, renewals or indulgences with respect to the Obligations and may apply any other security therefor held by it to the satisfaction of the Obligations without prejudice to any of its rights hereunder.

8. NOTICES.

All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, personally delivered, sent by overnight courier service, sent by facsimile transmission, or sent by certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such parties or at such other addresses as such parties shall from time to time designate in writing to the other parties; and shall be effective from the date of receipt.

9. LENDER'S RIGHT TO PERFORM FOR BORROWER.

9.1 Right to Perform. If Borrower fails to perform or comply with any of its agreements contained herein, Lender shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out-of-pocket expenses and other reasonable expenses of Lender thereby incurred, together with interest thereon at the Late Charge Rate (as defined in the Promissory Note), shall be due and payable by Borrower upon demand.

9.2 Attorney-in-Fact. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact (which power shall be deemed coupled with an interest) to execute, endorse and deliver any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lender any right, title or power which by the terms hereof are expressed to be conveyed to or conferred upon Lender, including, without limitation, Uniform Commercial Code financing statements (including continuation statements), real property waivers, and documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 5.6 hereof, but only to the extent that the same relates to the Collateral.

10. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of Lender, its successors and assigns, and shall be binding upon the successors of Borrower. This Agreement may not be assigned by Borrower. Lender reserves the right to sell, assign, transfer, negotiate or grant interest in all or any part of, or any interest in, Lender's rights and obligations in, under and to this Agreement, any one or more of the Promissory Notes and the Loan Documents, in the Collateral and/or the Obligations, at any time and from time to time. In connection therewith, Lender may disclose to any such purchaser, assignee, transferee or participant (the "Participant"), or potential Participant, this Agreement and the other Loan Documents, and all information, reports, financial statements and documents executed or obtained in connection herewith or therewith which Lender now or hereafter may have relating to the Loan, Borrower, or the business of Borrower. Borrower hereby grants to any Participant all liens, rights and remedies of Lender under the provisions of this Agreement and the other Loan Documents or under applicable laws. Borrower agrees that any Participant may enforce such liens and exercise such rights and remedies in the same manner as if such Participant were Lender and a direct creditor of Borrower. Borrower will fully cooperate with Lender in connection with any such conveyance and will execute and deliver such consents and acceptances to any such conveyance, amendments to this Agreement in order to effect any such conveyance (including, without limitation, the appointment of Lender as agent for itself and all assignees) and new or replacement promissory notes for any Promissory Note in conjunction with any such conveyance; provided, that Borrower's indebtedness, obligations, costs and liabilities under this Agreement and the other Loan Documents will not be increased by reason of any such conveyance.

11. MARYLAND LAW GOVERNS.

11.1 Governing Law. THIS AGREEMENT AND ALL OF THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, IN ALL RESPECTS, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL; PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY 49 U.S.C. SECTION 11303.

11.2 Jurisdiction. The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in any state or Federal court of competent jurisdiction in the State of Maryland, and each party submits to the jurisdiction of such court and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address designated pursuant hereto, or as otherwise provided under the laws of the State of Maryland.

11.3 JURY TRIAL WAIVER. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH BORROWER AND LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE PROMISSORY NOTE. BORROWER AUTHORIZES LENDER TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING SUCH CLAIM. IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND BORROWER HEREBY ACKNOWLEDGES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. BORROWER FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND THE PROMISSORY NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement, the Promissory Note all other Loan Documents executed pursuant hereto, together with any Commitment Letter relating hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

12.2 Survival. All representations, warranties, and covenants of Borrower contained herein or made pursuant hereto shall survive closing and continue throughout the term hereof and until the Obligations are indefeasibly satisfied in full; and, without limiting the generality of the foregoing, any and all indemnifications provided herein shall survive the full indefeasible satisfaction of all of the other Obligations.

12.3 Other. Any provision of this Agreement or of any instrument or document executed pursuant hereto which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Borrower hereby waives any provision of law which renders any provision hereof or thereof prohibited or unenforceable in any respect. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

SIGNET LEASING AND FINANCIAL CORPORATION
Lender

By: Stephen B. Bradley (SEAL)
Name: STEPHEN B. BRADLEY
Title: ASSISTANT VICE PRESIDENT

Address: 7 St. Paul Street, 3rd Floor
Baltimore, MD 21202

City/County: Howard State: MD

Subscribed and Sworn to before me
this 30th day of August, 1995

Jannette A. Renaud
Notary Public

My Commission Expires: 1-14-99

MINDIS METALS, INC. (d/b/a MINDIS METALS, INC.)
Borrower

By: Thomas B. Hart (SEAL)
Name: THOMAS B. HART
Title: Treasurer

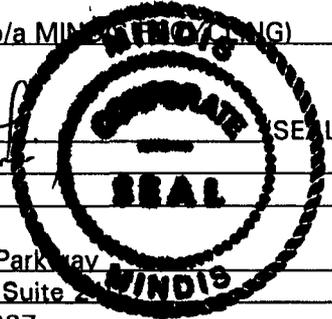
Address: 3715 Northside Parkway
100 Northcreek, Suite 200
Atlanta, GA 30327

City/County: Fulton State: Georgia

Subscribed and Sworn to before me
this 28 day of August, 1995

Wm. S. ...
Notary Public

My Commission Expires: Notary Public, Fulton County, Georgia
My Commission Expires Jan. 28, 1997



ATTACHMENT

SIGNET LEASING AND FINANCIAL CORPORATION

PROMISSORY NOTE

\$525,000.00

Baltimore, Maryland
September 5, 1995

FOR VALUE RECEIVED, MINDIS METALS, INC. (d/b/a MINDIS RECYCLING) (the "Borrower") hereby promises to pay to the order of SIGNET LEASING AND FINANCIAL CORPORATION, its successors and assigns ("Lender"), in lawful money of the United States of America and in immediately available funds the principal amount of \$525,000.00, together with interest on the principal amount outstanding hereunder from time to time at the rate of eight and thirty-six one-hundredths (8.36%) percent per annum (computed on the basis of a 360-day year, 30 day month) (the "Interest Rate").

This Note is issued pursuant to a Loan and Security Agreement dated as of September 5, 1995 (the "Agreement"), between the Borrower and Lender. Capitalized terms used herein without definition shall have the meaning given them in the Agreement.

Principal and interest due hereunder shall be payable as follows:

- (a) Interest only shall be payable on the outstanding principal balance of this Note for the period from the date of execution of this Note to the last day of this calendar month, payable on the last day of this calendar month at the Interest Rate.
- (b) Sixty (60) consecutive monthly installments of principal and interest, each in the sum of \$10,735.79, which payments have been calculated as the amount necessary to amortize a \$525,000.00 loan bearing interest at the Interest Rate over five (5) years, payable, in arrears, on the last day of each calendar month during the term hereof, commencing September 30, 1995.
- (c) Interest on any overdue payment shall be due and payable at the rate of the Interest Rate plus one and one-half (1 1/2) percent per month until paid (the "Late Charge Rate").
- (d) The entire unpaid principal balance of this Note and all unpaid and accrued interest thereon and any other amounts due hereunder shall, unless sooner paid, be paid and become due and payable on August 31, 2000.

The outstanding principal balance of this Note may not be prepaid in whole or in part, unless Borrower pays to Lender a prepayment fee of three percent (3%) of the amount prepaid; provided, however, that no such prepayment penalty shall be due if Borrower elects to prepay in connection with Lender's declaration of a Default under Section 5.11 of the Agreement. The Lender may require that any partial prepayments be made on the date monthly installments are due under this Note.

All payments and prepayments on the unpaid principal balance of this Note, interest thereon and any other amounts payable hereunder shall be paid in lawful money of the United States of America in immediately available funds during regular business hours of Lender at Lender's office at 7 St. Paul Street, Baltimore, Maryland or at such other place as Lender or any other holder of this Note may at any time or from time to time designate in writing to Borrower, and shall be effective upon receipt. Any payment received by Lender on account of this Note shall be applied by Lender: first, toward payment of any late charge, prepayment fee or other charge accrued under this Note; second, toward payment of accrued and unpaid interest on this Note; and third, toward payment of the unpaid principal balance of this Note in the order of maturity (or, if such payment is accepted by Lender as a partial prepayment of this Note, such payment shall be applied toward payment of the unpaid principal amount of this Note in the inverse order of maturity).

If any payment on this Note becomes due and payable on a day other than a Business Day (as hereinafter defined), such payment shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall accrue and be payable at the then applicable rate of interest as herein provided during such extension. "Business Day" as used herein shall mean any day other than a Saturday, Sunday or other day on which commercial banks in the State of Maryland are authorized to close.

In the event of the declaration by Lender of a Default under the Agreement, then this Note shall be in default and the balance of the principal sum then due hereunder, together with all accrued interest thereon, immediately shall become due and payable without further notice, such further notice being expressly waived, and the Borrower shall be liable to the holder hereof for reasonable attorney's fees and costs of suit.

The Borrower waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note.

The remedies of Lender as provided herein and in the Agreement shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

It is the intention of the parties hereto to comply with the applicable usury laws. Accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Note or the Agreement, in no event shall this Note or the Agreement require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. If any such excess interest is contracted for, charged or received under this Note or the Agreement, or in the event that all of the principal balance shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under this Note or the Agreement on the principal balance shall exceed the maximum amount of interest permitted by applicable law, then in such event: (a) the provisions of this paragraph shall govern and control, (b) neither the Borrower nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by applicable law, (c) any such excess which may have been collected shall either be applied as a credit against the then unpaid principal balance or refunded to the Borrower, at the option of Lender, and (d) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under the applicable law as now or hereafter construed by the courts having jurisdiction thereof. It is further agreed that, without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under this Note or the Agreement which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the Indebtedness evidenced hereby, all interest at any time contracted for, charged or received from the Borrower or otherwise by Lender in connection with such Obligations; provided, however, that if any applicable state law is amended or the law of the United States of America preempts any applicable state law, so that it becomes lawful for Lender to receive a greater interest per annum rate than is presently allowed by law, the Borrower agrees that, on the effective date of such amendment or preemption, as the case may be, the lawful maximum hereunder shall be increased to the maximum interest rate per annum allowed by the amended state law or the law of the United States of America (but not in excess of the Interest Rate provided for herein).

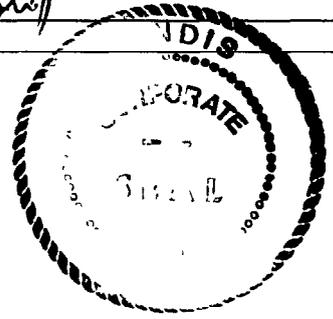
THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE BORROWER AND LENDER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS NOTE. BORROWER AUTHORIZES LENDER TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING SUCH CLAIM.

THE BORROWER AGREES THAT THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. Venue for any action hereunder or related hereto shall be in any state or Federal court of competent jurisdiction in the State of Maryland, and the Borrower submits to the jurisdiction of such courts.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be signed, under seal, as of the 5th day of September, 1995.

MINDIS METALS, INC. (d/b/a MINDIS RECYCLING)

By: Thomas B. Harrel (SEAL)
Name: Thomas B. Harrel
Title: Treasurer



SCHEDULE TO PROMISSORY NOTE

This Schedule is being entered into pursuant to and it constitutes a part of that certain Promissory Note dated September 5, 1995, between Signet Leasing and Financial Corporation, as Lender, and MINDIS METALS, INC. (d/b/a MINDIS RECYCLING), as Borrower.

Approved by _____
(Borrower to initial each page)

Page No. 1 of 1 total page(s)

Attached to Promissory Note dated September 5, 1995
in the amount of \$525,000.00.

Equipment located at:
Street No. _____
City _____ County _____ State _____ ZIP Code _____

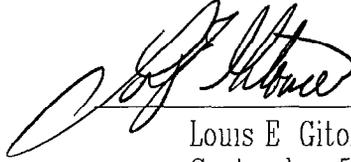
Manufacturer and/or Vendor Name & Invoice No.	Description	Invoice Cost
Helm Financial Corporation (Ref. # 11919)	Thirty (30), 100-ton, 4000 cubic foot, flat bottom gondola railcars built by Thrall and Pullman Standard in 1975, Unit Numbers: CIM 5504, CIM 5505, CIM 5518, CIM 5532, CIM 5553, CIM 5555, CIM 5556, CIM 5561, CIM 5575, CIM 5581, CIM 5584, CIM 5596, CIM 5610, CIM 5627, CIM 5639, CIM 5650, CIM 5653, CIM 5658, CIM 5661, CIM 5686, CIM 5694, CIM 5705, CIM 5719, CIM 5736, CIM 5737, CIM 5756, CIM 5761, CIM 5764, CIM 5781 & CIM 5791 (@ \$17,500 ea)	\$ 525,000.00
TOTAL EQUIPMENT COST:		\$ 525,000.00

Date: September 5, 1995

MINDIS METALS, INC. (d/b/a MINDIS RECYCLING)
Borrower
By: Thomas B. Hill
Name: Thomas B. Hill
Title: Treasurer

CERTIFICATION

I, LOUIS E GITOMER, have compared this copy to the Loan and Security Agreement, dated as of September 5, 1995, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E Gitomer
September 5, 1995