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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/10/2015 12:53 PM Pg: 1 of 11

RECORDATION REQUESTED BY:
North Mill Capital LLC
821 Alexander Road, Suite 130
Princeton, NJ 08540

WHEN RECORDED MAIL TO:
North Mill Capital LLC
821 Alexander Road, Suite 130
Princeton, NJ 08540

SEND TAX NOTICES TO:
Pure Holdings LLC
3357 So. Justine Street
Chicago, IL 60605

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:
Patti S. Liberman, General Counsel
North Mill Capital LLC
821 Alexander Road, Suite 130
Princeton, NJ 08540

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS (this "Assignment") dated November 30, 2015, is made and executed between Pure Holdings LLC, whose address is 3357 So. Justine Street, in Chicago, Illinois 60608 (referred to below as "Grantor"), Pure Metal Recycling, LLC an Illinois limited liability company, with its principal place of business located at 3357 So. Justine Street, in Chicago, Illinois 60608 ("Borrower") and NORTH MILL CAPITAL LLC, whose address is 821 Alexander Road, Suite 130, Princeton, New Jersey 08540 (together with its successors and/or assigns, referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described real property located in Cook County, State of Illinois:

LOTS 1 THROUGH 9, BOTH INCLUSIVE, LOT 10 (EXCEPT THE SOUTH 22.02 FEET THEREOF), LOT 39 (EXCEPT THE SOUTH 22.02 FEET THEREOF), LOTS 40 THROUGH 48, BOTH INCLUSIVE, AND THE VACATED ALLEY BETWEEN SAID LOTS IN THE SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTH EAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3701 S. Racine Avenue, Chicago, IL, 60609.

The Real Property is reflected in the vesting deed, instrument #1430941008, recorded on November 5, 2014 with the Cook County Recorder of Deeds with Real Property tax identification numbers: 17-32-401-001-0000; 17-32-401-002-0000; 17-32-401-003-0000; 17-32-401-004-0000; 17-32-401-005-0000; 17-32-401-006-0000; 17-32-401-007-0000; 17-32-401-008-0000; 17-32-401-009-0000; 17-32-401-015-0000; 17-32-401-016-

Pure Metal - Assignment of Rents (3701 S. Racine, Ave., Chicago)

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0000; 17-32-401-017-0000; 17-32-401-018-0000; 17-32-401-019-0000; 17-32-401-020-0000; 17-32-401-021-0000; 17-32-401-022-0000; 17-32-401-023-0000; 17-32-401-032-0000; and 17-32-401-034-0000,

and as reflected on the County Assessor's website as:

PINs numbers: 17-32-401-001-0000 (3505 S. Morgan St., Chicago), 17-32-401-002-0000 (3703 S. Racine Avenue, Chicago), 17-32-401-003-0000 (3705 S. Racine Avenue, Chicago), 17-32-401-004-0000 (3707 S. Racine Avenue, Chicago); 17-32-401-005-0000 (3709 S. Racine Avenue, Chicago), 17-32-401-006-0000 (3711 S. Racine Avenue, Chicago), 17-32-401-007-0000 (3713 S. Racine Avenue, Chicago), 17-32-401-008-0000 (3717 S. Racine Avenue, Chicago), 17-32-401-009-0000 (3721 S. Racine Avenue, Chicago), 17-32-401-015-0000 (3700 S. May St., Chicago), 17-32-401-016-0000 (3702 S. May St., Chicago), 17-32-401-017-0000 (3704 S. May St., Chicago), 17-32-401-018-0000 (3708 S. May St., Chicago), 17-32-401-019-0000 (3710 S. May St., Chicago), 17-32-401-020-0000 (3712 S. May St., Chicago), 17-32-401-021-0000 (3714 S. May St., Chicago), 17-32-401-022-0000 (3718 S. May St., Chicago), 17-32-401-023-0000 (3720 S. May St., Chicago), 17-32-401-032-0000 (3722 S. May St., Chicago), and 17-32-401-034-0000 (3723 S. Racine Avenue, Chicago)

THIS ASSIGNMENT IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF (1) BORROWER UNDER THE LOAN AGREEMENT, THE NOTE AND THE RELATED DOCUMENTS (EXECUTED BY BORROWER) AND (2) GRANTOR UNDER THE GUARANTY, THIS ASSIGNMENT AND THE OTHER RELATED DOCUMENTS (EXECUTED BY GRANTOR). THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

DEFINITIONS. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code in effect from time to time in the State of Illinois (the "Uniform Commercial Code" or the "UCC"). In addition to the defined terms used herein, the following capitalized words and terms shall have the following meanings:

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the "Events of Default" section of this Assignment.

Guaranty. The word "Guaranty" means a certain Entity Guaranty by Grantor to Borrower and dated as of November 3, 2014, as amended, modified, supplemented, substituted, extended or renewed from time to time.

Indebtedness. The word "Indebtedness" means and includes all Obligations as defined in the Loan Agreement, including, without limitation, all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Loan Agreement. The words "Loan Agreement" mean a certain Loan and Security Agreement by and between Lender and Borrower and dated as of November 3, 2014, as amended, modified, supplemented, substituted, extended or renewed from time to time.

Note. The word "Note" means a revolving credit master promissory note delivered by Borrower to Lender and dated November 3, 2014, as amended, modified, supplemented, substituted, extended or renewed from time to time.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Assignment.

Related Documents. The words "Related Documents" mean all other promissory notes, security agreements, environmental agreements, guaranties, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, additional rents, revenues, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits, and other payments and benefits derived from any and all present and future leases, use agreements, occupancy agreements, licenses or other similar instruments, including without limitation, under a lease between Grantor and Borrower, of all or a portion of the Improvements erected or to be erected on the Property and all rights to enforce such leases, use agreements, occupancy agreements, licenses or other similar instruments and to collect all present and future rents, additional rents, revenues, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits, and other payments and benefits derived therefrom.

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may raise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Loan Agreement, the Note and the other Related Documents with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy or similar insolvency proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is the owner of the fee simple estate in the Property and is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Further Transfer. Grantor will not sell, assign, encumber, pledge, or otherwise dispose of any of Grantor's rights in the Rents except as expressly provided in this Assignment, except as permitted in the Loan Agreement, the Note, the Guaranty or in any of the Related Documents, or as otherwise agreed to in writing by Lender.

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No Prepayment. Grantor will not accept prepayments of any installments of Rents to become due under any of the leases, use agreements, occupancy agreements, licenses or other similar instruments of the Property (collectively, the "Leases"), for more than one (1) month.

No Impairment. Grantor will not in any manner impair the value of the Property or permit the value of the Property to be impaired.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right immediately upon the occurrence of an Event of Default, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, power and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. To the extent permitted by law, Lender may enter upon and take possession of the Property, demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to repay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Borrower's account and Grantor agrees that Lender may pay such costs and expenses from any Rents collected by Lender according to the terms hereof. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Borrower and Grantor pay all of the Indebtedness when due, and Grantor and Borrower otherwise perform all the obligations imposed upon Borrower and Grantor under this Assignment, the Loan Agreement, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable

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satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by Grantor or any other guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment, the Loan Agreement, the Note, the Guaranty or of any note or other instrument or agreement evidencing the Indebtedness, and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment, the Guaranty or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment, the Guaranty or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the Default Rate (as defined in the Loan Agreement) and be added to the indebtedness. The Assignment also will secure payment of these amounts. Such rights shall be in addition to all other rights and remedies to which Lender may be entitled upon an Event of Default.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payments when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment, the Loan Agreement, the Note, or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Assignment or any related document.

False Statements. Any warranty, representation, or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment, the Loan Agreement, the Note, the Guaranty or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Full Force and Effect; Defective Collateralization. This Assignment, the Loan Agreement, the Note, the Guaranty or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

RIGHT TO CURE. If any Event of Default is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment twice within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such Event of Default: (1) cures the Event of Default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems to be sufficient to cure the Event of Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may have the rights provided for in the "Lender's Right to Receive and Collect Rents" Section of this Assignment. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law, Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtednesses by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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Other Remedies. Lender shall have all other rights and remedies provided in this Assignment, the Loan Agreement, the Loan Agreement, the Note, the Guaranty, the Related Documents or otherwise available at law or in equity.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare an Event of Default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Default Rate from the date of the expenditure until repaid. Expenses covered by this Section include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

REASONABLENESS. Whenever this Assignment requires an approval, consent, determination, request, designation, selection or judgment by either Lender or Grantor, unless another standard is expressly set forth, such approval, consent, determination, request, designation, selection or judgment and any conditions imposed thereby shall be reasonable and shall not be unreasonably withheld or delayed. Any expenditure by a party permitted or required under this Assignment, for which such party demands reimbursement from the other party, shall be limited to the fair market value of the goods and services involved, shall be reasonably incurred, and shall be substantiated by documentary evidence available for inspection and review by the other party.

NOTICES. Any notice required to be given under this Assignment, including without limitation any notice of default shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile or other electronic transmission (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alternation of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alternation or amendment.

Caption Headings. Caption headings in this Assignment and any Sections hereof are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

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Governing Law. This Assignment will be governed by the laws of the State of Illinois without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's requires to submit to the jurisdiction of the courts of Cook County, State of Illinois.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provisions of this Assignment to be illegal, invalid, or unenforceable as to any circumstances, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provisions of this Assignment shall not affect the legality, validity, or enforceability of any provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. ALL PARTIES TO THIS ASSIGNMENT HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

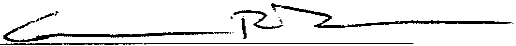
Waiver of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS ASSIGNMENT, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

THE UNDERSIGNED ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT AND AGREE TO ITS TERMS.

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GRANTOR:

PURE HOLDINGS LLC

By: 
Name: Christopher R. Dandrow
Title: Sole Member and Chief Executive Officer

BORROWER:

PURE METAL RECYCLING, LLC

By: 
Name: Christopher R. Dandrow
Title: Sole Member and Chief Executive Officer

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by **Christopher R. Dandrow**, Sole Member and Chief Executive Officer of Pure Holdings LLC, an Illinois limited liability company, freely and voluntarily under authority duly vested in him by said limited liability company.

Christopher R. Dandrow is personally known to me or who has produced IL Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of November 2015.

Julie A. Keating
Notary Public

Julie A. Keating
Typed, printed or stamped name of
Notary Public

My Commission Expires: 12-16-18



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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by **Christopher R. Dandrow**, the Sole Member and Chief Executive Officer of Pure Metal Recycling, LLC, an Illinois limited liability company, freely and voluntarily under authority duly vested in him by limited liability company.

Christopher R. Dandrow is personally known to me or who has produced IL Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of November 2015.

Julie A Keating
Notary Public

Julie A. Keating
Typed, printed or stamped name of
Notary Public

My Commission Expires: 12-16-18



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