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Capitol Services, Inc.

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0834719046

This Second Amendment was prepared by

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Cook County Recorder of Deeds
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SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND FIXTURE FILING

made by

IMCO RECYCLING OF ILLINOIS INC.,

as the Mortgagor,

to

DEUTSCHE BANK AG NEW YORK BRANCH, INC.,
as Collateral Agent for the Secured Creditors described herein,
as the Mortgagee

THIS DOCUMENT IS INTENDED TO BE RECORDED IN COOK COUNTY, ILLINOIS

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SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (as amended, modified or supplemented from time to time, this "Second Amendment"), is made as of November 24, 2008, by and between by and between IMCO RECYCLING OF ILLINOIS INC., an Illinois corporation, having an address at 25825 Science Park Drive, Beachwood, OH 4412, as the Mortgagor (the "Mortgagor"), and DEUTSCHE BANK AG NEW YORK BRANCH, successor to Citicorp North America, Inc., with an office at 60 Wall Street, New York, New York 10005, as Collateral Agent (the "Mortgagee") for the benefit of the Secured Creditors (as defined in the Mortgage, as defined herein). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

WITNESSETH:

WHEREAS, Aleris International, Inc., a Delaware corporation ("Aleris"), each other subsidiary of Aleris party thereto from time to time (together with Aleris, each, a "Borrower" and collectively, the "Borrowers"), the lenders party thereto from time to time, (the "Lenders"), Deutsche Bank AG, Canada Branch, as Canadian administrative agent, Citicorp North America, Inc. as Collateral Agent and Deutsche Bank AG New York Branch, as administrative agent, entered into an ABL Credit Agreement, dated as of August 1, 2006, as amended and restated as of December 19, 2006 and further amended as of November 9, 2007 (the "Existing ABL Credit Agreement"), providing for the making of Loans to the Borrowers and the issuance of, and participation in, Letters of Credit for the account of the Borrowers as contemplated therein;

WHEREAS, in connection with the execution of the Existing ABL Credit Agreement, the Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of August 1, 2006, in favor of Citicorp North America, Inc. as Collateral Agent for the benefit of the Secured Creditors, and recorded on August 11, 2006 as Document Number 0622310013 in the Office of the Recorder of Deeds of Cook County, Illinois, as amended by that certain First Amendment to Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of December 19, 2006, in favor Deutsche Bank AG New York Branch, as successor to Citicorp North America, Inc. as Collateral Agent for the benefit of the Secured Creditors, and recorded on December 29, 2006 as Document Number 0636322014 in the Office of the Recorder of Deeds of Cook County, Illinois (as amended hereby and as further amended, modified or supplemented from time to time, the "Mortgage") encumbering certain real property (the "Property") more particularly described on Exhibit A annexed thereto;

WHEREAS, the Mortgagor is the owner of fee simple title to the Mortgaged Property (as defined in the Mortgage);

WHEREAS, Aleris, the Borrowers, the Lenders and the Mortgagee have agreed to amend the Existing ABL Credit Agreement pursuant to a Second Amendment to Credit Agreement, dated as of September 10, 2008 (the "Second Amendment to Credit Agreement").

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The Existing ABL Credit Agreement as amended by the Second Amendment to Credit Agreement is collectively referred to herein as the "Credit Agreement";

WHEREAS, the Second Amendment to Credit Agreement amended the credit facility to provide for inter alia, an increase in the total aggregate amount of loan commitments;

WHEREAS, certain Borrowers and Guarantors have entered into that certain Amended and Restated U.S. Security Agreement, dated as of August 1, 2006 and amended and restated as of December 19, 2006;

WHEREAS, the Mortgage remains in full force and effect and the security interest and the priority of such security interest granted to the existing Secured Creditors named therein continues (without interruption) thereunder; and

WHEREAS, the Mortgagor desires to execute this Second Amendment as required pursuant to the Second Amendment to Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby makes the following representations and warranties and hereby covenants and agrees with the Mortgagee as follows:

1. The Mortgagor hereby acknowledges and agrees that the Mortgage secures the Obligations (as defined in the Mortgage) as increased pursuant to the Second Amendment to Credit Agreement. The figure "\$2,550,000,000" appearing in Section 1.15 of the Addendum to the Mortgage is hereby deleted, and the figure "\$4,182,000,000" is substituted in lieu thereof.

2. It is hereby acknowledged and agreed that each reference in the Mortgage to the "Credit Agreement" shall mean and be a reference to the Existing ABL Credit Agreement, as amended by the Second Amendment to Credit Agreement and as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed) all or any portion of, the indebtedness under such agreement or any successor agreement, whether or not with the same agent, trustee, representative, lenders or holders; provided that, with respect to any agreement providing for the refinancing or replacement of indebtedness under the Credit Agreement, such agreement shall only be treated as, or a part of, the Credit Agreement if (i) either (A) all obligations under the Credit Agreement being refinanced or replaced shall be paid in full at the time of such refinancing or replacement, and all commitments and letters of credit issued pursuant to the refinanced or replaced Credit Agreement shall have terminated in accordance with their terms or, with respect to certain Letters of Credit, been continued, with the consent of the respective issuer thereof, under such refinancing or replacement indebtedness or (B) the Required Lenders shall have consented in writing to the refinancing or replacement indebtedness being treated as indebtedness pursuant to the Credit Agreement, and (ii) a notice to the effect that the refinancing or replacement indebtedness shall be treated as issued under the Credit Agreement shall be delivered by Aleris to the Collateral Agent).

3. The Mortgagor hereby reaffirms to the Secured Creditors each of the representations, warranties, covenants and agreements of the Mortgagor set forth in the Mortgage

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with the same force and effect as if each were separately stated herein and made as of the date hereof.

4. The Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Mortgage, as modified by this Second Amendment, and each and every other document and/or instrument which evidences and/or secures payment of the Obligations (as defined in the Mortgage) represent the valid, enforceable and collectible obligations of the Mortgagor and the Mortgagor further acknowledges there are no existing claims, defenses, personal or otherwise, or rights of set-off whatsoever with respect to any of the aforementioned instruments and/or documents known to the Mortgagor and further acknowledges and represents that, to the Mortgagor's knowledge no event has occurred and no condition exists which would constitute an Event of Default under the Mortgage or the Credit Agreement either with or without notice or lapse of time or both.

5. The Mortgagor hereby waives, discharges and releases forever any and all existing claims, defenses, personal or otherwise, and rights of set-off known to the Mortgagor as of the date hereof that it may have against the Mortgagee or which might affect the enforceability by the Mortgagee of its various rights and remedies under the Mortgage and the other Secured Debt Agreements (as defined in the Mortgage).

6. Except as specifically modified herein, all of the terms and provisions of the Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Mortgagor specifically acknowledging the validity and enforceability thereof.

7. The Mortgagor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes (other than taxes based on gross receipts, income or revenue of the Mortgagee), reasonable attorneys' fees and expenses, and, to the extent incurred in connection with updating the Mortgagee's existing title policy on the Property, charges for title examination and title insurance premiums. The Mortgagor agrees to have the Mortgagee's existing title insurance policy updated at its sole cost and expense, the endorsement thereto being subject to the Mortgagee's reasonable approval.

8. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed, extended and modified to secure the Obligations in accordance with this Second Amendment.

9. This Second Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Mortgage. As modified hereby, the Mortgage is ratified and confirmed in all respects.

10. The Mortgagor agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee all other instruments, certificates, agreements and consents as the Mortgagee may reasonably require in order to confirm the terms of this Second Amendment.

11. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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12. This Second Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

13. Any reference to the "Mortgage" in the Mortgage shall be deemed to mean the Mortgage as modified by this Second Amendment.

14. The use of the singular shall include the plural when the context requires and vice versa; the use of "a" shall include "an" when the context requires and vice versa.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

Mortgagor:

IMCO RECYCLING OF ILLINOIS INC., an Illinois corporation

By: 

Name: Sean M. Stack
Title: President

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DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: *E. Landaeta*
Name: **Enrique Landaeta**
Title: **Vice President**

By: *M. Sutton*
Name: **MARGUERITE SUTTON**
Title: **DIRECTOR**

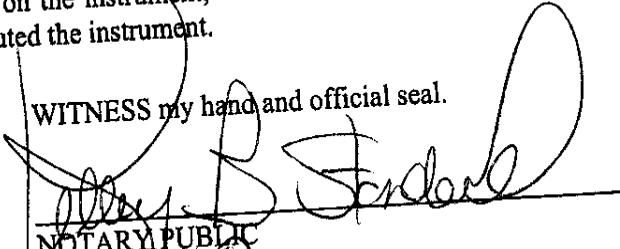
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STATE OF OHIO
COUNTY OF CUYAHOGA

On this the 24th day of November, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Sean M. Stack, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC
State of: OHIO
My Commission Expires:

[SEAL]


KELLEY B. STANDARD
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
My commission expires Nov. 21, 2011

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this the ~~20~~ day of November, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Enrique Landaeta and Marguerite Sutton, individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their respective capacities, and that by their signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC
State of New York
My Commission Expires: June 28, 2012

[SEAL]

May Karen Yip-Daniels
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 28, 2012

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EXHIBIT A

DESCRIPTION OF LAND

LOT 6 (EXCEPT THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED AS DOCUMENT 26337737) AND ALL OF LOT 7, IN BLOCK 238 OF CHICAGO HEIGHTS, A SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PARALLEL TO AND 541 FEET WEST FROM THE EAST LINE OF SAID SECTION (EXCEPT THE SOUTH 729.40 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NOS.:
32-21-411-005-0000
32-21-411-006-0000

400 E. Lincoln Highway, Chicago Heights, IL
(Cook County)